

Fayette

Water Supply Corporation (FWSC)

Tariff

Revised January 2015

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Certificate of Convenience and Necessity (CCN) #10726

Public Water Supply Identification Numbers

Fayette WSC – West #0750022

Fayette WSC – East #0750034

Table of Contents

SECTION A. RESOLUTION	5
SECTION B. STATEMENTS	7
SECTION C. DEFINITIONS	10
SECTION D. GEOGRAPHIC AREA SERVED	14
SECTION E. SERVICE RULES AND REGULATIONS	
1. Service Entitlement	16
2. Service Location and Classification	16
3. Service Requirements	16
4. Extension Policy	17
5. Line Extension Reimbursement	18
6. Ownership of equipment	18
7. Activation of Standard Service	18
8. Activation of Non-Standard Service	18
9. Changes in Service Classification	18
10. Membership	18
11. Owners and Renters	21
12. Renter's Policy	21
13. Denial of Service	21
14. Applicant's or Transferee's Recourse	21
15. Insufficient Grounds for Refusal of Service	22
16. Deferred Payment Agreement	22
17. Charge Distribution and Payment Application	22
18. Due Dates, Delinquent Bills, and Service Disconnection Date	23
19. Rules for Disconnection of Service	23
20. Billing Cycle Changes	26
21. Back Billing	27
22. Disputed Bills	27
23. Inoperative Meters	27
24. Bill Adjustment	27
25. Meter Tampering and Damage to Property	27
26. Meter Relocation	28
27. Prohibition of Multiple Connections to a Single Tap	28
28. Master Metered Account Regulations	29
29. Member's Responsibility	29
30. Bulk Water Accounts	30
SECTION F. DEVELOPER, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS	
Part I. General Requirements	31
1. Corporations Limitations	31
2. Purpose	31
3. Application of Rules	31
4. Non-Standard Service Application	31
5. Design	32
6. Non-Standard Service Contract	33
7. Construction of Facilities by Applicant Prior to Execution of Service Contract	34
8. Dedication of Water System Extension to WSC	34
9. Property and Right-of-Way Acquisition	34
10. Bids for Construction	34
11. Pre-Payment for Construction and Service	35
12. Construction	35
PART II. Request for Service to Subdivided Property	35
1. Sufficient Information	35
2. Service within Subdivisions	36
3. Final approval	37

SECTION G. RATES AND SERVICE FEES

1. Service Investigation Fee	38
2. Membership Fee	38
3. Easement Fee	38
4. Installation Fee	38
5. Equity Buy-In Fee	39
6. Line Extension Reimbursement Fee	39
7. Monthly Charges	39
8. Assessments	40
9. Late Payment Fee	40
10. Returned Check Fee	40
11. Administrative Fee	40
12. Reconnect Fee	40
13. Service Trip Fee	40
14. Equipment Damage Fee	40
15. Meter Tampering and Damage to Property Penalty	41
16. Customer History Report Fee	41
17. Meter Test Fee	41
18. Transfer Fee	41
19. Non-Disclosure Fee	41
20. Record Copy Fee	41
21. Customer Service Inspection Fee	41
22. Regulatory Assessment	41
23. Additional Assessments	41
24. Groundwater District Production Fee	41
25. Other Fees	41
26. Cut or Damaged Lock Fee	42
27. Bulk Water Fee	42

SECTION H. DROUGHT CONTINGENCY AND EMERGENCY WATER DEMAND MANAGEMENT PLAN

1. Introduction	43
2. Public Involvement	43
3. Coordination with Regional Water Planning Group	43
4. Trigger Conditions	43
5. Stage Levels of Water Allocations	44
6. Initiation and Termination Procedures	45
7. Penalties for Violations	46
8. Exemptions or Waivers	46
9. Implementation	47

SECTION I. SAMPLE APPLICATION PACKET

Service Application and Agreement	49
Right-of-Way Easement (General Type Easement)	53
Membership Transfer Authorization	55
Non-Standard Service Application	57
Non-Standard Service Contract	59

SECTION J. MISCELLANEOUS TRANSACTION FORMS

WATER RATES AND FEES	66
BULK WATER RATES AND PROCEDURES	67
NOTICE TO HOMEOWNERS AND PLUMBERS	68
APPLICAT'S NOTICE OF INSUFFICIENT INFORMATION	69
CUSTOMER REQUEST THAT PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS	70
NOTIFICATION OF NEW RENTER INFORMATION	71

NOTIFICATION OF PREVIOUS RENTER INFORMATION	72
REQUEST TO UPDATE/CHANGE ACCOUNT INFORMATION	73
OPEN RECORDS REQUEST FOR INFORMATION	74
CUSTOMER NOTICE OF WATER USE RESTRICTIONS	75
CUSTOMER NOTICE OF FIRST VIOLATION AND PENALTY	76
CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY	77
CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND PENALTY	78
NOTICE OF TERMINATION FOR WATER USE RESTRICTIONS	80
NOTICE OF PROHIBITION OF MULTIPLE CONNECTIONS TO A SINGLE TAP	81
TCEQ REGULATORY GUIDANCE: ONE METER PER RESIDENCE REQUIREMENT	82
A PUBLICATION OF THE PUBLIC UTILITY COMMISSION OF TEXAS:	
UTIL-FACT - ONE METER PER RESIDENCE REQUIREMENTS	83
DEFERRED PAYMENT AGREEMENT	84
AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS	85
DATA LOG REQUEST	86
LINE LOCATE REQUEST	87
INSTALLMENT AGREEMENT	88
LINE EXTENSION REFUND AGREEMENT	89
AGREEMENT TO PROVIDE FILL FOR CERTAIN FIRE VEHICLES IN	
DESIGNATED AREAS	90
METER TEST AUTHORIZATION AND TEST REPORT	93
NOTICE TO OWNER OF RENTAL PROPERTY	94
NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND	
SERVICE EXTENSION POLICY OF FAYETTE WATER SUPPLY	
CORPORATION/SPECIAL UTILITY DISTRICT	95
NOTICE OF RETURNED CHECK - FIRST OFFENSE	96
NOTICE OF RETURNED CHECK - SECOND OFFENSE	97
NOTICE OF RETURNED CHECK - PREVIOUS MONTH'S PAYMENT	98
NOTICE OF RETURNED AUTO DRAFT - FIRST OFFENSE	99
NOTICE OF RETURNED AUTO DRAFT - SECOND OFFENSE	100
BANK NOTIFICATION OF CHANGE - AUTO DRAFT	101
NOTICE OF TERMINATION FOR DELINQUENT ACCOUNT	102
REQUEST FOR SERVICE DISCONTINUANCE	103
CUSTOMER SERVICE INSPECTION CERTIFICATION	104
EASEMENT DENIAL LETTER AND AFFIDAVIT	105
RELEASE OF EASEMENT	107
SANITARY CONTROL EASEMENT	109
EQUIPMENT AND LINE DEDICATION AGREEMENT	111
WASTEWATER BILLING SERVICES FOR A RETAIL PUBLIC UTILITY PROVIDED	
BY A NON-PROFIT WATER SUPPLY CORPORATION	112
AGREEMENT TO DISCONNECT WATER SERVICE FOR NON-PAYMENT OF	
WASTEWATER SERVICE	116
DEDICATION, BILL OF SALE AND ASSIGNMENT (DEVELOPER FORM)	119
DEDICATION, BILL OF SALE AND ASSIGNMENT (INDIVIDUAL SERVICE FORM)	121

SECTION K. MISCELLANEOUS

TARIFF AND CCN FILING REQUIREMENTS	123
SAMPLE COVER LETTER	125
NOTICE OF RATE INCREASE	126
CALCULATION OF THE AVERAGE NET EQUITY BUY-IN FEE OF A SAMPLE UTILITY	127
TRWA RECOMMENDED 5/8" X 3/4" METER EQUIVALENTS BASED ON AWWA	
SPECIFICATIONS AND DESIGN CRITERIA	128
TCEQ REGULATORY ASSESSMENTS	129
A PUBLICATION OF THE PUBLIC UTILITY COMMISSION OF TEXAS:	
UTIL-FACTS SHEETS	130
THE PUBLIC INFORMATION ACT	136
VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES	137

SECTION A. RESOLUTIONS

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

1. This Tariff of the Fayette Water Supply Corporation, serving in Fayette and Gonzales County consisting of Sections A. through K. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of _____, 20__.
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. 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 (revised) in compliance in Open Meeting in compliance with the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this _____ day of _____, 20__.

President, Fayette Water Supply Corporation

SEAL

ATTEST:

Secretary, Fayette Water Supply Corporation

Approved _____

SECTION B. STATEMENTS

1. **Organization.** The Fayette Water Supply Corporation (“Corporation”) is a member-owned, non-profit 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 non-profit corporations for the purpose of furnishing potable water and or sewer utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.
2. **Non-Discrimination Policy.** Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.
3. **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, Consumer, 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.
4. **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 are on file at the Corporation’s office.
5. **Fire Protection Responsibility.** The Corporation does not provide nor imply that fire protection is available throughout 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 Corporation to supply water for use in fire suppression. The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.
6. **Damage Liability.** The Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limits of liability of the Corporation are the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability.
7. **Information Disclosure.** The records of the Corporation shall be kept in the Corporation office in La Grange, Texas. 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. **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.** An individual customer may request in writing that their address, telephone number, and account records be kept confidential. Such confidentiality 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. The Corporation

shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

8. ***Customer Notice Provisions.*** The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all consumers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
9. ***Grievance Procedures.*** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation 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 manager 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.
10. ***Customer Service Inspections (CSI).*** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and some non-standard service. Customer service inspections are also 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. 23.)
11. ***Sub-metering Responsibility.*** Sub-metering and Non-Sub-metering by Master Metered Accounts may be allowed in the Corporation's water distribution system provided the Master Metered Account customer complies with the Texas Commission on Environmental Quality Chapter 291, Subchapter H rules pertaining to Sub-metering. The Corporation has no jurisdiction or responsibility to the 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 sub-metering should be directed to the Texas Commission on Environmental Quality.

NOTE: The system should check with the Master Metered Account Customer to:

1. See if they have registered with the TCEQ, (Texas Water Code Chapter 13 Subchapter M.)
2. See that they do not charge their tenants more than the total amount of charges billed. If the aggregate bill is greater than the Corporation's charge, the Master Metered Account Customer is considered by the TCEQ to be a separate Public Water System and will be required to comply with all TCEQ regulations.

3. Protect the System's CCN. Should the Master Metered Account Customer continue to violate these or other State regulations, the Corporation will need to request a Cease and Desist Order from the TCEQ. (Texas Water Code Section 13.252 and 30 TAC Section 291.118)

12. ***Prohibition against Resell of Water.*** The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

SECTION C. DEFINITIONS

Active Service – The status of any Member receiving authorized service under the provisions of this Tariff.

Applicant – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Fayette Water Supply 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 Fayette Water Supply Corporation that is vested with the management of the affairs of the Corporation. (Section 22.001(1), Texas Business Organizations Code)

Bulk Water – The sale of water for a short time period, in which a large volume amount is obtained through a designated valve by the Corporation. (See Tariff Section E)

Bylaws – The rules pertaining to the governing of the Fayette Water Supply Corporation adopted by the Corporation Members. (Section 22.001(2), Texas Business Organizations Code)

Certificate of Convenience and Necessity (CCN) – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Fayette Water Supply Corporation to provide water service within a defined territory. Fayette Water Supply Corporation has been issued Certificate Number 10726. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Certificated Service Area Map)

Corporation – The Fayette Water Supply Corporation. (Section B. 1 of this Tariff)

Developer – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests two (2) or more 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. (See Sample Application Packet, Form-RUS-TX 442-8 (Rev. 6-06) or Form RUS-TX 442-9 (Rev. 6-06)) 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 where a new service tap is necessary shall be required to achieve parity with the contributions to the construction of the Corporations facilities

capacity that have been made previously by existing Members. This fee shall be assessed prior to providing or reserving service on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. (Tariff Section G. 5, also see Tariff Section K Miscellaneous)

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 easements, and location(s) of lakes, streams, or rivers through the property. The Fayette Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating Subdivision service requests under Section F. the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

Hazardous Condition – A condition that jeopardizes the health and welfare of the Members/Consumers of the Corporation 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. 01/09))

Liquidated Membership – A Membership that has been canceled due to delinquent charges exceeding the Membership Fee or for other reasons as specified in this Tariff.

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 the property served, that has qualified for service and been certified as a member in accordance with the Corporation's Tariff. (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 in the Corporation. (See Tariff Section E. 10 b and Texas Business Organizations Code Sections 22.053, 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 is non-refundable upon termination of service. The membership fee cannot be more than 12 times the minimum monthly base rate. (30 TAC Section 291.3(25) Definitions, Texas Water Code Section 13.043(g))

Proof of Ownership – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate to be served by deed of trust, warranty deed, or other recorded documentation. (Texas Water Code Section 67.016(d))

Public Utility Commission of Texas (PUC) – State regulatory agency having jurisdiction of water and sewer utilities and appellate jurisdiction over the rates and fees charged by Non-Profit Water and Sewer Service Corporations.

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 systems serving communities with a population of less than ten thousand (10,000) people.

Renter – A consumer who rents or leases property from a Member or who may otherwise be termed a tenant. (See Tariff Section E. 11.)

Re-Service – Providing service to an Applicant at a location for which service previously existed and where there is an existing setting for a meter. Costs of such re-servicing shall be based on justifiable expenses in connection with such re-servicing. (See Tariff Section E. 7. b., and Section K Miscellaneous)

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. 01/09) or Non-Standard Service Contract)

Service Investigation Fee – A fee for costs associated with determining if service is available and determining cost of service. (See Tariff Section G. 1.)

Service Unit – The base 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. a., Section K Miscellaneous)

Subdivide – To divide the surface area of land into lots or tracts. (Texas Local Government Code Section 232.021(11) Definitions, Texas Water Code Section 13.2502(e) (1))

Sub-divider – An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (Texas Local Government Code Section 232.021(12) Definitions)

Subdivision – An area of land that has been subdivided into lots or tracts. (Local Government Code Section 232.021(13) Definitions)

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 TCEQ.

Texas Commission on Environmental Quality (TCEQ) – State regulatory agency having jurisdiction of water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Non-Profit Water and Sewer Service Corporations.

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)

Transferee – An Applicant receiving a Fayette WSC Membership by legal means from a person or entity desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff Section E. 10 c., Miscellaneous Transaction Forms, Texas Water Code Section 67.016)

Usage – Amount billed or to be collected based on the meter reading taken on a monthly basis.

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. (Texas Water Code Section 67.011 (b)).

SECTION D. GEOGRAPHIC AREA SERVED**CERTIFICATE OF CONVENIENCE AND NECESSITY**

To Provide Water Service under Texas Water Code,
Texas Commission on Environmental Quality and Public Utility Commission of Texas
Substantive Rules

Certificate No. 10726**I. Certificate Holder:**

Name: Fayette Water Supply Corporation

Address: 200 Bordovsky Rd
P.O. Box 724
La Grange, Texas 78945

II. General Description and Location of Service Area:

See Attached

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map, WRS-255, maintained in the offices of the Texas Commission on Environmental Quality, 12011 Park 35 Circle, Austin, Texas and Public Utility Commission of Texas, 1701 North Congress Avenue, Austin, Texas with all attendant privileges and obligations.

This certificate is issued under Application No. 30999-C and subject to the rules and orders of the Commission, the laws of the State of Texas; conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Dated:

ATTEST: _____

For the Commission

Approved _____

MAP OF CCN AREA

See maps attached

SECTION E. SERVICE RULES AND REGULATIONS

1. **Service Entitlement.** The Applicant(s) shall be considered qualified and entitled to water utility service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. (30 TAC 291.85(a))

2. **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 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 are not required and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4" sized water meter services set on existing pipelines or pressure collection facilities installed or connected to collection lines no more than five feet in depth.
 - b. **Non-Standard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account (see E 7 of this section), or an addition to the supply, storage and/or distribution/collection system. The service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service.

3. **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 the account. (See Sample Application RUS-TX Bulletin 1780-9 (Rev. 01/09))
 - a. A Right-of-Way Easement Form, Sanitary Control Easement, 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. 01/09), 30 TAC 290.47 Appendix C.) **NOTE:** This requirement may be delayed for Non-Standard 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 recordable documentation of title to the real estate designated to receive service. (Texas Water Code Sections 67.016 (e), and 13.002 (11)).
 - c. On the request by the property owner or owner's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium 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 meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of sub-meters or individual meters. The Corporation shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in Section G. The cost of individual 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. (30 TAC 291.81(a)(1))
- e. If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant easement required under this Tariff and in addition to the normally required fees for new customer service, shall pay such sums as are reasonably necessary to cap the existing line in the ROW and construct the appropriate line or lines within that easement for the Corporation's system-wide service. (see Miscellaneous Transaction Forms)

- 4. *Extension Policy.*** The Fayette Water Supply Corp. (FWSC) is approving an extension policy to help with the customers extending FWSC lines. The extension policy will cause the customer, who connects to the existing line, to pay his share of the cost. This policy in turn will reimburse the customer a percentage of the initial cost.

The extension policy will be as follows:

If a customer connects to an extended line within one (1) year, the new customer will be required to pay 50% of the extension cost. The payment of 50% will be reimbursed to the customer extending the line;

If a customer connects to an extended line within two (2) years, the new customer will be required to pay 33% of the extension cost. The payment of 33% will be reimbursed to the customer extending the line;

If a customer connects to an extended line within three (3) years, the new customer will be required to pay 25% of the extension cost. The payment of 25% will be reimbursed to the customer extending the line; and,

After three (3) years, no reimbursement will be made to the original customer.

The period of time will start when the meter is energized; this time is regardless of usage.

An example of the extension policy would be as follows:

John Doe pays FWSC to extend their lines about 1,000 feet for a cost of \$2,000. The meter is set on July 1, 1997. Mr. Doe does not use any water till Feb. 1, 1998. Mrs. Frank Woe wants to get on the new extension. She pays for her new meter on August 15, 1998. The new meter is installed on Sept. 1, 1998. Mr. Roger Boe also pays for a new connection on June 15, 1999. The new meter is installed on July 5, 1999.

The reimbursement would be as follows:

Mr. John Doe would get \$660 from Mrs. Woe, and

Mr. John Doe would get \$500 from Mr. Boe.

No money would be reimbursed to Mr. Doe after July 1, 2000.

This policy adopted on September 15, 1997 and becomes effective immediately.

5. **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. (See Miscellaneous Transaction Forms.)
6. **Ownership of equipment.** All water meters and equipment and materials required to provide water service to the point of customer connection; a water meter or service tap, is the property of the Corporation upon installation, and shall be maintained by the water system only.
7. **Activation of Standard Service.**
 - a. **New Tap** – The Corporation shall charge a non-refundable service installation fee as required under Section G of this tariff. The service installation fee shall be quoted in writing to the Applicant. Any debt owed to the Corporation and all fees shall be paid or a deferred payment contract signed in advance of installation. (30 TAC 291.86 (a)(1)(A))
 - b. **Re-Service** – On property where service previously existed, the Corporation shall charge the Membership Fee (where the Membership Fee has been liquidated or forfeited), reconnection costs, any debt owed to the Corporation if the applicant is the person that previously incurred those charges, and other applicable costs necessary to restore service.
 - c. **Performance of Work** – All tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all application requirements have been met. The tap for a standard service request shall be completed within five (5) working days whenever practicable, but not later than 10 working days. This time may be extended for Digtess line locates, when applicable allowing 2-3 weeks to obtain county or state permits or for installation of equipment for Non-Standard Service Request. (See Section F)
 - d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to insure 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 required by the Corporation. (30 TAC 290.46(j); Section I Service Application and Agreement)
8. **Activation of Non-Standard Service.** Activation of Non-Standard Service shall be conducted as prescribed by terms of Section F of this Tariff.
9. **Changes in Service Classification.** If at any time the Corporation determines that the customer service needs changed from those originally 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, Section E 18 a.
10. **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. (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, Section E Sub-Section 1. Service Entitlement)

- c. **Transfers of Membership.** – (Texas Water Code Section 67.016)
- 1) A Member 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 9 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 10 c. 3 of this Section.
 - 3) Qualifications for service upon transfer of Membership set forth in Subsection 10 c. (1) of this and 10 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 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 ; and
 - (c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.
 - 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 10th day according to disconnection with notice requirements. Additional time may be allowed at the directions of the manager or 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. 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 Subsection E 7. 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 to the Corporation, provided proper notice has been given (see Tariff Section E, Subsection 18.). The Corporation shall 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 7. Of this Tariff.
- f. **Cancellation Due To Policy Non-Compliance** – 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. **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 18. Of this Tariff, with a copy of the notice to the bankruptcy Trustee.
- h. **Cancellation and Re-Assignment of Membership as a Result of Divorce (or Dissolution of Joint Tenancy)** – The Corporation shall transfer the membership to a spouse (or joint tenant) 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) requesting transfer, such as final divorce decree, temporary court order, 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.

11. Owners 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 owner of the property 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 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.

12. Renter's Policy. - Rental accounts will remain in the property owner's name. The first bill will be mailed to the tenant/renter. The second notice, if needed, will be mailed to the tenant/renter and property owner. When the rental property is vacant, the bill will be mailed to the property owner. The owner is ultimately responsible for any unpaid charges left by their tenant/renter. (See Texas Water Code Section 67.016(d))

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

- a. Failure of the Applicant 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 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 of the Corporation upon connection.
- d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;
- e. Failure of Applicant 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 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.
- i. Failure of the Applicant 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 or Transferee received service. (Also see E 10.)

14. 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 of Directors of the Corporation.

- 15. *Insufficient Grounds for Refusal of Service.*** The following shall not constitute sufficient cause for the refusal of service to an Applicant:
- Delinquency in payment for service by a previous member or occupant of the premises to be served;
 - Failure to pay a bill to correct previous under billing due to misapplication of rates more than six (6) months prior to the date of application;
 - Violation of the Corporation's rules pertaining to operation of non-standard 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;
 - 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;
 - 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. *Deferred Payment Agreement.*** The Corporation may offer a deferred payment plan 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 Miscellaneous Transaction Forms) Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued. The Corporation may consider another deferred payment agreement provided payments will be made by automatic bank draft or credit/debit card. Non-payment of any amount under an additional deferred payment agreement 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 agreement.
- 17. *Charge Distribution and Payment Application.***
- The Base Rate** is for the billing period from the previous meter reading date to the current meter reading date. Billings for this amount shall be mailed on or about the 1st business day 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.
 - Gallon 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.
 - Posting of Payments** – All payments shall be posted against previous balances and late fees prior to posting against current billings.
 - 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 of \$2.95 associated with Credit Card payments to those customers which make payment by credit card in accordance with consumer laws.

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

- a. The Corporation shall mail all bills on or about the 1st business day 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 (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. 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. 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 disconnect 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 15 day payment period for a total of no more than 25 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.

19. *Rules for Disconnection of Service.* 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. For the purposes of disconnecting sewer service under these policies, water service will be terminated in lieu of disconnecting sewer service. In instances of nonpayment of sewer service or other violations by a Member who is not a water customer, the Corporation has the option to disconnect the sewer tap or take other appropriate actions.

- 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 non-negotiable 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 (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 or the 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 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 or meter boxes, and unrestrained 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 reapply 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 or solid waste service provided by Fayette Water Supply Corporation pursuant to the Corporation’s Agreement with the [Name of Utility]. (See Miscellaneous Transaction Forms for sewer utility service agreement: 30 TAC 291.88(e), 291.87(g); Texas Water Code 13.147, 13.250(b) (2)); solid waste: 30 TAC 291.88(a) (2) (F), Texas Health and Safety Code Section 364.037, Texas Local Government Code Section 552.910.
 - 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. (Note: 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/LESSEES.) (See attached Texas Water Code Section. 67.016 (d))
 - 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 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 15. Meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading.
 - 12) Failure by a Member to pay for all repair or replacement costs resulting from the Member 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, 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 or other service connection (See E 26. of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.

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 county health office. 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 potential hazardous condition under b 1. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will 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 who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
- 4) In instances of tampering with the Corporation's meter tap or equipment, by-passing the meter or equipment, or other diversion of water service.

NOTE: 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 under billing 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 under billing due to any faulty metering, unless the meter has been tampered with or unless such under billing charges are due under the Inoperative Meters subsection E 22. 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 beyond its control.
- 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 Texas Commission on Environmental Quality.
 - f. **Disconnection for Ill Customers** – The Corporation may not discontinue service to a delinquent residential Member or renter/leasee permanently residing in an individually metered dwelling unit when that Member or renter/leasee establishes 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 renter/leasee 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 renter/leasee enters into a Deferred Payment Agreement (see Miscellaneous Transaction Forms). The Corporation shall provide notice to the owner of the rental property in the event the renter/leasee requests service not be discontinued due to illness as per this subsection.
 - g. **Disconnection of Master-Metered Accounts and Non-Standard Sewer Services** – 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 in behalf of the owner to avert disconnection or to reconnect service to the complex.
 - h. **Disconnection of Temporary Service** – When an applicant with a 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.

20. 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.

- 21. Back-billing.** The Corporation may back-bill a Member for up to four (4) years (48 months) for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Member's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service.
- 22. 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.
- 23. Inoperative Meters.** Water meters found inoperative will be repaired or replaced 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.
- 24. 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 shall 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 Misc. 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, the Corporation shall adjust the bill once access has been regained and actual usage is determined.
- 25. 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 to divert service or to by-pass,
 - 4. Inserting objects into the meter,
 - 5. Other electrical and mechanical means of tampering with, by-passing, or diverting service,
 - 6. Connection or reconnection of service without Corporation authorization;
 - 7. Connection into the service line of adjacent customers of the Corporation; and
 - 8. Preventing the supply from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capability.

The burden of proof of Tampering is on the Corporation. 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 shall be prosecuted to the extent allowed by law under the Texas Penal Code Sections 28.03 and 12.21 and 12.22.

- b. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall disconnect service without notice as set forth in E.18.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 will be charged the total actual loss to the Corporation including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues. The Corporation also will 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.

26. *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 relocation plus administrative fees.

27. *Prohibition of Multiple Connections to a Single Tap.*

a. No more than one (1) residential, commercial, or industrial service connection is allowed per 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 Section E 27.) If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with E 18.

b. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 01/09) or See attached PUC Utili-Facts)

- 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 line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns 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 or as a commercial or industrial facility.
 - 2) A "primary delivery point" shall mean the physical location of a meter tap that is installed in accordance with this Tariff and applicable law and which provides water service to the residence or commercial or industrial facility of a member.

- 3) A “residence” shall mean any structure which is being used for 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, 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.
- 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, this Tariff requires that an additional meter installation and membership be purchased. 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. 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 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.

28. 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 TCEQ rules, this Tariff and applicable law. The Corporation may allow master metering and/or non-standard sewer service to these facilities at an Applicant’s request.

29. Member’s Responsibility.

- a. The Member shall provide access to the meter or sewer tap location as per the easement and service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall 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 shall 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 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. (30 TAC 290.46, Texas Health & Safety Code Chapter 366)
 - 2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any

- residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.46)
- 3) The Corporation may impose other site-specific requirements. All sewer and potable water service pipeline installations must be a minimum of nine feet apart and meet all applicable plumbing standards. Service shall 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 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 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 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

30. Bulk Water Accounts. - Bulk water accounts are considered wholesale customers and are not members of the corporation. They are a temporary service connection and are subject to separate fees from standard service accounts.

- a. **Activation of Bulk Water Service** shall be conducted as prescribed by terms of Bulk Water Rates and Procedure of this Tariff. (See 27.a)
- b. **Re-Service** - The same terms and fees which apply under the Activation of Bulk Water Service shall be applied to Re-Service requests.
- c. **Performance of Work** -- All taps and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all application requirements have been met. The tap for a bulk water service request shall be completed within five (5) working days whenever practicable, but not later than ten (10) working days.
- d. **Inspection of Bulk Water Service Connection** -- The property of the corporation shall be inspected to insure 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 backflow prevention device required by the Corporation. (30 TAC 290.46(j); Service Agreement Form)

SECTION F. DEVELOPER, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS

Part I. General Requirements.

This section details the requirements for all types of non-standard service requests.

1. ***Corporation's Limitations.*** All Applicants shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time, and with covenants of current indebtedness. The Corporation is not required to extend retail utility service to an Applicant in a subdivision where the responsible party (Applicant/Developer) of the applicable property (subdivision) has failed to comply with the terms of this policy. 13.2502 of the Texas Water Code requires that notice be given herein or by publication (See Miscellaneous Transaction Forms) or by alternative means to the Developers/Applicants. (Also see Section F. 11.)
2. ***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 Non-Standard Service are determined, including the Non-Standard 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 Non-Standard 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 Non-Standard Service will be furnished to the property. In most cases, the Applicant shall be the owner of real property for which Non-Standard 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 Non-Standard Service on behalf of such owner, or that it otherwise has authority to request Non-Standard Service for the real property.

3. ***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 non-standard 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 (15) feet. Non-residential or residential service applications requiring a larger sized meter typically will be considered non-standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. 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 Non-Standard Service Requests. The specific terms and conditions pursuant to which the Corporation will provide non-standard 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.

4. ***Non-Standard Service Application.*** The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service Contract by the Corporation:

- (a) The Applicant shall provide the Corporation a completed Non-Standard Service Application (See Section I this Tariff). The Applicant shall specify any Special Service Needs, such as large meter size, size of subdivision or multi-use facility.
- (b) A final plat (see Tariff Definition Section- Final Plat) approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by 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 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 Non-Standard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G of this Tariff 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, service may be extended provided that:
 - (i) The service location is not in an area receiving similar service from another retail Corporation;
 - (ii) The service location is not within another retail Corporation's Certificate of Convenience and Necessity; and
 - (iii) The Corporation's Certificate of Convenience and Necessity 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 Certificate of Convenience and Necessity, Corporation may extend 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 legal, surveying and engineering fees incurred by Corporation in securing the amendment).

5. **Design.** The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract in accordance with the following schedule:
 - a) The Corporation's 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 any applicable municipal or other governmental codes and specifications.
- b) The engineer's fees shall be paid out of the Non-Standard Service Investigation Fee under Tariff Section F 3.
 - c) The engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
 - d) The Corporation's 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 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) The Corporation's engineer will determine the fire flow design for any non-standard service request, including new subdivisions, based on density, type of structure, and other factors.
6. ***Non-Standard Service Contract.*** Applicants requesting or requiring Non-Standard Service **may** be requested to execute a written contract, drawn up by the Corporation's Attorney (see example Section I Sample Forms), in addition to submitting the Corporation's Non-Standard 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 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:
 - (a) Design of the Applicant's service facilities;
 - (b) Securing and qualifying bids;
 - (c) Execution of the Service Contract;
 - (d) Selection of a qualified bidder for construction;
 - (e) Dispensing advanced funds for construction of facilities required for the Applicant's service;
 - (f) Inspecting construction of facilities; and 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.

7. *Construction of Facilities by Applicant Prior to Execution of Service Contract.* – The Corporation and the Applicant must execute a Non-Standard 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 will 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.

8. *Dedication of Water System Extension to WSC.*

- a. Upon proper completion of construction of all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant (the “Facilities”), 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 (6) months following the date of the transfer.

9. *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 easements or else title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant. (See Sample Application Packet RUS Form 442-8 or 442-9 (Rev. 6-06))
- b. All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, such as including road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including 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.
- 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 and at the expense of the Applicant

10. *Bids for Construction.* – The Corporation’s Consulting Engineer shall advertise for bids 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 Engineer's determination), to prospective bidders. 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 sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project
- b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation
- c. The Contractor shall secure 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

11. *Pre-Payment for Construction and Service.* – 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 Non-Standard Service Contract.

12. *Construction.*

- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction 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, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.
- 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 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 *Non-Standard 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 non-standard 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 Non-Standard Service Contract if one has been executed. Applicant is advised that purchasers of lots also may have legal recourse to 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:

- i. Map and legal description of the area to be served using map criteria in 30 TAC 291.105(a) (2) (A-G)).
- ii. Time frame for:
 - a. Initiation of service
 - b. Service to each additional or projected phase following the initial service
- iii. 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
- iv. Flow and pressure for anticipated level of fire protection requested, including line size and capacity
- v. Specific infrastructure needs for anticipated level of fire protection requested, including line size and capacity
- vi. Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
- vii. Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.

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 30 TAC Section 291.105(a)(2)(A-G). It is important that the Applicant's written request be complete. A complete application by the Applicant should include:

- (a) The proposed improvements to be constructed by the Applicant;
- (b) A map or plat signed and sealed by a licensed surveyor or registered professional engineer;
- (c) The intended land use of the development, including detailed information concerning the types of land uses proposed;
- (d) 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;
- (e) A schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
- (f) A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.

Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the Corporation that he/she may request expedited decertification from the TCEQ.

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 and payment of the required fees. 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).

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 within 30 days of the date the Corporation receives the Applicant payment of the required fees. Applicant should respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's written request. In any case, the Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within 90 days from the date of the **initial** written application and payment of all required fees.

By mutual written agreement, the Corporation and the Applicant may extend the time for review beyond the 90 days provided for expedited petitions to the TCEQ.

3. **Final approval** – Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a non-standard service contract will be executed and the corporation shall provide service according to the conditions contained in the Non-Standard Service Contract.

SECTION G. RATES AND SERVICE FEES

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

1. ***Service Investigation Fee.*** The Corporation shall conduct a service investigation for each service application submitted at the Corporation office. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Non-Standard. 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 Non-Standard 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 Non-Standard Service Contract to the Applicant, and
 - (5) to provide other services as required by the Corporation for such investigation. A Non-Standard 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.)
2. ***Membership Fee.*** At the time the application for service is approved, a non-refundable Membership Fee must be paid for each service requested before service shall be provided 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 \$100.00 for each service unit.
 - b. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence.
3. ***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 in 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 in behalf of the Applicant. (See Section E 3. Section F 8. b.)
4. ***Installation Fee.*** The Corporation shall charge an installation fee for service as follows:
 - a. **Standard Service** shall include all current labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.
 - b. **Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by the Corporation under the rules of Section F of this Tariff.
 - c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E 3e of this Tariff.

5. **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 of the Corporation's facilities capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per 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 \$2400.00

6. **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 party that made the initial capital outlay to extend service to that area

7. **Monthly Charges.**

a. **Base Rate**

- (1) Water Service - the monthly charge for standard metered water service is for a 5/8" by 3/4" meter. The 5/8" by 3/4" meter charge is used as a base multiplier for larger non-standard meters in accordance with the following chart based on American Water Works Association maximum continuous flow specifications:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	MONTHLY RATE
5/8" by 3/4"	1.0	\$26.00
1"	2.5	\$65.00
1 1/2"	5.0	\$130.00
2"	8.0	\$208.00

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

- (1) Water per thousand gallons –

1 - 10,000	\$4.00
10,001 to 20,000	\$5.00
20,001 to 40,000	\$6.00
40,001 to 60,000	\$7.00
60,001 to 80,000	\$8.00
80,001 to 100,000	\$9.00
100,001 and over	\$10.00

- (2) The Corporation shall, 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 service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G. 7. Monthly Charges of this Tariff. (30 TAC 291.76(d))
8. **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 shall 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 of indebtedness for the year’s operations. (See Article XVIII of USDA Model Bylaws, Section 1)
9. **Late Payment Fee.** Once per billing period, a penalty of \$15.00 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, 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 Sec. E.16)
10. **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 non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$25.00. (See Miscellaneous Transaction Forms)
11. **Administrative Fee.** All accounts not paid in full by 5:00 PM the day before the cut-off date will be charged a \$50.00 fee.
12. **Reconnect Fee.** The Corporation shall charge a fee of \$50.00 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 7.b. Re-Service.
13. **Service Trip Fee.** The Corporation shall charge a trip fee of \$20.00 for any service call or trip to the Member’s tap as a result of a request by the Member or resident 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 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 shall charge \$50.00 per employee per hour for each additional hour required.
14. **Equipment Damage Fee.** If the Corporation’s facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and 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 shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member. 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.

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 23. The penalty may only be assessed against the person who committed the Tampering. An owner cannot be assessed for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.
16. ***Customer History Report Fee.*** A fee of \$5.00 shall be charged to provide a copy of the Members record of past water purchases in response to a Member's request for such a record.
17. ***Meter Test Fee.*** The Corporation shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, a charge of \$50.00 shall be imposed on the affected account.
18. ***Transfer Fee.*** An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$5.00.
19. ***Non-Disclosure Fee.*** A fee of \$5.00 shall be assessed any customer requesting in writing that personal information under the terms of this tariff not be disclosed to the public.
20. ***Record Copy Fee.*** A fee for the copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the Texas Government Code Section 552.261 et. seq.
21. ***Customer Service Inspection Fee.*** No fee will be assessed for each Standard Service Applicant before permanent continuous service is provided to new construction.
22. ***Regulatory Assessment.*** A fee of 0.5% of the amount billed for water service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. **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 Oct. 2002; TCEQ Section 291.76 (c))
23. ***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 will be billed and collected as a "pass through" charge to the customer.
24. ***Groundwater District Production Fee.*** No fee at this time per thousand gallons of water used by each customer; this fee is collected to pay a portion of the annual fee charged the Corporation by Fayette County Groundwater Conservation District based on the amount of water pumped from the Corporation's wells located within the boundaries of the District.
25. ***Other Fees.*** All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a customer or Member shall be charged to the recipient based on the cost of providing such service.

26. ***Cut or Damaged Lock Fee.*** It is illegal to remove or cut a lock that has been placed on a meter for non-payment. Theft of service charges may be filed against the offender by the Corporation and a fee of \$100.00 may be assessed to any account that removes a lock.
27. ***Bulk Water Fee.*** Service and tap fee \$150.00 (nonrefundable). Rental Deposit \$100.00 (refundable). \$10.00 per thousand gallons.

SECTION H. DROUGHT CONTINGENCY AND EMERGENCY WATER DEMAND MANAGEMENT PLAN

1. *Introduction*

The goal of this plan is to cause a reduction in water use in response to drought or emergency conditions so that the water availability can be preserved. Since emergency conditions can occur rapidly, responses must also be enacted quickly. This plan has been prepared in advance considering conditions that will initiate and terminate the water use restriction program.

A Drought/Emergency Management Committee consisting of two Board Members and the System Manager will monitor usage patterns and public education efforts and will make recommendations to the Board on future conservation efforts, demand management procedures or any changes to this plan. The Committee will develop public awareness notices, bill stuffers, and other methods that will begin and continue as a constant type of reminder that water should be conserved at all times, not just during a drought or emergency. This Committee will also review and evaluate any needed amendments or major changes due to changes in the FWSC service area population, distribution system or supply. This review and evaluation will be done on a regular basis of five years unless conditions necessitate more frequent amendments.

The plan will be implemented according to the three stages of water use restrictions as imposed by the Board. Paragraph 4 describes the conditions that will trigger these stages.

2. *Public Involvement*

Opportunity for the public to provide input into the preparation of the Plan was provided by the Board by scheduling and providing public notice of a public meeting to accept input on the Plan. Notice of the meeting was provided to all customers. In the adoption of this plan, the Board considered all comments from customers.

3. *Coordination with Regional Water Planning Group*

Being located within the Region K (Fayette County Groundwater Conservation District), a copy of this Plan has been provided to that Regional Water Planning Group.

4. *Trigger Conditions*

The Drought Emergency Management Committee is responsible for monitoring water supply and demand conditions on a monthly basis (or more frequently if conditions warrant) and shall determine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified triggers are reached. The Committee will monitor monthly operating reports, water supply or storage tank levels and/or rainfall as needed to determine when trigger conditions are reached. The triggering conditions described below take into consideration: the vulnerability of the water source under drought of record conditions, the production, treatment and distribution capacities of the system, and member usage based upon historical patterns. (See attached plan)

a. Stage I - Mild Condition: Stage I water allocation measures may be implemented when one or more of the following conditions exist:

- 1) Water consumption has reached 80 percent of daily maximum supply for three (3) consecutive days.
- 2) Water supply is reduced to a level that is only 20 percent greater than the average consumption for the previous month.
- 3) There is an extended period (at least eight (8) weeks) of low rainfall and daily use

has risen 20 percent above the use for the same period during the previous year.

- b. Stage II - Moderate Conditions:** Stage II water allocation measures may be implemented when one of the following conditions exist:
 - 1) Water consumption has reached 90 percent of the amount available for three consecutive days.
 - 2) The water level in any of the water storage tanks cannot be replenished for three (3) consecutive days.
- c. Stage III - Severe Conditions:** Stage III water allocation measures may be implemented when one of the following five conditions exist:
 - 1) 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) Water consumption of 95 percent or more of the maximum available for three (3) consecutive days.
 - 3) Water consumption of 100 percent of the maximum available and the water storage levels in the system drop during one 24-hour period.
 - 4) Natural or man-made contamination of the water supply source(s).
 - 5) The declaration of a state of disaster due to drought conditions in a county or counties served by the Corporation.
 - 6) Reduction of wholesale water supply due to drought conditions.
 - 7) Other unforeseen events which could cause imminent health or safety risks to the public.

5. *Stage Levels of Water Allocations*

The stage levels of water allocations are to be placed in effect by the triggers in Paragraph 4. The System shall institute monitoring and enforce penalties for violations of the Drought Plan for each of the Stages listed below. The water allocation measures are summarized below.

- a. Stage I - Mild Conditions**
 - 1) Alternate day, time of day, or duration restrictions for outside water usage allowed. (System will notify Customers which restriction is in effect)
 - 2) The system will reduce flushing operations.
 - 3) Reduction of customers' water use will be encouraged through notices on bills or other method.
- b. Stage II - Moderate Conditions**
 - 1) All outside water use is prohibited (except for a livestock or other exemption or variance granted under this section).
 - 2) Make public service announcements as conditions change via local media (TV, radio, newspapers, etc.).
- c. Stage III - Severe Conditions**
 - 1) All outside watering prohibited.
 - 2) Water use will be restricted to a percentage of each member's prior month usage. This percentage may be adjusted as needed according to demand on the system. Notice of this amount will be sent to each customer.
 - 3) Corporation shall continue enforcement and educational efforts.

NOTE:

- Refer to your water purchase contract for additional restrictions/requirements that may be imposed by stipulations from the wholesale supplier.
- There may be additional restrictions imposed by Governmental Entities.
- Meters will be read as often as necessary to insure compliance with this program for the benefit of all the customers.

6. *Initiation and Termination Procedures*

Once a trigger condition occurs, the Corporation, or its designated responsible representative, shall, based on recommendation from the Chairperson of the Drought/Emergency Management Committee, decide if the appropriate stage of water use restrictions shall be initiated. The initiation may be delayed if there is a reasonable possibility the water system performance will not be compromised by the condition. If water allocation is to be instituted, written notice to the customers shall be given.

Written notice of the proposed water use restrictions measure shall be mailed or delivered to each affected customer upon the initiation of each stage. Notice may be sent by email only if the customer chooses the option to receive email notices instead of mailed notices and provides a valid email address. In addition, upon adoption of Stage II or Stage III, a notice will be placed in a local newspaper or announced on a local radio or television station. The customer notice shall contain the following information:

- a. The date water restriction shall begin,
- b. The expected duration,
- c. The stage (level) of water allocations to be employed,
- d. Penalty for violations of the water allocation program, and
- e. Affected area or areas.

A sample Customer Notice of Water Restrictions conditions is included in Miscellaneous Transaction Forms of this tariff.

If the water allocation program extends 30 days then the Chairperson of the Drought/Emergency Management Committee or manager shall present the reasons for the allocations at the next scheduled Board Meeting and shall request the concurrence of the Board to extend the allocation period.

When the trigger condition no longer exists then the responsible official may terminate the water allocations provided that such an action is based on sound judgment. Written notice of the end of allocations shall be given to customers. A water allocation period may not exceed 60 days without extension by action of the Board.

7. *Penalties for Violations*

- a. **First Violation** –The customer/member will be notified by a written notice of their specific violation and their need to comply with the tariff rules. The notice will show the amount of penalty * of \$25.00 to be assessed and inform the customer that failure to pay the penalty will result in termination of service. Reconnection will require payment of the penalty and a charge for the service call to restore service. The notice will also inform the customer that additional violations will trigger more severe penalties and may result in termination of service regardless

of whether the customer pays the penalties.

- b. **Second Violation** - The Corporation will assess a penalty * of \$50.00. The notice of second violation will show the amount of penalty to be assessed and will inform the customer that failure to pay the penalty will result in termination of service to be restored only upon payment of penalty and service call to restore service. The notice will also inform the customer that additional violations will trigger more severe penalties and may result in termination of service regardless of whether the customer pays the penalties.
- c. **Termination** –Service will also be terminated for a period of seven days (7) days. The notice of termination will show the date on which water service will be terminated and the date on which service will be restored, unless the customer has failed to pay delinquent penalties, assessments or charges. Service will remain off until any delinquent penalty or other assessment is fully paid including a charge for the service call to restore service

These provisions apply to all customers of the Corporation.

NOTE: PENALTY * – A WSC is allowed to charge a reasonable penalty to customers that fail to comply with the water use restriction procedures in accordance with 30 TAC 291.41(j) if:

- (1) the penalty is clearly stated in the tariff;
- (2) the penalty is reasonable and does not exceed six (6) times the minimum monthly bill stated in the water supply corporation's current tariff; and
- (3) the water supply corporation has deposited the penalty in a separate account dedicated to enhancing water supply for the benefit of all the water supply corporation's customers.

8. Exemptions or Waivers

The Drought/Emergency Management Committee 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 or sanitation 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.

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 Plan shall file a petition for variance with the Drought/Emergency Management Committee within five (5) days after the Plan or a particular drought response stage has been invoked or after a condition justifying the variance first occurs. All petitions for variances shall be reviewed by the Committee and shall include the following:

- Name and address of the petitioner(s).
- Purpose of water use.
- Specific provision(s) of the Plan from which the petitioner is requesting relief.
- 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 Plan.
- Description of the relief requested.
- Period of time for which the variance is sought.
- 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.
- Other pertinent information, as requested by the Committee.

Variances granted by the Committee shall be subject to the following conditions, unless specifically waived or modified by the Committee or Board of Directors:

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when the water allocation is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance allowed for a condition requiring water allocation will continue beyond the termination of water allocation under Section F. Any variance for a subsequent water allocation must be petitioned again. The fact that a variance has been granted in response to a petition will have no relevance to the Committee's decision on any subsequent petition.

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

9. *Implementation*

The Board establishes a Drought/Emergency Management Committee by Resolution, the chairperson of which will be the responsible representative to make Drought and Emergency Water Management actions. This Committee will review the procedures in this plan annually or more frequently. Modifications may be required to accommodate system growth, changes in water use demand, available water supply and/or other circumstances.

This Plan was adopted by the Board at a properly noticed meeting held on _____.

**SECTION I:
SAMPLE
APPLICATION
PACKET**

Water Supply Corporation Service Application and Agreement Form (USDA RUS-TX Bulletin 1780-9 (Rev. 1-09) (FWSC Revised 2013))

Right-of-Way Easement (General Type) (Form RD-TX 442-9 (Rev. 6-06) (FWSC Revised 2013))

Membership Transfer Authorization Form (If applicable)

Non-Standard Service Application (If applicable)

Non-Standard Service Contract (If applicable)

FAYETTE WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

PO Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office 979-968-6475
Fax 979-968-8239
Email fayettewsc@yahoo.com

CORPORATION USE ONLY

Date Approved: _____
Service Classification: _____
Cost: _____
Work Order Number: _____
Eng. Update: _____
Account Number: _____
Service Inspection Date: _____

Please Print: DATE _____

APPLICANT'S NAME _____

CO APPLICANT'S NAME _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE NUMBER: Home/Cell (_____) _____ - _____ Work (_____) _____ - _____

EMAIL ADDRESS: _____

PROOF OF OWNERSHIP PROVIDED BY **COPY OF RECORDED DEED** _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

ACREAGE _____ HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: ☐ Hispanic or Latino

☐ Not of Hispanic or Latino

Race:

☐ White

☐ Black or African American

☐ American Indian/Alaska Native

☐ Asian

☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

EQUAL OPPORTUNITY PROGRAM EQUAL OPPORTUNITY PROGRAM

AGREEMENT made this _____ day of _____, 20_____,
between ***Fayette Water Supply Corporation***, a corporation organized under the laws of the State of
Texas (hereinafter called the Corporation) and _____

(Applicant(s) Printed Name)

(hereinafter called the Applicant and/or Member),

Witnessed:

The Corporation shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
 - 1) a new water system or
 - 2) expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expense, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air-gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0 % lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials.

These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system-wide service for existing or future members.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

(Applicant(s) Signature)

(Co-Applicant(s) Signature)

(Approved and Accepted)

(Date)

**UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service**

RIGHT-OF-WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name(s) as stated on Deed of Property)

(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Fayette Water Supply Corporation (FWSC) (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records,

_____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20____

(Signature)

(Printed Name)

ACKNOWLEDGMENT
(Individual)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____
(Date)

(Name(s) as printed above)

(SEAL)

Notary Public, State of Texas

FAYETTE WATER SUPPLY CORPORATION MEMBERSHIP TRANSFER AUTHORIZATION

Transferor hereby surrenders Membership in the FWSC by execution of the attached Stock Certificate. Water service rights granted by Membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of the FWSC.

By execution hereof, the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of Membership in accordance with the laws of the State of Texas.

- (1) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
- (2) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
- (3) The Membership is transferred without compensation or by sale to the Corporation; or
- (4) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

Transferee understands that qualification for Membership is not binding on the Corporation and does not qualify Member for continued water service unless the following terms and conditions are met:

- (1) This Membership Transfer Authorization Form is completed by the Transferor and Transferee;
- (2) The Transferee has completed the required Application Packet;
- (3) All indebtedness due the Corporation has been paid;
- (4) The Membership Certificate has been surrendered, properly endorsed, by the record Transferor;
- (5) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose; and
- (6) Any other terms and conditions of the Corporation's Tariff are properly met.

Signature of Transferor

Signature of Transferee

MEMBERSHIP TRANSFER AUTHORIZATION (CONTINUED)

Transferor's Name

Transferee's Name

Forwarding Address

Current Address

City, State, Zip Code

City, State, Zip Code

Phone

Phone

Account Number _____ Final Reading _____ Reading Date _____

Location of the Meter _____

Note: A fee of \$5.00 is charged to the Transferee on all transfers.

ACKNOWLEDGMENT

The State of Texas
County of Fayette

IN WITNESS WHEREOF the said Transferor and Transferee have executed this instrument
this ____ day of _____, 20____.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day
personally _____ appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and
acknowledge to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ day of _____,
20____.

(SEAL)

Notary Public in and for
_____ County, Texas
Commission expires _____

FAYETTE WATER SUPPLY CORPORATION (New form 4/2014)
NON-STANDARD SERVICE APPLICATION

Please Print or Type

Applicant's name/Company _____

Address/City/State/ZIP: _____

Phone number (____) _____ - _____ FAX (____) _____ - _____

E-mail _____

Please attach a legal description of the proposed development as listed in deed records as a filed plat or parcel of land where other types of non-standard water/sewer service is requested. Plat requirements include: name of subdivision, owner/developer's name, lot sizes and lot lines, lot numbers, right of way dimensions and dedicated utility easements, legal description, highway and county road numbers, total acreage, adjoining property owners, flood plain, and vicinity map. Instrument must show proof of ownership; preliminary plats are acceptable for discussion purposes but an "approved plat" must be provided before contract closing.

Check type of service application or development:

- ☐ Residential Subdivision ☐ Multi-family ☐ Mobile Home Park ☐ Trailer Park ☐ School
☐ Line Extension ☐ Commercial/Industrial Park ☐ Large Meter (>1")
☐ Multi-use Facility ☐ Other

Please list all water demand criteria for each meter or meter equivalent, or attach any engineering studies completed for the proposed service:

Maximum number of proposed lots: _____ Range of standard lot sizes: _____

Acreage _____

Please describe in detail the nature and scope of the project/development.

Initial needs _____

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.

Please list any additional special service needs not listed above.

Please provide the flow, pressure and infrastructure needs for anticipated level of fire protection requested or required by ordinance, including line sizes and capacity.

Please provide the timeline for initiation of this service, and for service to each additional or projected phase following initial service, including a schedule of events leading up to the anticipated date of service. Specify this for all additional or projected phases.

Please describe how the utility may access the property during evaluation of application.

Please attach the following information, as applicable:

- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- If applying for a single tap that requires a line extension, road bore, or upsizing of facilities, maps or plans detailing the location of the requested service installation and/or extension and details of demand requirements.

Required Fees

Applicant is required to pay a Non-Standard Service Investigation Fee to be determined by the corporation in accordance with Section G of the Corporation's tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation will 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 the Investigation Fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant agrees to pay all additional expenses that have been or will be incurred by the Corporation and Corporation will have no obligation to complete processing of the Applications until all remaining expenses have been paid.

Corporation's response to service request

The Corporation will prepare a written response to Applicant's service request within 90 days from the date the application was submitted and the required fees were paid. The Corporation's response will state the timeframe, within which the requested service can be provided, and the costs for which the Applicant will be responsible, which may include capital improvements, easements or land acquisition costs, and professional fees.

Applicant has received and reviewed Section F of the Corporation's tariff and agrees to comply with all the requirements contained therein.

Under penalties of perjury, I declare that I have reviewed the information presented in this Application, including accompanying documents, and to the best of my knowledge and belief, the information is true, correct and complete.

Print Applicant/Name of Company

Signature of Authorized Representative

Date

For Corporation Use Only

Date application received

Amount Fees Paid / Date Paid

Signature WSC staff member

FAYETTE WATER SUPPLY CORPORATION NON-STANDARD SERVICE CONTRACT

THE STATE OF TEXAS
COUNTY OF FAYETTE

THIS CONTRACT is made and entered into by and between _____, hereinafter referred to as "Applicant", and Fayette Water Supply Corporation, hereinafter referred to as "WSC" or "Corporation".

WHEREAS, Applicant is engaged in developing that certain _____ acres of land in _____, County, Texas, more particularly known as the _____ subdivision, according to the plat thereof recorded at Vol. _____, Page _____ of the Plat Records of _____ County, Texas, said land being hereinafter referred to as "the Property"; and,

WHEREAS, WSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Applicant has requested WSC to provide such water service to the Property through an extension of WSC's water system, which includes all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant, such extension being hereinafter referred to as "the Water System Extension"; NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Applicant and WSC agree and contract as follows:

1. **Engineering and Design of the Water System Extension.**

- (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the WSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by WSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the WSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".
- (b) The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development as provided to WSC by the Applicant. WSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the WSC, subject to the obligation to reimburse the Applicant for any such oversizing as provided below.

2. **Required Sites, Easements or Rights-of-Way.**

- (a) Applicant shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.
- (b) Any easements acquired by the Applicant shall be in a form approved by the

WSC (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to WSC upon proper completion of the construction of the Water System Extension.

- (c) The validity of the legal instruments by which the Applicant acquires any such easements and by which Applicant assigns such easements to WSC must be approved by WSC's attorney.

3. **Construction of the Water System Extension**

- (a) Applicant shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the WSC. WSC may reject any bid.
- (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. WSC shall have the right to inspect all phases of the construction of the Water System Extension. Applicant must give written notice to WSC of the date on which construction is scheduled to begin so that WSC may assign an inspector. WSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. **Dedication of Water System Extension to WSC.**

- (a) Upon proper completion of construction of the Water System Extension and final inspection thereof by WSC, the Water System Extension shall become the property of the WSC. The Water System Extension 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 Water System Extension shall be made by the WSC.
- (b) Upon transfer of ownership of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for ____ months following the date of the transfer.

5. **Cost of the Water System Extension.**

- (a) Applicant shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
 - (1) engineering and design;
 - (2) easement or right -of-way acquisition;
 - (3) construction;
 - (4) inspection;
 - (5) attorneys' fees; and
 - (6) governmental or regulatory approvals required to lawfully provide service.
 - (7) Applicant shall indemnify WSC and hold WSC harmless from all of the foregoing costs.
- (b) Provided, however, nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by WSC.
- (c) If WSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of WSC, WSC shall reimburse Applicant for the additional costs of construction attributable to the oversizing,

as determined by the WSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to WSC.

6. **Service from the Water System Extension.**

- (a) After proper completion and dedication of the Water System Extension to WSC, WSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of WSC and the payment of the following:
 - (1) All standard rates, fees and charges as reflected in WSC's approved tariff;
 - (2) Any applicable Equity Buy-In fee adopted by WSC;
- (b) It is understood and agreed by the parties that the obligation of WSC to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
- (c) Unless the prior approval of WSC is obtained, the Applicant shall not:
 - (1) construct or install additional water lines or facilities to service areas outside the Property;
 - (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
 - (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. **Notices.**

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the WSC shall be addressed:

Any notice mailed to Applicant shall be addressed:

Either party may change the address for notice to it by giving **written** notice of such change in accordance with the provisions of this paragraph

9. **Breach of Contract and Remedies.**

- (a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- (b) In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.
- (c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Contract.

10. **Third Parties.**

It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.

11. **Captions.**

Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.

12. **Context.**

Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

13. **Mediation. [Optional]**

Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.

14. **Litigation Expenses.**

Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

15. **Intent.**

The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.

16. **Multiple Originals.**

This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.

17. **Authority.**

The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.

18. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

19. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

20. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the WSC and the Applicant, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

21. **Governing Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in _____ County, Texas.

22. **Venue.**

Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in _____ County, Texas.

23. **Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

24. **Assign-ability.**

The rights and obligations of the Applicant hereunder may not be assigned without the prior written consent of the WSC.

25. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

Fayette Water Supply Corporation

APPLICANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**SECTION J.
MISCELLANEOUS
TRANSACTION
FORMS &
INFORMATION**

Fayette Water Supply Corporation

Water Rates and Fees

Affective March 1, 2015

Base Rate (0 gallons)

5/8 x 3/4 Meter	\$26.00
1" Meter	\$65.00
1 1/2' Meter	\$130.00
2" Meter	\$208.00

Water Usage Rates (per 1,000 gallons)

1 - 10,000	\$4.00
10,001 to 20,000	\$5.00
20,001 to 40,000	\$6.00
40,001 to 60,000	\$7.00
60,001 to 80,000	\$8.00
80,001 to 100,000	\$9.00
100,001 and over	\$10.00

Regulatory Fee (State Assessment)	0.50%
-----------------------------------	-------

Late Payment Fee	\$15.00
------------------	---------

*For bills paid after the 15th of the month

Administration Fee	\$50.00
--------------------	---------

*Processing reports for non-payment of services

Cut Lock Fee	\$100.00
--------------	----------

*Cutting a lock on FWSC's meter is a felony for theft of service and charges will be pressed

Service Trip Fee	\$20.00
------------------	---------

*Refer to FWSC Tariff Section G.15.

Copies at Customer's Request	\$1.25
------------------------------	--------

Membership Fee	\$100.00
----------------	----------

Equity Buy-In Fee	\$2,400.00
-------------------	------------

Installation Fee	\$1,450.00
------------------	------------

*Additional cost may apply for line extensions, brush clearing, and/or road bores

Membership Transfer Fee	\$5.00
-------------------------	--------

Reconnect Fee	\$50.00
---------------	---------

PUC requirements state "One Meter Per Residence"

Texas Administrative Code (30 TAC)

BULK WATER RATES AND PROCEEDURE

Service and/or Tap Fee of \$150.00 – Nonrefundable

Rental Deposit of \$100.00 – Refundable

RATE: \$10.00 per 1,000 gallons. Submit Service Application

- **Submit Service Application**
- **Meter is installed BY FWSC operator at flush valve to bill accurate usage.**
- **Customer to call in monthly usage. FWSC operator to verify final reading.**
- **Terms for payment are in agreement with general membership billing requirements. Payment is due on or before the 15th of the month. \$10.00 Late Fee will apply after the 15th of the month. Additional 10 days are extended. If payment is not received before the 10 days, meter is locked for non-payment and an additional \$50.00 administrative fee is applied. Account must be paid in full before reconnection of service. This applies unless prior arrangements have been made with the FWSC office.**

NOTICE TO HOMEOWNERS AND PLUMBERS

Fayette Water Supply Corporation (hereinafter called Utility) hereby notifies all plumbers and homeowners that all water utilities in the state of Texas must comply with the rules and regulations of the Texas Commission on Environmental Quality concerning construction and renovation of and additions and modifications to private plumbing facilities.

Utility has adopted Southern Plumbing Code as the prevailing guide for plumbing facility construction and modification standards, particularly regarding the prohibition of the use of lead solder and fittings and the prohibition of cross-connections within the plumbing system. By execution of this document, the homeowner and plumber certifies that all plumbing meets, to the best of their knowledge, the following conditions on the date executed below:

1. No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air-gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.
2. No cross-connection between the public drinking water supply and a private water system or well exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed. A service agreement shall be maintained according to the utility's rules for annual inspection and testing by a certified backflow prevention device tester.
3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.
4. No pipe or pipe fittings which contains more than 8.0% lead exists in the private plumbing facilities installed on or after July 1, 1988.
5. No solder or flux which contains more than 0.2% lead exists in the private plumbing facilities installed on or after July 1, 1988.

This document will be retained as a part of the utility's permanent files along with all plumbing inspection documents. By execution hereof, I certify that the foregoing is true and correct and that I am legally responsible for the validity of the information I have provided. I also understand that the utility will inspect all private plumbing facilities and that I, the homeowner and plumber shall be present to demonstrate compliance.

_____ Signature of Homeowner	_____ Date
_____ Signature of Plumber	_____ Date

Plumber's Name and License No. (Please print)

(Note to Utility: Attach this form to all plumbing inspection forms for record)

f:\msoffice\winword\fwsc\forms\notice to homeowners



Fayette Water Supply Corporation

P.O. Box 724
La Grange, Texas 78945
979-968-6475 Main
979-968-8239 Fax

MEMBER'S NOTICE OF INSUFFICIENT INFORMATION

Date

Member(s) Name

Member(s) Address

Member(s) Name,
Account # *****

You are hereby advised that the INCOMPLETE status of your (SEE LIST BELOW FOR WHICH) FORMS is jeopardizing your Membership with the Corporation. If our office does not receive COMPLETED DOCUMENTS OR PROPER INFORMATION within ten days of the date of this notice, your utility service will be terminated (date, 10 business days from mail date). To regain service after termination, you must re-apply for Membership and pay all costs applicable to a new Member under the terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances on the Disconnection Date indicated above.

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

- A. SERVICE APPLICATION AND AGREEMENT
- B. RIGHT-OF-WAY EASEMENT
- C. COPY OF RECORDED DEED
- D. MEMBERSHIP TRANSFER
- H. OTHER INFORMATION _____

Thank you for your attention to this matter. If you have any questions, please contact us at 979-968-6475.

Sincerely,

FWSC Accounting/Office Manager

VIA CERTIFIED MAIL: *****

**CUSTOMER REQUEST THAT PERSONAL
INFORMATION CONTAINED IN UTILITY RECORDS
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of \$5.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for \$5.00 to:

FWSC
P.O. Box 724
La Grange, TX 78945

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Detach and Return This Section

I want you to make my personal information, including my address, telephone number, account records, and social security number confidential. I have enclosed my payment of \$5.00 for this service.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

Fayette Water Supply Corporation

P.O. Box 724
La Grange, Texas 78945
979-968-6475 Main
979-968-8239 Fax

NOTIFICATION OF NEW RENTER INFORMATION

Owner Name: _____ FWSC Account #: _____

Service Address: _____

(This is the 911 address-If you have not gotten a 911 address please contact the County Judge Office at 979-968-6469 or an application is available on-line at www.co.fayette.tx.us.)

Renter(s) Name: _____

Move in Date: _____ Meter Reading: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Primary Phone #: _____ Secondary Phone #: _____

E-Mail Address: _____

Owner(s) Signature: _____ Date: _____

Renter(s) Signature: _____ Date: _____

~~~~~

### FWSC USE ONLY

Date received \_\_\_\_\_ Employee Receiving Information \_\_\_\_\_

Date of First Bill \_\_\_\_\_ Date Entered \_\_\_\_\_

Date Scanned \_\_\_\_\_ Employee Scanning Information \_\_\_\_\_

Miscellaneous comments/instructions \_\_\_\_\_

## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

### NOTIFICATION OF PREVIOUS RENTER INFORMATION

Owner Name: \_\_\_\_\_ FWSC Account #: \_\_\_\_\_

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

(This is the 911 address-If you have not gotten a 911 address please contact the County Judge Office at 979-968-6469 or an application is available on-line at [www.co.fayette.tx.us](http://www.co.fayette.tx.us).)

Renter(s) Name: \_\_\_\_\_

Move out Date: \_\_\_\_\_ Meter Reading: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone #: \_\_\_\_\_ Secondary Phone #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Owner(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Renter(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

~~~~~

FWSC USE ONLY

Date received _____ Employee Receiving Information _____

Date of Final Bill _____ Date Entered _____

Date Scanned _____ Employee Scanning Information _____

Miscellaneous comments/instructions _____

Fayette Water Supply Corporation

P.O. Box 724
La Grange, Texas 78945
979-968-6475 Main
979-968-8239 Fax

REQUEST TO UPDATED / CHANGE ACCOUNT INFORMATION

Owner Name: _____ FWSC Account #: _____

Service Address: _____

(This is the 911 address-If you have not gotten a 911 address please contact the County Judge Office at 979-968-6469 or an application is available on-line at www.co.fayette.tx.us.)

Mailing Address: _____

City: _____ State: _____ Zip: _____

Primary Phone #: _____ Secondary Phone #: _____

E-Mail Address: _____

Signature: _____ Date: _____

FWSC USE ONLY

Date received _____ Employee Receiving Information _____

Date Entered _____ Employee Entered _____

Date Scanned _____ Employee Scanning Information _____

Miscellaneous comments/instructions _____

FAYETTE WATER SUPPLY CORPORATION OPEN RECORDS REQUEST

Pursuant to the Public Information Act, Texas Government Code, Section 552, I hereby request the following information currently existing in the records of the Fayette Water Supply Corporation (FWSC), Texas:

List information as specifically as possible, including name and dates. Attach a separate sheet to this form if necessary.

_____ I wish a copy of the requested information. I understand that I must pay ten cents per page for standard size paper copies. Information copied onto nonstandard-size paper, cassette tapes or computer disks and photographs will require additional charges.

_____ I will pick up the copies. Please call me at _____ when they are ready.

_____ Please bill me and mail the copies (after payment is made) to _____. I understand that postage and shipping will be added to the charge for copies.

_____ I do not want copies, but wish to inspect the originals of the requested information. Please call me at _____ to schedule a time when the records will be available for viewing.

In making this request I understand that **Fayette Water Supply Corporation is under no obligation to create a document** to satisfy my request or to comply with a standing request for information. I further understand that the information will be released only in accordance with the Public Information Act, which may require a determination as to confidentiality by the Texas Attorney General prior to a release. I further understand that FWSC has 10 business days in which to request such a determination.

Date

Requester's signature

Requester's Address

Requester's printed name

Requester's Phone Number

Requester's email address

~~~~~

### FWSC USE ONLY

Date received \_\_\_\_\_ Employee receiving information \_\_\_\_\_

Date forwarded to Legal, if applicable \_\_\_\_\_ Date released \_\_\_\_\_

Employee releasing information \_\_\_\_\_

Miscellaneous comments/instructions \_\_\_\_\_

\_\_\_\_\_



# Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

## CUSTOMER NOTICE OF WATER USE RESTRICTIONS

Date

Member(s) Name

Member(s) Address

RE: Customer Notice of Water Use Restrictions  
Account #\*\*\*\*\*

Member(s) Name,

Due to extreme water usage during the past weeks, our system is unable to meet the demand of all water needs. Therefore, under our Drought Contingency and Emergency Water Demand Management Plan on file with the Texas Commission on Environmental Quality, Stage \_\_\_\_ - \_\_\_\_\_ allocations will begin on \_\_\_\_\_ and will be in effect no later than \_\_\_\_\_ or until the situation improves.

Stage \_\_\_\_ allocation restricts your water use as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The Board has authorized those penalties and measures contained in the Corporation's tariff that may be levied against you and placed on your account(s) if you are found violating this allocation. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from this water use restrictions program please contact us in writing at the address above. A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan is available for review at our business office. A copy may be obtained for standard copying charges.

Thank you for your cooperation.

Sincerely,

\_\_\_\_\_  
FWSC General Manager

VIA CERTIFIED MAIL: \*\*\*\*\*



Fayette Water Supply Corporation  
P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

## CUSTOMER NOTICE OF FIRST VIOLATION AND PENALTY

Date

Member(s) Name

Member(s) Address

RE: Customer Notice of First Violation & Penalty

Violation: Account #\*\*\*\*\*

Member(s) Name,

You are hereby notified that on \_\_\_\_\_ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

This is the FIRST NOTICE of violation. You are hereby notified of a violation of our water use restrictions notice sent to all customers on \_\_\_\_\_ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF WATER USE RESTRICTIONS]). Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of \$25.00, to be received in the Corporation's business office no later than \_\_\_\_\_ a. m. / p. m., \_\_\_\_\_. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You are directed immediately to restrict your water use according to the Corporation's previous Notice of Water Use Restrictions. **Accordingly, you will be assessed an additional, and more severe, penalty for any future violation following this Notice.** Continued violations may result in termination of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained on payment of standard copying charges.

The conservation of our water resources is an important responsibility of all members and customers. Your cooperation is appreciated.

Sincerely,

\_\_\_\_\_  
FWSC General Manager

VIA CERTIFIED MAIL: \*\*\*\*\*



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

### CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY

Date

Member(s) Name

Member(s) Address

RE: Customer Notice of Second Violation & Penalty

Violation: Account #\*\*\*\*\*

Member(s) Name,

You are hereby notified that on \_\_\_\_\_ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

**This is the SECOND violation.** You were notified of a previous violation on \_\_\_\_\_ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF VIOLATION]). Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of \$50.00, to be received in the Corporation's business office no later than \_\_\_\_\_ m., \_\_\_\_\_. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You are directed immediately to restrict your water use as directed in the Corporation's first, Notice of Violation. **Accordingly, you will be assessed an additional, and more severe, penalty for any violation following this Notice.** Continued violations may result in termination of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of our approved Drought Contingency and Emergency Water demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained on payment of standard copying charges.

The conservation of our water resources is an important responsibility of all members and customers. Your cooperation is appreciated.

Sincerely,

---

FWSC General Manager

VIA CERTIFIED MAIL: \*\*\*\*\*



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

### CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND PENALTY

Date

Member(s) Name  
Member(s) Address

RE: Customer Notice of Subsequent Violation & Penalty  
Violation: Account #\*\*\*\*\*

Member(s) Name,

You are hereby notified that on \_\_\_\_\_ it was determined that you violated the allocation restricting your water use which is required under the Corporation's Drought Contingency and Emergency Water Demand Plan. Specifically, [DESCRIBE VIOLATION].

You have been notified previously of the restrictions on your water use that must be followed, and you were assessed a penalty for your second violation which occurred on \_\_\_\_\_ (see attached [ATTACH A COPY OF CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY]).

The Corporation's previous notice advised you that you would be assessed an additional, and more severe, penalty if the violation continued. This is required under the Corporation's Tariff. Accordingly, you are hereby directed to pay a penalty of \$50.00, to be received in the Corporation's business office no later than \_\_\_\_\_ . m., \_\_\_\_\_. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE.** Any reconnection will require payment of the penalty and a charge for the service call to restore service.

In addition, the Corporation may install a flow restricting device, which will limit the amount of water that will flow through your meter. The costs of this procedure will be for the actual work and equipment and shall be paid by the customer. Removal of this device will be considered Meter Tampering and will result in disconnection of service without further notice.

You are once again directed immediately to restrict your water use as directed in the Corporation's first notice to you. You have been directed to do so \_\_\_\_\_ previously. **Additional penalties will be assessed for additional violations. In addition to these penalties, YOUR WATER SERVICE**

**WILL BE TERMINATED FOR A PERIOD OF THREE (3) DAYS FOR ANY ADDITIONAL VIOLATIONS regardless of whether you pay the penalties assessed for these violations.**

Your prompt attention to this matter will be appreciated by the Fayette Water Supply Corporation and its members.

Sincerely,

---

FWSC General Manager

VIA CERTIFIED MAIL: \*\*\*\*      \*\*\*\*      \*\*\*\*      \*\*\*\*      \*\*\*\*



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

### NOTICE OF TERMINATION FOR VIOLATION OF WATER USE RESTRICTIONS

Date

Member(s) Name

Member(s) Address

RE: Notice of Termination

Account #\*\*\*\*\*

Member(s) Name,

You are hereby notified that on \_\_\_\_ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

**There have been repeated violations.** You previously have been notified of violations on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. Because these violations have continued, and as provided under Section H of the Corporation's Tariff, your water service will be terminated on \_\_\_\_\_. Your service will not be restored until \_\_\_\_\_ and only after payment of a charge for the service call to restore your service. Additional violations thereafter will result in additional suspensions of your water service.

If any penalties or other charges, including monthly bills, are outstanding, you will be required to fully pay these as well before your service will be restored.

We regret that your continued violation of the water use restrictions required under the Corporation's Drought Contingency and Emergency Water Demand Plan have led to this action.

Sincerely,

---

FWSC General Manager

VIA CERTIFIED MAIL: \*\*\*\*\*



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

### NOTICE OF PROHIBITION OF MULTIPLE CONNECTIONS TO A SINGLE TAP

Date

Member(s) Name

Member(s) Address

RE: Multiple dwellings connected to one meter

Violation: Account #\*\*\*\*\*

Member(s) Name,

It has come to our attention that the meter located at Address is in violation of the Corporation's Tariff. Pursuant to the tariff, Section E Prohibition of Multiple Connections and according to the Texas Administrative Code Title 16 TAC, Section 24.89, and 30 TAC, Section 290.44 and Section 290.38 one meter is required for each residential, commercial, or industrial service connection. This rule is regulated by Public Utility Commission of Texas (PUCT) and FWSC is required to insure that the rules are upheld.

Attached is a copy of the service agreement, signed by you, stating that you will follow the policies of FWSC. Also included is a copy of the rule which explains the violation in depth. FWSC advises that you review the attached documentation so that this matter can be corrected before service is disconnected.

The current cost to install a meter for water service with FWSC is \$3,950.00. Standard members pay a monthly base fee of \$26.00 for no usage and \$4.00 per thousand gallons up to 10,000 gallons used. FWSC requires that all members complete a Service Application, a Right-of-Way Easement (for water line to be laid just inside customer property) and supply a copy of the Recorded Deed to the property.

Please contact, our office at 979-968-6475, within 30 days of the receipt of this letter, to avoid a disconnection of service, due to the violation stated above.

Sincerely,

---

FWSC General Manager

VIA CERTIFIED MAIL: \*\*\*\*\*





## TCEQ REGULATORY GUIDANCE

Water Supply Division

RG-219 • May 2008

# One Meter per Residence Requirements

It is important for water customers to receive a continuous and adequate supply of water. It is equally important for retail public utilities to have adequate measures in place to help ensure that each water customer receives an adequate supply of water that is protected from contamination from external sources. To help achieve this, rules have been written for the protection of both the customer and the utilities that call for one meter per residence or per commercial connection. The following are excerpts from TCEQ rules. The numbers and letters in brackets indicate where these rules can be found in the Texas Administrative Code (30 TAC).

### **These rules apply to public water utilities:**

One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The executive director may grant an exception to the individual meter requirement if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in unreasonable disruption of

the customary use of the property.

[291.89(a)(4)]

Use of meter. All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [291.89(a)(1)]

### **These rules apply to retail public utilities and public water systems:**

Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data. [290.44(d)(4)]

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

### **Questions? Contact the Consumer**

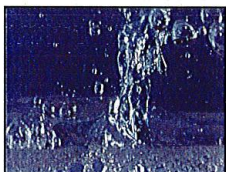
Assistance group, Water Supply Division, at 512-239-4691 (*fax*, 512-239-6145) or by mail at this address: Consumer Assistance MC 153  
TCEQ  
PO Box 13087  
Austin TX 78711-3087

A PUBLICATION OF THE PUBLIC UTILITY COMMISSION OF TEXAS

# UTILI-FACTS

## One meter per residence requirements

It is important for water customers to receive a continuous and adequate supply of water. It is equally important for retail public utilities to have adequate measures in place to help ensure that



each water customer receives an adequate supply of water that is protected from contamination from external sources. To help achieve this, rules have been written for the protection of both the customer and the utilities that call for one meter

per residence or per commercial connection. The following are excerpts from the Public Utility Commission of Texas' (PUCT) rules. The numbers and letters in brackets indicate where these rules can be found in the PUCT's rule.

These rules apply to retail public water utilities:

One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The Commission may grant an exception to the individual meter requirements if the plumbing of an existing multiple use or multiple occupant building would prohibit the instal-

lation of individual meters at a reasonable cost or would result in unreasonable disruption of the customary use of the property. [Title 16, Texas Administrative Code (16 TAC), Section 24.89(a)(4)]

**Use of meter** – All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [16 TAC, Section 24.89(a)(1)]

Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data [30 TAC, Section 290.44(d)(4)]

**Connection** – A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [30 TAC, Section 290.38]

### Questions?

Contact the PUCT's Customer Protection Division by phone toll-free at 888-782-8477 (fax: 512-936-7003) or by mail at this address:

Public Utility Commission of Texas

Customer Protection Division

P.O. Box 13326

Austin, TX 78711-3326

## Fayette Water Supply Corporation

200 Bordovsky Road   P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main   979-968-8239 Fax

### Deferred Payment Agreement

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service as set forth below:

Member agrees to pay \$\_\_\_\_\_ per month, in addition to current monthly water utility service rates, fees and charges, as set forth in the Corporation's Tariff, until the account is paid in full.

***The current bill and payment plan amount must paid by the 15<sup>th</sup> of the month. If payment is not received by the 15<sup>th</sup> of the month, the Deferred Payment Agreement is considered in default of the Agreement which will require the entire balance to be paid in full to continue receiving water service.*** Any fees normally assessed by the Corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the immediate disconnection of service.

I further agree that if this property changes ownership before the complete balance is paid, the remainder will be paid in full at the time of change.

I understand and accept the terms of the Deferred Payment Agreement.

\_\_\_\_\_  
Member's Printed Name

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Current Daytime Phone Number

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Date

#### **FWSC Office Use Only:**

Acceptance of Deferred Payment Agreement \_\_\_\_\_ Date: \_\_\_\_\_

Total Amount of Pay Plan \_\_\_\_\_ @ \_\_\_\_\_ for # month \_\_\_\_\_

Date Paid In Full \_\_\_\_\_

Locked Service for Default \_\_\_\_\_ Account Bal. Paid In Full \_\_\_\_\_

**PLEASE RETURN WITH VOIDED CHECK**

## Fayette Water Supply Corporation

PO Box 724  
La Grange, TX 78945  
979.968.6475  
TDD: 800.735.2988

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### AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

Company Name: **FAYETTE WATER SUPPLY CORPORATION** Company ID Number: **74-1848777**

I (we) hereby authorize **FAYETTE WATER SUPPLY CORPORATION**, hereinafter called COMPANY, to initiate debit entries to my (our) Checking account indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.

Depository Name: \_\_\_\_\_ Branch: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Routing/Transit/ABA No: \_\_\_\_\_ Account No: \_\_\_\_\_

This authority is to remain in full force and effect until COMPANY and DEPOSITORY has received written notification from me (or either or us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s): \_\_\_\_\_ FWSC Account No: \_\_\_\_\_

Date: \_\_\_\_\_ Signed X \_\_\_\_\_

Signed X \_\_\_\_\_

**Fayette Water Supply Corporation**

200 Bordovsky Road P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main 979-968-8239 Fax

**Data Log Request Form**

A Data Log is a report of the amount of water that has passed through a customer's meter over the past 90 days. This is used in order to tell when exactly water passed through the meter. This is helpful if the customer has a leak or has an unusually high bill.

**Date of Request:** \_\_\_\_\_

**Customer Name:** \_\_\_\_\_

**FWSC Account Number:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**Service Location:** \_\_\_\_\_

\_\_\_\_\_

**Detail of Reason for Request:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Customers Signature:** \_\_\_\_\_

**Fayette Water Supply Corporation**

200 Bordovsky Road P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main 979-968-8239 Fax

**Line Locate Request Form**

Per the Texas Damage Prevention Law effective as of 1998, the law requires excavators and demolishers to call a notification center **at least 48 hours excluding holidays and weekends** before they begin their work. It also requires owner/operators of underground facilities to mark locations or supply information that will enable excavators and demolishers to locate underground utilities and facilities.

Please be specific with the location and give as much detail as possible.

**Date of Notification:** \_\_\_\_\_

**Customer Name:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**Location and Reason for Request:**

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**Customer Signature:** \_\_\_\_\_

# FAYETTE WATER SUPPLY CORPORATION INSTALLMENT AGREEMENT

AN AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Fayette Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and \_\_\_\_\_, (hereinafter called the Applicant and/or Member).

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service rates, fees, and charges, as set forth in the Corporation's Tariff, until the \_\_\_\_\_ (Equity Buy-In Fee, High water bill from a leak, or other connection fee) is paid in full. Any fees normally assessed by the Corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff.

APPROVED AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at the regular monthly meeting of the Board of Directors of the Fayette Water Supply Corporation.

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President, Fayette WSC

Sec/Treasurer, Fayette WSC

THE STATE OF TEXAS COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF the said Member/Applicant has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_

Member/Applicant

County, Texas.

Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

## FAYETTE WATER SUPPLY CORPORATION LINE EXTENSION REFUND AGREEMENT

The Fayette Water Supply Corporation Board affirms that \_\_\_\_\_ will be compensated as provided in this Refund agreement approved at the regular board meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on a prorated basis for construction costs for the \_\_\_\_\_ feet of inch line extension which have been paid by \_\_\_\_\_. This will be collected from all approved applicants requesting service from said line extension, to a maximum of \_\_\_\_\_ connections for a period not to exceed \_\_\_\_\_ years from the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ (date the line extension was completed and/or approved for service) after which time the Refund Agreement will expire and the Corporation shall be under no further obligation to \_\_\_\_\_. The Corporation shall transfer said compensation within \_\_\_\_\_ days of receipt.

It is to understand that the Corporation will secure this compensation through new customer service fees from applicants for service from said line extension, and from no other sources. Accordingly, the compensation provided by this Refund Agreement will be modified automatically in the event any applicant requesting service from said line extension obtains a final administrative or Judicial Determination limiting the amount the Corporation may charge applicants for service from said line extension.

This agreement entered into on the \_\_\_\_\_ day \_\_\_\_\_ in the year of \_\_\_\_\_ by:

Fayette Water Supply Corporation

\_\_\_\_\_  
Signed by Applicant

\_\_\_\_\_  
Signed by President

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Witness

Date filed: \_\_\_\_/\_\_\_\_/\_\_\_\_

THE STATE OF TEXAS, COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF the said Member/Applicant and President of \_\_\_\_\_ WSC has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BEFORE ME, the undersigned, a Notary Public in and for \_\_\_\_\_ County and State of Texas, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public Signature)

Commission Expires \_\_\_\_\_



## **AGREEMENT TO PROVIDE FILL FOR CERTAIN FIRE VEHICLES IN DESIGNATED AREAS**

STATE OF TEXAS

\_\_\_\_\_ COUNTY

This Agreement ("Agreement") is executed by and between \_\_\_\_\_ Volunteer Fire Department ("Department"), an emergency service organization, and Fayette Water Supply Corporation ("Corporation"), a nonprofit water supply corporation organized and operating under the provisions of Texas Water Code Chapter 67, and the Texas Business Organizations Code for the purposes and consideration set forth herein.

### **RECITALS**

WHEREAS Department is a volunteer fire department organized and operating within the meaning of Texas Civil Practice & Remedies Code Section 78.101(2); and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Texas Water Code and the Non-Profit Corporation Act, and furnishes a water supply in \_\_\_\_\_ County and specifically in the area described in Texas Commission on Environmental Quality ("TCEQ") Certificate of Convenience and Necessity No. \_\_\_\_\_; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Corporation's tariff expressly provides that Corporation does not provide fire flow and does not provide or imply that fire protection is available on any of Corporation's distribution system; and

WHEREAS Corporation is willing to assist Department by making water available for the purpose of filling Department's pump trucks ("pump and fill" purposes) without making any guarantee to Department or to any third party that water or pressure adequate for pump and fill purposes will be available at any time or under any circumstance; and

WHEREAS Department desires to utilize Corporation's water supply for pump and fill purposes within the area described herein and under the conditions set forth herein;

NOW, THEREFORE, Department and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by Section 67.0105(c), Texas Water Code:

### **PARTIES**

1.1 This Agreement is entered into by and between \_\_\_\_\_ Volunteer Fire Department, domiciled and conducting business in \_\_\_\_\_ County, Texas, and Fayette Water Supply Corporation, domiciled and conducting business in \_\_\_\_\_ County, Texas.

1.2 Corporation and Department are authorized to enter into this Agreement pursuant to Texas Water Code Section 67.0105.

### PROVISION OF FILL WATER

2.1 Corporation will make available to Department the use of certain flush hydrant facilities located on water transmission lines operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of “Fire Pump and Fill Facilities” (“Map”) which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department will use only those facilities installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 Corporation will install or maintain pump and fill facilities solely within Corporation’s discretion, and the Department has no responsibility for installation or maintenance of such facilities.

2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of 35 pounds per square inch (“psi”) during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Department will notify Corporation prior to use of any designated pump and fill facility to the extent Department reasonably is able to do so by calling the Corporation’s management. The Corporation acknowledges that in the event of emergencies, it may not be feasible for the Department to provide prior notice, in which case notification shall be provided as soon as practicable.

2.6 No obligation other than the duties set forth in this Agreement are recognized nor are any obligations or duties to be implied under this Agreement. No duty or obligation on the part of Corporation to provide fire flow or a supply of water under any minimum pressure or for any length of time may be implied under the provisions of this agreement.

2.7 The duties set forth under this Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.8 The Department will supply a monthly water usage to the Corporation for the sole purpose of assisting Corporation in accounting for Corporation’s Water Supply.

2.9 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of “free” water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

## COMPENSATION

3.1 Department will not be charged for use of Corporation's water supply for pump and fill for fire suppression purposes. Department will be charged for water used for any other purpose.

## TERMINATION OF AGREEMENT

4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether any such obligation is express or implied.

## MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

The address for the Corporation for all purposes under this Agreement shall be:

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

Fayette Water Supply Corporation \_\_\_\_\_ Volunteer Fire Department

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Date: \_\_\_\_\_

## FAYETTE WATER SUPPLY CORPORATION METER TEST AUTHORIZATION AND TEST REPORT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_ PHONE NUMBER (DAY): \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ METER SERIAL NUMBER: \_\_\_\_\_

REASONS FOR REQUEST: \_\_\_\_\_

Members requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. The test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench or on-site with an acceptable certified test meter. Member agrees to pay \$50.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service. In the event that the Member is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Member after the date of the test.

\_\_\_\_\_  
Signed by Member

### TEST RESULTS

|                      |         |                              |
|----------------------|---------|------------------------------|
| Low Flow (1/4 GPM)   | _____ % | AWWA Standard 97.0 - 103.0 % |
| Intermediate (2 GPM) | _____ % | AWWA Standard 98.5 - 101.5 % |
| High Flow (10 GPM)   | _____ % | AWWA standard 98.5 - 101.5 % |

Register test \_\_\_\_\_ minutes at \_\_\_\_\_ gallons per minute recorded per \_\_\_\_\_ gallons.

Meter tests accurately; no adjustments due.

Meter tests high; adjustment due on water charges by \_\_\_\_\_ %

Meter tests low; no adjustment due.

Test conducted by \_\_\_\_\_ Approved



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

### NOTICE TO OWNER OF RENTAL PROPERTY

Date

Member(s) Name  
Member(s) Address

RE: Notice to Owner of Rental Property  
Account # \*\*\*\*\*

Member(s) Name,

You are hereby given notice that your renter/lessee is past due on your account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and the utility service will be scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern restoration of disconnected service. A fee of \$\_\_\_\_.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to the owner. If you have any questions concerning the status of this account, please do not hesitate to call.

Amount Due Including Service Charges \_\_\_\_\_

Final Due Date \_\_\_\_\_

Sincerely,

\_\_\_\_\_  
FWSC Accounting/Office Manager

VIA CERTIFIED MAIL: \*\*\*\*\*

## **NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF FAYETTE WATER SUPPLY CORPORATION/SPECIAL UTILITY DISTRICT**

Pursuant to Chapter 13.2502 of the Texas Water Code, Fayette Water Supply Corporation/Special Utility District hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Fayette Water Supply Corporation/Special Utility District, Certificate of Convenience and Necessity No. 10726 , in Fayette County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with [put in the title of subdivision service extension policy stated in the tariff/policy] (the “Subdivision Policy”) contained in Fayette Water Supply Corporation’s tariff/Special Utility District’s policy.

**Fayette Water Supply Corporation/Special Utility District is not required to extend retail water or sewer utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.**

Applicable elements of the Subdivision include:

Evaluation by Fayette Water Supply Corporation/Special Utility District of the impact a proposed subdivision service extension will make on Fayette Water Supply Corporation’s/Special Utility District’s water supply/sewer service system and payment of the costs for this evaluation;

Payment of reasonable costs or fees by the developer for providing water supply/sewer service capacity;

Payment of fees for reserving water supply/sewer capacity;

Forfeiture of reserved water supply/sewer service capacity for failure to pay applicable fees;

Payment of costs of any improvements to Fayette Water Supply Corporation’s/Special Utility District’s system that are necessary to provide the water/sewer service;

Construction according to design approved by Fayette Water Supply Corporation/Special Utility District and dedication by the developer of water/sewer facilities within the subdivision following inspection.

Fayette Water Supply Corporation’s/Special Utility District’s tariff and a map showing Fayette Water Supply Corporation’s/Special Utility District’s service area may be reviewed at Fayette Water Supply Corporation’s/Special Utility District’s offices, at 200 Bordovsky Rd, La Grange, TX 78945; the tariff/policy and service area map also are filed of record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, c/o Utility Rates and Services Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

Date

Member(s) Name  
Member(s) Address

RE: Returned Check  
Account # \*\*\*\*\*

Member(s) Name,

We have received check #\*\*\*\*\* back from your bank in the amount of \$(Amount) stating not sufficient funds (NSF). Please submit **cash or money order** to our office in the amount of \$(Amount) plus the \$25.00 NSF fee for a total amount of \$(Amount).

If payment is not received by (date, 10 business days from mail date), by 4:00 pm, water service will be disconnected the same day. An additional \$50.00 administrative fee will be charged to the account, if payment is not received by the afore mentioned date.

Thank you for your attention to this matter. If you have any questions, please contact us at 979-968-6475.

Sincerely,

---

FWSC Accounting/Office Manager

VIA CERTIFIED MAIL: \*\*\*\*\*



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

Date

Member(s) Name  
Member(s) Address

RE: Returned Check  
Account # \*\*\*\*\*

Member(s) Name,

We have received check #\*\*\*\*\* back from your bank in the amount of \$(Amount) stating not sufficient funds (NSF). Please submit **cash or money order** to our office in the amount of \$(Amount) plus the \$25.00 NSF fee for a total amount of \$(Amount).

If payment is not received by (date, 10 business days from mail date), by 4:00 pm, water service will be disconnected the same day. An additional \$50.00 administrative fee will be charged to the account, if payment is not received by the afore mentioned date.

**Due to the recurrence of this matter within a year's time we have moved your account to a cash only basis. We can only accept future payments via cash or money order. Checks present on the account will no longer be processed for payment.**

Thank you for your attention to this matter. If you have any questions, please contact us at 979-968-6475.

Sincerely,

---

FWSC Accounting/Office Manager

VIA CERTIFIED MAIL: \*\*\*\*\*





## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

Date

Member(s) Name  
Member(s) Address

RE: Returned Check  
Account # \*\*\*\*\*

Member(s) Name,

We have received check #\*\*\*\*\* back from your bank in the amount of \$(Amount) stating not sufficient funds (NSF). Please submit **cash or money order** to our office in the amount of \$(Amount) plus the \$25.00 NSF fee for a total amount of \$(Amount).

The amount above does not include the current month's bill of \$(Amount) if paid by the 15<sup>th</sup>. Therefore, the payment submitted by cash or money order to our office should reflect the total balance due of \$(Amount) plus any additional fees after the 15<sup>th</sup>.

If payment is not received by (date, 10 business days from mail date), by 4:00 pm, water service will be disconnected the same day. An additional \$50.00 administrative fee will be charged to the account, if payment is not received by the afore mentioned date.

Thank you for your attention to this matter. If you have any questions, please contact us at 979-968-6475.

Sincerely,

---

FWSC Accounting/Office Manager

VIA CERTIFIED MAIL: \*\*\*\*\*



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

Date

Member(s) Name  
Member(s) Address

RE: Returned Charge  
Account # \*\*\*\*\*

Member(s) Name,

We have received the payment back from your bank in the amount of \$(Amount) stating insufficient funds (NSF). Please submit **cash or money order** to our office in the amount of \$(Amount) plus the \$25.00 return fee's for a total amount of \$(Amount).

If payment is not received by (date, 10 business days from mail date), by 4:00 pm, water service will be disconnected the same day. An additional \$50.00 administrative fee will be charged to the account, if payment is not received by the afore mentioned date.

Thank you for your attention to this matter. If you have any questions, please contact us at 979-968-6475.

Sincerely,

---

FWSC Accounting/Office Manager

VIA CERTIFIED MAIL: \*\*\*\*\*



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

Date

Member(s) Name  
Member(s) Address

RE: Returned Charge  
Account # \*\*\*\*\*

Member(s) Name,

We have received the payment back from your bank in the amount of \$(Amount) stating insufficient funds (NSF). Please submit **cash or money order** to our office in the amount of \$(Amount) plus the \$25.00 return fee's for a total amount of \$(Amount).

If payment is not received by (date, 10 business days from mail date), by 4:00 pm, water service will be disconnected the same day. An additional \$50.00 administrative fee will be charged to the account, if payment is not received by the afore mentioned date.

**Due to the recurrence of this matter within a year's time, your account has been removed from auto draft and is on a cash only basis. We can only accept future payments via cash or money order. Checks present on the account will not be processed for payment.**

Thank you for your attention to this matter. If you have any questions, please contact us at 979-968-6475.

Sincerely,

---

FWSC Accounting/Office Manager

VIA CERTIFIED MAIL: \*\*\*\*\*



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

Date

Member(s) Name  
Member(s) Address

RE: Bank Notification of Change  
Account # \*\*\*\*\*

Member(s) Name,

We have received a notification of change back from our bank stating incorrect account and/or routing number. Please submit an updated Auto Draft Form enclosed and return with a voided check to our office.

Thank you for your attention to this matter. If you have any questions, please contact us at 979-968-6475.

Sincerely,

---

FWSC Accounting/Office Manager

VIA CERTIFIED MAIL: \*\*\*\*\*



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

### TERMINATION NOTICE FOR DELINQUENT ACCOUNT STATUS

Date

Member(s) Name

Member(s) Address

RE: Returned Charge

Account # \*\*\*\*\*

Member(s) Name,

You are hereby advised that the delinquent status of your account is jeopardizing your Membership with the Corporation. If our office does not receive payment within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for a new Membership and pay all costs applicable to purchasing a new Membership under the terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances.

#### DATE OF SCHEDULED TERMINATION:

Thank you for your attention to this matter. If you have any questions, please contact us at 979-968-6475.

Sincerely,

---

FWSC Accounting/Office Manager

VIA CERTIFIED MAIL: \*\*\*\*\*

## Fayette Water Supply Corporation

200 Bordovsky Road P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main 979-968-8239 Fax

### REQUEST FOR SERVICE DISCONTINUANCE

I, \_\_\_\_\_, hereby request that my water meter,  
account number \_\_\_\_\_ located at

\_\_\_\_\_  
be disconnected from Fayette Water Supply Corporation service. I understand that if I should ever want my service reinstated I may have to reapply for service as a new member and I may have to pay all costs as indicated in a then current copy of the Fayette Water Supply Corporation tariff. Future ability to provide service will be dependent upon system capacity, which I understand may be limited and may require capital improvements to deliver adequate service. I also understand that these improvements will be at my cost. I further represent to the Corporation that my spouse joins me in this request and I am authorized to execute this **Request for Service Discontinuance** on behalf of my spouse.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

**NOTE:** Charges for service will terminate when this signed statement is received by the FWSC office.

## FAYETTE WATER SUPPLY CORPORATION CUSTOMER SERVICE INSPECTION CERTIFICATION

Name of PWS: **Fayette Water Supply Corporation** PWS I.D. #: \_\_\_\_\_

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

Reason for Inspection: New construction ..... ☐  
 Existing service where contaminant hazards are suspected..... ☐  
 Major renovation or expansion of distribution facilities ..... ☐

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

[Print on FWSC Letter Head]  
**EASEMENT DENIAL LETTER AND AFFIDAVIT**

Date

Member(s) Name  
 Member(s) Address

**Member(s) Name:**

Fayette Water Supply Corporation (FWSC) has requested an easement for a water distribution system across your property. To date, you have not provided such easement. It is now necessary that the requested easement be granted or refused by you, and the Corporation is asking that you do so within thirty (30) days after receipt of this notice. A copy of the requested easement is enclosed with this notice.

If the Corporation does not receive a completed easement within the 30 days specified, the Corporation will consider this failure to be a denial of easement on your part and the Corporation will complete and sign a copy of this notice to be retained in the Corporation's records for future water service to your property.

If at some future time you (or another owner of your property or any portion of your property) requests water service, the Corporation will require an easement before water service will be provided, as authorized by Section 49.218(d) - (f) of the Texas Water Code. At that time, and in addition to other costs required for water/sewer service, the Corporation will require payment of all reasonable costs for relocation or construction of the water distribution system along the easement that will be provided. (The Corporation's Engineer estimates this cost to be \$(Amount), as reflected in the attached. This cost could be greater in the future.) You may wish to consult your attorney as to whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.

If you need any clarification on this matter, or which to discuss any aspects of the enclosed easement, please contact our office: 200 Bordovsky Rd, La Grange, 979-968-6475.

We appreciate your attention to this matter.

Sincerely,

---

FWSC Accounting/Office Manager

VIA CERTIFIED MAIL: \*\*\*\*      \*\*\*\*      \*\*\*\*      \*\*\*\*      \*\*\*\*



**ACKNOWLEDGEMENT OF REFUSAL**

I, \_\_\_\_\_, hereby refuse to provide the easement requested by Fayette Water Supply Corporation for authority to construct/operate a water distribution system across my property.

**AFFIDAVIT**

Being duly sworn upon my oath, I hereby certify that this is a true copy of the document and attached easement sent by certified mail to \_\_\_\_\_ on \_\_\_\_\_, and a signed receipt verifying delivery and acceptance is attached to this Affidavit [ALTERNATIVE: and the return noting refusal to accept or verify delivery is attached to this Affidavit]. This Affidavit will be maintained as a part of the records of Fayette Water Supply Corporation. I further certify that a signed easement or signed Acknowledgement of Refusal was not received within thirty days following receipt by \_\_\_\_\_. I further attest that the Corporation's engineer has provided \_\_\_\_\_ a current estimate of the cost (copy attached) for replacing/constructing the water distribution system within the requested easement (which cost may increase in the future).

\_\_\_\_\_  
[name]

[position with Corporation]

Date: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

THIS INSTRUMENT was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

(SEAL)

Notary Public, \_\_\_\_\_ County, Texas

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

**RELEASE OF EASEMENT**

STATE OF TEXAS                   §  
                                           §       KNOW ALL MEN BY THESE PRESENTS THAT:  
 COUNTY OF \_\_\_\_\_ §

FAYETTE WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code ("FWSC"), is the legal and equitable owner and holder of the easement described and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the \_\_\_\_\_ County Deed Records (the "Easement"), covering the real property described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, FWSC hereby RELEASES and DISCHARGES the Property from the rights, titles and interests covering such Property held by FWSC by virtue of the Easement and hereby RELEASES and TERMINATES the Easement to the extent it covers the Property. This Release of Easement shall in no way obligate nor require FWSC to physically remove the waterlines or pipelines currently located in the Property pursuant to the Easement.

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

FAYETTE WATER SUPPLY CORPORATION  
 a Texas water supply corporation

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF TEXAS                   §  
                                           §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code, on behalf of said Fayette Water Supply Corporation.

[SEAL]

\_\_\_\_\_  
 Notary Public, State of Texas

**EXHIBIT "A"**

**THE PROPERTY**

After recording, return to:  
(owner's name and address)

**30 TAC §290.47(c): Sample Sanitary Control Easement Document for a Public Water Well.**

**SANITARY CONTROL EASEMENT**

DATE: \_\_\_\_\_, 20 \_\_\_\_  
 GRANTOR(S): \_\_\_\_\_  
 GRANTOR'S ADDRESS: \_\_\_\_\_  
 GRANTEE: \_\_\_\_\_  
 GRANTEE'S ADDRESS: \_\_\_\_\_

**SANITARY CONTROL EASEMENT:**

**Purpose, Restrictions, and Uses of Easement:**

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction and operation of underground petroleum and chemical storage tanks and liquid transmission pipelines, stock pens, feedlots, dump grounds, privies, cesspools, septic tank or sewage treatment drainfields, improperly constructed water wells of any depth, and all other construction or operation that could create an insanitary condition within, upon, or across the property subject to this easement are prohibited within this easement. For the purpose of the easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.
5. This easement permits normal farming and ranching operations, except that livestock shall not be allowed within 50 feet of the water well.

The Grantor's property subject to this Easement is described in the documents recorded at:

\_\_\_\_\_  
 Volume \_\_\_\_, Pages \_\_\_\_ of the Real Property Records of \_\_\_\_\_ County, Texas.

**Property Subject to Easement:**

All of that area within a 150-foot radius of the water well located \_\_\_\_\_ feet at a radial of \_\_\_\_ degrees from the \_\_\_\_\_ corner of Lot \_\_\_\_\_, of a Subdivision of Record in Book \_\_\_\_\_, Page \_\_\_\_\_ of the County Plat Records, \_\_\_\_\_ County, Texas.

**TERM:**

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

**ENFORCEMENT:**

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

**INVALIDATION:**

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR(S)

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

## **ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_ §

§

BEFORE ME, the undersigned authority, on the day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Notary Public in and for  
THE STATE OF TEXAS  
My Commission Expires: \_\_\_\_\_

Typed or Printed Name of Notary

Recorded in \_\_\_\_\_ Courthouse, \_\_\_\_\_ Texas on \_\_\_\_\_, 20 \_\_\_\_\_

## FAYETTE WATER SUPPLY CORPORATION EQUIPMENT AND LINE DEDICATION AGREEMENT

I, \_\_\_\_\_ (Transferor - Name of person, entity, corp., or other), having complied with the Fayette Water Supply Corporation's Developer, Subdivision, and Non-Standard Service Requirements Policy, do hereby dedicate, transfer and assign to the Fayette Water Supply Corporation all rights and privileges to and ownership of said equipment and or line(s) installed as a condition of service this equipment and or line(s) being described in the Non-Standard Service Agreement between the Corporation and Transferor and the Non-Standard Service Contract of \_\_\_\_\_ (date) including any amendments thereto and being further described as follows: (or see Attachments) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Fayette Water Supply Corporation through its designated representative having agreed to accept the equipment and or line(s) as previously described on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The Corporation shall hold harmless, \_\_\_\_\_ (name of person, entity etc.) from this day forward any costs for repairs or maintenance of said equipment and or line(s), notwithstanding any warranty or bond for said repairs as per the Non-Standard Service Contract/Agreement.

This agreement entered into on the \_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ by:

Fayette Water Supply Corporation

\_\_\_\_\_  
Signed by Corporation Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      Zip

\_\_\_\_\_  
Transferor Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      Zip

THE STATE OF TEXAS, COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF the said Transferor and the Corporation Representative have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

# WASTEWATER BILLING SERVICES FOR A RETAIL PUBLIC UTILITY PROVIDED BY A NON-PROFIT WATER SUPPLY CORPORATION

## AGREEMENT

Fayette Water Supply Corporation (FWSC) and the City of \_\_\_\_\_, for the consideration and purposes herein expressed enter into the following agreement regarding sewer collection services provided by \_\_\_\_\_ (city) to various businesses and residents in the areas listed in Exhibit "A", but in no other areas:

WHEREAS, \_\_\_\_\_ is a home rule city located in \_\_\_\_\_ County, Texas;

WHEREAS, \_\_\_\_\_ is a nonprofit water supply corporation organized pursuant to Texas Water Code Chapter 67 and Texas Business Organizations Code;

WHEREAS, \_\_\_\_\_ provides retail water utility service in \_\_\_\_\_ County, pursuant to Texas Commission on Environmental Quality Certificate of Convenience and Necessity No. 10726;

WHEREAS, \_\_\_\_\_ provides sanitary sewer service for its residents, some of whom are provided water utility service by \_\_\_\_\_;

WHEREAS, it is recognized that the provision of sanitary sewer service to \_\_\_\_\_ residents is integrally related to FWSC's separate provision of water service to the same customers such that joint billing and collection practices are in the public interest; and

WHEREAS, \_\_\_\_\_ desires to enter into an agreement with \_\_\_\_\_ to facilitate the billing and collection of charges due from \_\_\_\_\_ residents for the sanitary sewer service provided;

NOW, THEREFORE, \_\_\_\_\_ (city) and FWSC agree as follows:

1. **Agency of FWSC.** Subject to the terms of this Agreement, FWSC agrees to serve as the agent for city for the purposes of billing and collecting sanitary sewer service fees from customers of FWSC who: (1) are recipients of sanitary sewer services from city; and (2) have executed a copy of the application for sanitary service attached to this agreement or an application in substantially similar form. During the term of this agreement, city will be solely responsible for providing to FWSC, and at all times maintaining, a current list of its customers to be billed by FWSC pursuant to the terms of the Agreement, which list shall contain the following information for each customer: (a) the customer's name and address; (b) the type of sanitary sewer service to be billed by FWSC on city's behalf; and (c) the amount to be billed.
2. **Payment Based on Sewer Rate Ordinance for Sewer Collection.** WSC agrees to add the fees due to city in the amounts indicated by city, to its monthly bills to customers. Each fee for sanitary sewer service will be stated separately on such bills. City agrees to coordinate with WSC so that the payment for the sanitary sewer services billed by the WSC on city's behalf shall be due at the same time and under the same terms as the payment billed by WSC for water utility services. Upon receipt of payment due city for sanitary sewer services, WSC will deposit such sums in an account in WSC's depository bank, commingled with payments made for WSC water utility services. The

funds, less unpaid fees charged by WSC for services as set forth in this Agreement, shall be forwarded to city no less frequently than once a month. The funds shall be sent to city in the amounts due as reflected on the monthly bills to the customers, less WSC's unpaid fees as set forth in this Agreement. At the time such funds are forwarded to City, WSC will also forward an accounting of the customers from whom payment is received, the period and type of services for which payment is made, and the fees retained by WSC from payments made pursuant to this Agreement with prior notice of at least 72 hours and during WSC business hours.

3. **Priority.** When payment for water and sewer collection by any customer is made, WSC shall apply the funds paid first to any indebtedness of the customer to WSC and then to the payment of any indebtedness of city.
4. **Delinquency/Disconnection.** WSC agrees to use its best efforts, in the exercise of the discretion granted under this Agreement, to collect amounts due to city from customers for sanitary sewer service. If at any time any customer fails to pay any amounts collectible by WSC pursuant to the terms of this Agreement, WSC is authorized to terminate water utility services to the customer as deemed appropriate by WSC in accordance with the procedure specified in any applicable tariff and service regulations of WSC then in effect. WSC's failure to disconnect any service shall not be an event of default under this agreement but shall entitle city to discontinue payment of the monthly fee for that account as specified in paragraph 7 below from the date service could have been disconnected under this agreement until disconnection occurs. WSC shall notify city of all customer accounts that are delinquent and have been disconnected.
5. **Reconnection.** In the event water service is disconnected for nonpayment of sanitary sewer service charges, except as otherwise required by law or as agreed to by city, WSC agrees not to provide water services to that customer until WSC's receipt of payment of all delinquent sewer collection charges, plus any applicable charges which are then collectable in accordance with city's ordinances or other applicable law.
6. **Affect on Provision of Water.** This agreement shall not affect or in any way impair WSC's rights and obligations with respect to its customers or the provision of water utility services except as specifically and expressly set forth in the Agreement and as allowed by law.
7. **Fees.** For each sanitary sewer service account collected by WSC, City agrees to pay WSC the sum of \$5.00 as an initial set up fee for establishing WSC billing and collection procedures. This set up fee is to be paid when city notifies WSC that a new account is to be collected by WSC. In addition, city agrees to pay to WSC monthly on or before the 15th day of each month, a service charge of \$1.00 for each active account. The monthly fee will be paid until the end of the month in which city removes the account from the customer list provided to WSC under paragraph 1 of this agreement. If city subsequently requests WSC to reinstate an account which has been removed from the sewer service customer list, a reinstatement fee of \$5.00 per account will be paid to WSC by City.
8. **Purpose of Agreement/Indemnity.** This Agreement is made for the purpose of facilitating the billing and collection of fees for sanitary sewer services provided by city. No partnership or joint venture is intended to be created hereby. WSC's sole responsibility is that of the city's agent for billing and collection purposes and WSC shall have no responsibility for, and city shall indemnify, defend and hold WSC harmless from any damage, claims, demands, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any



act or omission of WSC or city, their agents, employees, or representatives in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by WSC or by the City, which does not amount to gross negligence or willful misconduct on the part of city, its agents, employees, or representative. This indemnity shall also extend to, but shall not be limited to, any cost, expense or fee, including attorney's fees, costs of court or expert fees, incurred by WSC relating to or arising from any such damages, claims, demands or causes of action.

9. **Right to Terminate.** This Agreement may be terminated by any party at any time by giving the other party sixty (60) days advance notice of its intent to terminate the Agreement.
10. **Automatic Termination.** If any provision of the Agreement is determined by any regulatory or judicial body to be invalid, in violation of any law, or to be contrary to the rules, regulations, or orders of such body, or if any party to the Agreement is ordered or required by such body not to comply with any provision of this Agreement, the Agreement automatically and without notice terminates without penalty at the time such order becomes final and no longer appealable.
11. **Termination Upon Default.** Any party may terminate this Agreement following a default by the other party in the performance of this Agreement and the failure to correct said default within thirty (30) days after written notice of default has been provided by the non-defaulting party.
12. **Attorney's Fees.** The prevailing party in any legal proceeding against any other party to this Agreement brought under or which relates to the Agreement or a breach thereof shall, in addition to its damages, shall be entitled to recover its costs and reasonable attorney's fees.
13. **Notices.** Any notice or communication required or permitted to be given hereunder shall be sufficiently given when received by any other party and must be: (1) delivered by hand delivery; or (2) mailed by certified mail, postage prepaid, return receipt requested, to the address indicated on the signature page of this Agreement, or at such other addresses as may hereafter be furnished in writing by any party to all other parties, and such notice shall be deemed to have been given as of the date so delivered or mailed.
14. **No Third Party Beneficiaries.** This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. **Miscellaneous Provisions.** This Agreement contains all of the understandings and agreements between the parties with respect to the subject matter hereof, and the terms and conditions of the Agreement may be changed only by written amendments agreed to by both parties. This Agreement replaces and supersedes all prior agreements of the parties with respect to the subject matter hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns; provided that, except as otherwise provided in this Agreement, no party may assign its interest in this Agreement without prior written consent of all the other parties. A waiver by any party of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. The section and subsection headings in this Agreement are for convenience. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
16. **Binding Arbitration.** It is agreed that all questions as to rights and obligations arising under the

terms of this Agreement are subject to binding arbitration, as governed by the provisions of the, Civil Practices & Remedies Code, General Arbitration § 171.001 et. seq. as amended. This paragraph is to be broadly construed.

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

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

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

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

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

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

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

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

SAMPLE  
**FAYETTE WATER SUPPLY CORPORATION  
AGREEMENT TO DISCONNECT WATER SERVICE FOR  
NON-PAYMENT OF WASTEWATER SERVICE**

Date:

**WATER UTILITY:**

Name

Address

Telephone Number

Fax Number

**SEWER UTILITY:**

Name

Address

Telephone Number

Fax Number

**PURPOSE:**

Fayette Water Supply Corporation ("Corporation") is a nonprofit water supply Corporation that provides retail water utility service in Fayette County, Texas pursuant to Texas Commission on Environmental Quality ("TCEQ") Certificate of Convenience and Necessity ("CCN") No. 10726. City of La Grange ("City") provides sanitary sewer service to businesses and residents [*pursuant to CCN No. \_\_\_\_\_*], some of whom are in areas where the Corporation provides water utility service, as listed in Exhibit "A."

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

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

**AGREEMENT:**

1. The City shall give written termination of service notices to all delinquent sewer customers subject to discontinuance of sewer utility service under the City's sewer service policies. Copies of said notices shall be sent to the Corporation. If more than one customer is

subject to disconnection at the same time, it shall be sufficient for the City to send the Corporation a single sample termination notice with a list of all customers subject to termination by name and service address.

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

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

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

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

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

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

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

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

TERM:

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

TELEFAX COMMUNICATIONS:

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

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

FAYETTE WSC. City of \_\_\_\_\_

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

## DEDICATION, BILL OF SALE AND ASSIGNMENT (Developer Form)

THE STATE OF TEXAS                                 §  
                                                                        §  
                                                                        §  
COUNTY OF \_\_\_\_\_ §  
                                                                        §  
                                                                        §  
KNOW ALL BY THESE PRESENTS                     §

This Dedication, Bill of Sale and Assignment is entered into and effective as of \_\_\_\_\_, 201\_, by and between Fayette Water Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code (“Corporation”) and \_\_\_\_\_ (“Developer”).

**RECITALS:**

Corporation and Developer have previously entered into that certain Non-Standard Service Agreement dated \_\_\_\_\_ (the "Agreement"). Pursuant to Section \_\_\_\_ of the Agreement, Developer has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the \_\_\_\_\_ Subdivision, a subdivision in \_\_\_\_\_ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all other capacity, contracts, rights, interests, easements, rights-of-way, permits, licenses, approvals, documents, warranties and other matters, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the “Transferred Properties.”

## DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns, the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Developer does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Pursuant to Section \_\_\_\_ of the Agreement, Developer specifically assigns to Corporation the following maintenance contract(s): \_\_\_\_\_ (a copy of which is attached hereto as Exhibit "C").

EXECUTED AND EFFECTIVE as of the date first written above.

DEVELOPER:

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

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

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

THE STATE OF TEXAS §

§

THE COUNTY OF \_\_\_\_\_ §

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

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

(Seal)

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

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

**AFTER RECORDING RETURN TO:**

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

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

## DEDICATION, BILL OF SALE AND ASSIGNMENT (Individual Service Form)

THE STATE OF TEXAS

§§§§§

COUNTY OF \_\_\_\_\_

KNOW ALL BY THESE PRESENTS §

This Dedication, Bill of Sale and Assignment is entered into and effective as of \_\_\_\_\_, 201\_, by and between \_\_\_\_\_ Water Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code (“Corporation”) and \_\_\_\_\_ (“Member”).

**RECITALS:**

Corporation and Member have previously entered into that certain Non-Standard Service Agreement dated \_\_\_\_\_ (the "Agreement"). Pursuant to Section \_\_\_\_ of the Agreement, Member has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the Member's property located at \_\_\_\_\_, in \_\_\_\_\_ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all easements, rights-of-way and permits, licenses or approvals, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the “Transferred Properties.”

## DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Member does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Member does hereby bind himself/herself, his/her successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition, the \_\_\_\_\_ Water Supply Corporation, through its authorized representative, having agreed at accept the Facilities described in Exhibit "A", shall hold harmless Member from this day forward, from any costs for repairs or maintenance of said Facilities or any part of said Facilities.

EXECUTED AND EFFECTIVE as of the date first written above.

MEMBER:

Member: \_\_\_\_\_

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



THE STATE OF TEXAS

§

THE COUNTY OF \_\_\_\_\_

§

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_ [MEMBER]

Notary Public - State of Texas

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

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

FOR \_\_\_\_\_ WSC:

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

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

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

THE STATE OF TEXAS

THE COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_.

Notary Public - State of Texas

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

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

AFTER RECORDING RETURN TO:

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

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

## SECTION K. MISCELLANEOUS

### TARIFF & CCN FILING REQUIREMENTS

On Sept. 1, 2014, the Public Utility Commission (PUC) took over regulation of certificate of convenience and necessity (CCN) issues and rate appeals from the Texas Commission on Environmental Quality (TCEQ). All applicable documents previously filed with TCEQ now must be sent to PUC. These filings include tariffs for water supply corporations; CCN amendments; sale, transfer and merger applications; and other CCN-related issues.

The filing requirements at PUC are different than TCEQ so here is some guidance for TRWA's member on this process.

#### Tariff

Water supply corporations are required to file one copy of the tariff with the PUC pursuant to Texas Water Code Sec. 13.136(c) and 16 Texas Administrative Code Sec. 24.21(j), the new PUC rule on WSC tariff filings.

Once PUC has scanned all the tariffs it received from TCEQ, PUC will consider those tariffs to be the official version on file at the agency. PUC prefers only the amended pages of the tariff, which the agency calls tariff sheets, be filed with its Central Records and not an entire new tariff each time it is revised. The agency will update the version on file with any new amendments sent.

PUC is in the process of scanning all documents it received from TCEQ and expects to have all WSC tariffs it received available online soon through its PUC Interchange, the agency's filings database. PUC will assign a control number (internal unique reference number assigned to each filing). WSCs are encouraged to check the search feature on the PUC Interchange to see if their tariff is on file yet and record the control number as a reference, WSCs should search by their utility name without "WSC" or "water supply corporation" included to avoid false results.

Along with the amended tariff pages, a WSC should include a cover letter stating the control number once it has been assigned to the tariff, the WSC name, detail list of the tariff pages being amended, and signature of the system's representative. TRWA has created a sample tariff cover letter.

#### CCNs & STMs

##### Number of Copies:

Certificate of Convenience and Necessity (CCN) - 7 Copies

Sale, Transfer, Mergers (STM) applications - 7 Copies

The application deadline for Sale, Transfer and Merger applications by water supply corporations and systems required to possess a CCN still is 120 days before the effective date of the sale, acquisition, merger, etc. (16 TAC 24.109) PUC adopted TCEQ's 291 rules into new PUC Chapter 24 rules and is working on substantive revisions to those rules. Download application forms.

PUC's form to obtain or amend a CCN also is available at this link. PUC's procedural rules for CCN amendments currently are the same as the TCEQ's rules were. (16 TAC 24.105-.106)

### **PUC filing procedures for all documents:**

All filings regardless of their size and number of copies must be sent to the following address for processing per PUC Procedural Rule 16 TAC 22.71(b):

#### **Mailing Address:**

Public Utility Commission of Texas  
Central Records  
1701 N Congress PO Box 13326  
Austin, Texas 78711-3326

#### **Shipping / Overnight Delivery Address:**

Public Utility Commission of Texas  
Central Records  
1701 N Congress, Suite 8-100  
Austin, Texas 78701

Any filing, including applications, consisting of 10 pages or larger, also must be filed electronically per PUC's procedural rule 16 TAC Sec. 22.72(h). This electronic filing is in addition to the required paper filing. The electronic copy must be filed before the paper copy is sent so a print-out of the transaction record the electronic filing system generates can be mailed along with the required print copies. PUC only considers a filing complete when it receives the required number of paper copies and electronic filing, if applicable.

PUC uses its own software application "PUC Filer" that must be downloaded to your local computer or drive to file documents electronically.

PUC has detailed instructions on how to use this application [here](#).

Download PUC Filer [here](#).

Slides from PUC filings workshop explaining how to use the software

No filing fee is required to file any document with the PUC.

**Hard copy standards:** Filings with PUC must be typed on 8.5 inch x 11 inch paper and printed on both sides of the paper. Every paper filing, except tariffs for WSCs, must include one copy (not the original) unbound and numbered from start to finish per PUC procedural rule 16 TAC Sec. 22.72(g)(2), and pages should be numbered consecutively.

Filings must be double-spaced or one and one-half times spaced with left margins not less than one inch wide, except that any tariff filing may be single-spaced. Filings must be printed or formatted in not less than 10-point type.

No cover letter shall be attached to any filing, except tariff pages. If a document has five or more headings and/or subheadings, it must have a table of contents with the major sections of the document included.

**Oversized documents:** Any log, graph, map, drawing, or chart submitted as part of a filing can be printed on larger paper if it cannot be provided legibly on letter-size paper. The document must be able to be folded to a size no larger than 8.5 inches x 11 inches. Oversized documents must be filed as referenced attachments.



## Fayette Water Supply Corporation

P.O. Box 724  
La Grange, Texas 78945  
979-968-6475 Main  
979-968-8239 Fax

*March 18, 2015*

Public Utility Commission of Texas  
Central Records  
1701 N Congress PO Box 13326  
Austin, Texas 78711-3326

*(PUC control number, if known)*

Re: Tariff for Fayette WSC, CCN No. 10726, in Fayette County

*Fayette Water Supply Corporation (FWSC)*

Dear Tariff Clerk:

Pursuant to Texas Water Code Section 13.136(c) and 16 TAC Section 24.21(j), enclosed is one copy of the *(new tariff/revisions to our existing tariff)* for Fayette Water Supply Corporation provided for informational purposes.

*(list in detail what tariff pages are being amended)*

*The tariff was revised and changed in February 2015; therefore, please discard the previously filed tariff and replace it with the attached.*

Should you or your staff have any questions, please contact me at 979-968-6475.

Sincerely,

---

(signature) Authorized representative of Fayette Water Supply Corporation

## FAYETTE WATER SUPPLY CORPORATION

### NOTICE OF RATE INCREASE

The Fayette Water Supply Corporation ("Corporation") Board of Directors held a public meeting on November 17, 2015 and voted to increase the monthly rates for water service for all members.

In addition to our efforts to provide corporation solidity, a rate study has been conducted in conjunction with an independent service for rural water corporations, Texas Rural Water Association (TRWA). FWSC has been advised to incur a rate increase in order to continue providing quality water, maintaining the current system and to provide preparations of future needs. These studies are in-depth and conducted according to guidelines established by the TCEQ Chapter 291 Rules and Texas Water Code. Future growth and increased cost of supplies are major contributors in the equation as well as securing a sound financial resource for USDA loan backings. An increase in rates will be established in the near future to properly accommodate the needs and requirements of FWSC.

FWSC has not incurred an increase in rates since 2010. The Board of Directors have evaluated the financial standing of the corporation, analyzed many options of a rate increase and chose the option recommended by AWWA and TCEQ. Attached please find a copy of the Board approved recommendations. The new rate increase will **not** impact approximately 80% of its members.

Starting March 1, 2015, FWSC will implement the attached rate increase which shows the higher your usage and the larger your meter, the higher the cost. As always, the bill is determined by the amount of water used, so you will continue to have the luxury of controlling the increase through your personal usage.

#### METER MONTHLY BASE RATE:

| SIZE         | METER EQUIVALENTS | RATE     |
|--------------|-------------------|----------|
| 5/8" by 3/4" | 1.0               | \$26.00  |
| 1"           | 2.5               | \$65.00  |
| 1 1/2"       | 5.0               | \$130.00 |
| 2"           | 8.0               | \$208.00 |

#### Water per thousand gallons:

|                   |         |
|-------------------|---------|
| 1 - 10,000        | \$4.00  |
| 10,001 to 20,000  | \$5.00  |
| 20,001 to 40,000  | \$6.00  |
| 40,001 to 60,000  | \$7.00  |
| 60,001 to 80,000  | \$8.00  |
| 80,001 to 100,000 | \$9.00  |
| 100,001 and over  | \$10.00 |

For more information about the rate increase, please contact the Corporation at 979-968-6475 or in person at our main office 200 Bordovsky Rd, La Grange

# **FAYETTE WATER SUPPLY CORPORATION CALCULATION OF THE AVERAGE NET EQUITY BUY IN FEE OF A SAMPLE UTILITY**

Meaningful determination of the Average Net Equity Buy In Fee is achieved only when the following conditions are met in calculation of the fee:

1. An accurate accounting of the fixed and cash assets of the utility should be maintained, preferably by a Certified Public Accountant; and
2. All funds obtained as an Equity Buy In Fee or other similar funds which are to be used for future capital expenditures should be maintained in a separate fund and earmarked for this purpose. This amount should not include the Membership Reserve or debt reserves;
3. A realistic depreciation schedule should be maintained for each asset item based on its anticipated useful life rather than on the life of the debt incurred to pay for the asset; and
4. An actual count should be retained of existing and terminated accounts for which capital contributions have been received, but not to include Membership transfers. This count shall be the number of Contributing Members on which the average is taken in calculation of the Net Equity Buy In Fee.

**EXAMPLE:**

|                                                                           |                 |
|---------------------------------------------------------------------------|-----------------|
| Fixed Assets of the Corporation .....                                     | \$3,000,000.00  |
| Minus (-) Accumulated Depreciation .....                                  | \$750,000.00    |
| Minus (-) Outstanding Corporation Debt Principle .....                    | \$800,000.00    |
| Equals (=) Corporation Equity.....                                        | \$1, 450,000.00 |
| Minus (-) Developer’s Capital Contribution.....                           | \$57,000.00     |
| Minus (-) Grants Received.....                                            | \$500,000.00    |
| Total Number of Members / Customers Equals (=) Net Equity Buy In fee .... | \$893,000.00    |
| Average Net Equity Per 2,000 Contributing Members.....                    | \$446.50        |

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

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

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


**TCEQ REGULATORY GUIDANCE**
**Water Supply Division**
**RG-199 (Revised)**
**October 2002**

## Regulatory Assessments Collected by Retail Public Utilities

Retail public utilities and their customers often have questions about an item called "regulatory assessment" that is included in their water or wastewater bills.

### ***What is the "regulatory assessment"?***

The regulatory assessment is a fee collected from retail customers by water and wastewater utilities regulated by the Texas Commission on Environmental Quality (TCEQ). It was first authorized in 1993 in response to a State Comptroller's report that recommended a higher level of user charges be used to finance state programs.

Investor-owned utilities, water districts, water supply corporations, and certain counties are required to collect the assessment from retail customers and send the amount collected to the TCEQ. The amount collected depends on the type of regulated retail public utility, as follows:

| <b>The fee for customers of:</b>                   | <b>Is:</b> | <b>Calculate it as:</b> |
|----------------------------------------------------|------------|-------------------------|
| Investor-owned utilities                           | 1.0%       | 0.01 x receipts         |
| Water districts                                    | 1/2%       | 0.005 x receipts        |
| Water supply corporations                          | 1/2%       | 0.005 x receipts        |
| Counties within 50 miles of the U.S.-Mexico border | 1.0%       | 0.01 x receipts         |

### ***Which utility customers are exempt from this fee?***

The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of nonpotable (not drinkable) water.

### ***Which customers must pay this fee to the utility?***

All retail customers must pay this fee. Because this fee is not a tax, tax-exempt institutions also must pay the regulatory assessment. School districts and similar institutions are not considered to be state agencies and so are subject to the regulatory assessment.

### ***How is the regulatory assessment applied on bills?***

The assessment is to be applied to customer charges for water and sewer service, but not to penalty and interest charges, tap fees, impact fees, or other fees that appear on customer bills. The assessment may be included on the retail customer's bill as a separate line item.

### ***When is the amount collected payable to the TCEQ?***

The amount collected during the calendar year must be sent to the TCEQ by January 30. Submit these payments along with the preprinted form sent to the utility by the TCEQ during December. Payments received after January 30 are subject to penalties and, if received after March 30, are also subject to interest.

### ***What is the regulatory assessment used for?***

As required by law, these fees are used to pay the costs and expenses incurred by the TCEQ in the regulation of these retail public utilities.

Also as required by law, a portion of these fees is used to provide on-site technical assistance and education to these retail public utilities.

If you have questions regarding the regulatory assessment, please contact:

Regulatory Assessment Coordinator  
Utilities & Districts Section MC 153  
TCEQ  
PO Box 13087  
Austin TX 78711-3087

**Phone:** 512/239-4691

**Fax:** 512/239-6190

Texas Commission on Environmental Quality • PO Box 13087 • Austin, Texas • 78711-3087

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A PUBLICATION OF THE PUBLIC UTILITY COMMISSION OF TEXAS

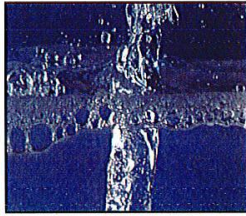
# UTILI-FACTS

## Water Supply Corporations: Frequently Asked Questions

### What is WSC?

WSC stands for "Water Supply or Sewer Service Corporation."

WSCs are non-profits, member-owned and member-controlled corporations organized under Chapter 67, Texas Water Code. As such, WSCs are subject to the laws and regulations governing the operations of non-profit corporations. The operation of a WSC is the responsibility of its board of directors. Directors are elected by the corporation members.



### Is the WSC Required to Provide Me With Service?

Yes, if your property is located within the area granted under the WSC's "Certificate of Convenience and Necessity" (CCN). If you are not sure whether your property is within a particular WSC's area, contact the WSC or the Public Utility Commission of Texas (PUCT). When calling the PUCT, call (512) 936-7405 and ask to speak to a member of the Water Utilities Division mapping team.

### How Do I Become a Member and Get Service?

Most WSCs require you to fill out an application form. You may be asked to appear at a board meeting to formally request membership. You will be asked to pay a "membership" fee. You will become a member upon qualification for service and membership is accordance with the WSC's tariff. Note: Membership fees and indication of interest fees are two different fees.

The membership entitles you to (1) vote as a member/stockholder of the WSC, and (2) receive utility services. The amount of the membership or indication of interest fee is specified in the WSC's tariff and can range from \$50 to \$250. The membership fees are generally used as emergency reserve funds.

If service is not readily available in your area, you may be asked to pay an "Indication of Interest" fee in lieu of the membership fee. Once service is made available, the indication of interest fee may be converted to a membership fee.

### Will I Have to Pay Anything Else?

If a tap and meter are not already in place, you will be asked to pay a tap fee. The tap fee generally includes the cost of labor and materials for installation and administrative costs. You may also be charged a buy-in, extension or capital recovery fee (applicant's pro-rata share of the WSC's capital investment to increase capacity).

The total cost to obtain service may range from several hundred to several thousand dollars. The WSC retains ownership of the meter and distribution lines.

Charges (other than those for regular membership and tap fees) for the installation of service may be appealed to the PUCT by ap-

plicants for service from a WSC. This type of appeal is initiated by writing the PUCT within 90 days after obtaining written information from the WSC on the costs involved. For additional information on this type of appeal, contact the PUCT's Customer Protection Division toll-free at 888-782-8477.

### Why Does it Take So Long to Get Service?

In some cases, honoring a new customer's request for service will require an upgrade to the existing system. An engineering study must be prepared by the WSC and plans must be reviewed and approved by various government agencies. The WSC may seek a loan to finance the construction and the loan approval process takes time. Once plans are approved and financing arranged, WSCs will start construction as soon as possible.

### How Are WSC Facilities Funded?

In most cases, the money to construct the WSC's water or sewer plants and pipelines comes from loans provided by the United States Department of Agriculture (USDA) or the Texas Water Development Board (TWDB). Loan repayments and daily operational costs are generally paid off with revenue from water and/or sewer service sales. Reserve funds established by capital recovery fees, developer contributions and other forms of private finance are other means of developing the water or sewer system. Because the funds and customer base are so limited, WSCs generally do not "over-build" to accommodate future growth. Therefore, each new applicant may have to pay his share of the cost of enlarging or extending the system.

### What Are My Alternatives for Service?

- Drill your own water well for water service.
- Build your own septic system for sewer service.
- Find an alternative service provider.

If there is another utility nearby, you could ask if it would be willing to serve your property. If it is willing and the WSC does not object, your property could be removed from the WSC's certificated area and added to the other utility's area. This requires PUCT approval.

### Who Sets the Rates Charges by a WSC?


The WSC's board of directors sets the WSC's rates. The term "rates" as it is used here includes charges for deposits, retail water and sewer service, connection fees, late charges, membership fees, etc. The rates set by the board of directors are not subject to review or approval by the PUCT unless ten percent or more of the affected ratepayers petition the PUCT to review the board's decision changing the rates. This appeal must be filed within 90 days following

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the effective date of the rate change. Contact the PUCT for information on how to file a petition. Ask for a free copy of publications GI-24, "Appealing a Rate Change Decision" or download it from the website at [www.puc.texas.gov](http://www.puc.texas.gov).

Are WSCs Subject to the Open Meetings and Open Records Acts?



**QUESTIONS:**  
Call: 512-936-7405

Write:  
Public Utility Commission  
Water Utilities Division  
1701 N. Congress Ave.  
P.O. Box 13326,  
Austin, TX 78711-3326

WSCs are required to comply with the Open Records and Open Meetings Act and are subject to articles 1396-2.23, and 1396-2.23A, Vernon's Texas Civil Statutes, relating to the inspection of certain records of nonprofit corporations.

**What Government Agencies "Regulate" WSCs?**

WSCs govern themselves under the direction of their elected board of directors. However, the following agencies have some regulatory authority:

- The USDA/Rural Development

and the TWDB establish guidelines and impose requirements in conjunction with loans provided to WSCs.

- The PUCT issues Certificates of Convenience and Necessity (CCNs). These certificates grant the right and the obligation to provide retail utility service in a particular area. WSCs are required to obtain a CCN. (Also see comments under "Will I have to pay anything else?" and "Who sets the rates charged by a WSC?")
- The TCEQ regulates the operations of all public drinking water systems and sewer systems and conducts periodic inspections. Those regulations address water quality, water pressure, and system design specifications.

**Where Can I Go to Find Out More About WSCs?**

The Texas Rural Water Association (TRWA) is a non-profit, professional organization of WSCs. TRWA provides technical assistance and information to member WSC boards, managers, bookkeepers and operators. State and federal grants provide "TRWA Circuit Riders" for on-site assistance to systems eligible for state and federal funding.

Questions may be directed to:

Texas Rural Water Association  
1616 Rio Grande Street  
Austin, Texas 78701-1122  
512-472-8591

Questions may also be directed to:

Customer Protection Division  
Public Utility Commission of Texas  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, TX 78711-3326  
888-782-8477



A PUBLICATION OF THE PUBLIC UTILITY COMMISSION OF TEXAS

# UTILI-FACTS

## PUC Jurisdiction over Utility Rates and Service Policies

The tables in this publication summarize the Public Utility Commission of Texas (PUC) jurisdiction over the rates charged, areas served, and customer service policies followed by retail public utilities owned by cities, counties, districts, water supply or sewer service corporations, and investors. For definitions of the terms and abbreviations used in this publication, look below the table on page 2.

What jurisdiction does PUCT have over retail rates charged by a water or sewer utility?

| If the utility is owned by a(n) ...                       |                                    | What type of jurisdiction does the PUCT have over its retail rates?<br>(Note: the PUCT has appellate jurisdiction over wholesale rates charged by one utility to another.) |                                                                                                                             | Is customer notice of a retail rate change required? |
|-----------------------------------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
|                                                           |                                    | Original                                                                                                                                                                   | Appellate                                                                                                                   |                                                      |
| City                                                      | with customers inside city limits  | No                                                                                                                                                                         | No                                                                                                                          | No                                                   |
|                                                           | with customers outside city limits | No                                                                                                                                                                         | Yes, if 10% of customers outside the city limits protest or if an affected city that receives service from the IOU protests | Yes*                                                 |
| County (other than an "affected county")                  |                                    | No                                                                                                                                                                         | No                                                                                                                          | No                                                   |
| Affected County (within 50 miles of the US-Mexico border) |                                    | No                                                                                                                                                                         | Yes, if 10% of customers protest                                                                                            | Yes*                                                 |
| District                                                  | with customers inside district     | No                                                                                                                                                                         | Yes, if 10% of customers protest                                                                                            | No                                                   |
|                                                           | with customers outside district    | No                                                                                                                                                                         | Yes, if 10% of customers protest                                                                                            | Yes*                                                 |
| Water Supply Corporation (WSC)<br>(if not exempt)         |                                    | No                                                                                                                                                                         | Yes, if 10% of customers protest                                                                                            | No                                                   |
| Exempt WSC                                                |                                    | No                                                                                                                                                                         | No                                                                                                                          | No                                                   |
| Investor-Owned Utility (IOU)<br>(if not exempt)           | Inside a city                      | No, unless the city surrenders its jurisdiction to the PUCT                                                                                                                | Yes, if 10% of customers protest or if a party to a rate case before the city files an appeal to the city's ruling          | Yes                                                  |
|                                                           | Outside a city                     | Yes                                                                                                                                                                        | Not applicable.                                                                                                             | Yes                                                  |
| Exempt IOU                                                |                                    | No                                                                                                                                                                         | Yes, if 50% of customers protest                                                                                            | No                                                   |

- \*This notice must tell the old rates, the new rates, and the date the new rates take effect. The PUCT recommends that customers be told of their right to appeal.

On page 2, find information on these topics:

- When must utilities obtain a CCN and observe PUCT tariff and service policies?
- Terms used in this publication
- How to learn more

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When must utilities obtain a CCN and observe PUCT tariff and service policies?

| If a utility is owned by a(n)... |                                         | Is a CCN required?     | Do TECQ Tariff and Customer Service Policies apply? |
|----------------------------------|-----------------------------------------|------------------------|-----------------------------------------------------|
| <b>City</b>                      |                                         | No*                    | No                                                  |
| <b>County</b>                    | within 50 miles of the US-Mexico border | Yes                    | Yes                                                 |
|                                  | elsewhere in Texas                      | No*                    | No                                                  |
| <b>District</b>                  |                                         | No*                    | No                                                  |
| <b>WSC (if not exempt)</b>       |                                         | Yes                    | No, but must file tariff with TCEQ                  |
| <b>Exempt WSC</b>                |                                         | Water, No*; Sewer, Yes | No, but must file tariff with TCEQ                  |
|                                  | Inside a city                           | Yes                    | Yes, if city does not adopt its own                 |
|                                  | Outside a city                          | Yes                    | Yes                                                 |
| <b>Exempt IOU</b>                |                                         | Water, No*; Sewer, Yes | Yes                                                 |

Terms used in this publication:

**Affected County.** Counties within 50 miles of the US- Mexico border. Chapter 13 of the Texas Water Code gives these counties specific authority to provide water or sewer utility service.

**Appellate Jurisdiction.** Circumstances where the PUCT has the authority to review and either approve or modify the decision of another authority after receiving an appeal from affected customers or parties.

**CCN—Certificate of Convenience and Necessity.** Issued by the PUCT, authorizes a utility to provide water or sewer utility service to a specific area and obligates the utility to provide continuous and adequate service to every customer who requests service in that area.

**District.** A "district" created by the Legislature or under the Texas Water Code. There are various types, such as MUD (municipal utility district), FWSD (fresh water supply district), WCID (water control and improvement district), or SUD (special utility district).

**Exempt IOU or Exempt WSC.** A water utility or water supply corporation with fewer than 15 potential service connections. The exemption (from the requirement to obtain a CCN) does not apply to sewer utilities.

**IOU, Investor-Owned Utility.** A retail public utility owned by an individual, partnership, corporation or homeowners association.

**Original Jurisdiction.** Circumstances where the TCEQ has the authority to review and approve or modify the rates charged by an individual or corporation for water or sewer services.

**Potable Water.** Water that meets state standards for drinking water, whether consumed or not.

**Retail Public Utility.** Any person, corporation, public utility, water supply or sewer service corporation, municipality, political subdivision, or agency operating, maintaining, or controlling in this state facilities for providing potable water service or sewer service, or both, for compensation.

**Retail water or sewer utility service.** Potable water service or sewer service, or both, provided by a retail public utility to the ultimate consumer for compensation.

**Tariff.** A document listing the rates charged by and related service policies practiced by a utility providing retail service.

**WSC—Water Supply Corporation.** A nonprofit water supply or sewer service corporation owned and controlled by its members.

**Wholesale Utility.** A utility that sells potable water service or sewer service to a retail public utility that is not the ultimate consumer of the service.

How to learn more:

- See Chapter 13 of the Texas Water Code, titled Water Rates and Services
- See the PUCT's rules in Title 16, Texas Administrative Code, Chapter 24
- Contact the PUCT's Water Utilities Division by phone at: (512) 936-7405 or by email at [water@puc.texas.gov](mailto:water@puc.texas.gov). You may also visit the PUCT's website at [www.puc.texas.gov](http://www.puc.texas.gov).

# UTILI-FACTS

## Appealing a Rate Change Decision

Made by a Board of Directors, A City Council, or County Commissioners

If your water or sewer utility<sup>1</sup> changes its rates and you wish to contest the decision, the Public Utility of Texas (PUCT) cannot review the retail rates charged by some types of utilities unless



you file an appeal in the form of a petition. [Texas Water Code (TWC), Section 13.043(b)] Parties to a rate proceeding before the governing body of a municipality may have different appeal rights under TWC, Section 13.043(a).

The petition must be signed by 10 percent of the affected ratepayers (customers) eligible to appeal. (If there are more than 100,000 eligible ratepayers, the petition is valid if at least 10,000 affected ratepayers sign it.)

You must send the petition to the PUCT within a specific period of time, as discussed later in this publication.

Who Can Appeal a Rate Change Decision?

You and your fellow ratepayers may file an appeal if you are served by one of the types of utilities listed below. Also shown is who has original authority to approve or "set" the rates.

| Type of Utility                                                      | Who sets the rates?                             |
|----------------------------------------------------------------------|-------------------------------------------------|
| Water Supply Corporations (WSC)                                      | Board of Directors of the WSC                   |
| Water District or River Authority                                    | Board of Directors of the District or Authority |
| Private- or Investor-Owned Utility Operating Inside a City           | City Council                                    |
| City-Owned Utility Serving Customers Outside the City <sup>2</sup>   | City Council                                    |
| County within 50 Miles of the U.S.-Mexico Border Who Sets the Rates? | County Commissioners                            |

Who Can Sign the Petition?

Each person receiving a separate bill is considered a "ratepayer." However, you can only be considered a single ratepayer regardless of the number of bills you receive. A petition can be signed by

<sup>1</sup> The term "utility," as used in this publication, corresponds with "retail public utility" as defined by the Texas Water Code, §13.002(19).

<sup>2</sup> Only ratepayers living outside the city are eligible to appeal. The PUCT does not have jurisdiction to review the rates charged by a city to in-city, retail customers.

either you as the ratepayer, or by your spouse.

What Should the Petition Say?

Each signature page of the petition should include the following:

1. A statement that the petition is an appeal of the decision that set the new rates. In the case of an investor-owned utility (IOU) operating within a city, the petition should state that it appeals the decision that the city made on a rate change requested by the utility.
2. A short description of the rate change, noting both the old and the new rates.
3. The effective date of the rate change and the date the ratepayers were notified of the rate change.
4. A statement about why you and your fellow ratepayers are requesting that the PUCT review the decision setting the rates.
5. The name and address of an individual or organization that is willing to act as the ratepayers' representative.
6. The mailing address and phone number of the utility. In the case of an IOU operating within a city, the petition should also include the name, mailing address, and phone number of the city.

Each ratepayer signing the petition should write legibly and provide the following information:

- Name,
- Telephone number,
- Street or rural address where the utility service is received (a post office box is not sufficient), and
- Mailing address (if it differs from the address where service is received).

A sample petition appears on the back of this information sheet. This sample should only be used as a guideline. The wording underlined on the sample should be revised as needed for your petition. All the information noted above should be included in your petition.

How is the Petition Filed?

Send a copy of the petition to the utility, and file seven copies of the petition, including the original with the PUCT at:



QUESTIONS:  
Call: 512-936-7405

Write:  
Public Utility Commission  
Water Utilities Division  
1701 N. Congress Ave.  
P.O. Box 13326,  
Austin, TX 78711-3326

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Public Utility Commission of Texas  
Central Records  
Attn: Filing Clerk  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, TX 78711-3326

No filing fee is required. For most utilities, you must submit the petition within 90 days after the effective date of the rate change. However, if the petition is appealing the rates approved by a city or county for a utility under its jurisdiction (inside the corporate limits of the municipality or a utility owned by an affected county), the petition should be submitted within 90 days of the date on which the city or county made its final decision regarding those rates. A copy of the petition should be sent to the city or county and to the utility at the same time it is filed with the PUCT. As noted above, seven copies of the petition, including the original should be filed with the PUCT.

What Happens Next?

The PUCT must review the petition to see if it is complete. If additional information is required, the ratepayers' representative will be contacted. The petition is then either accepted for filing or, if it is incomplete, returned. The ratepayers' representative will be notified if the petition was accepted.

If the petition is accepted for filing, a PUCT engineer, accountant, and attorney are assigned and the petition is forwarded to the State Office of Administrative Hearings (SOAH) so that a contested case hearing can be scheduled. SOAH will assign an administrative law judge (ALJ) to hear the case.

As a first step in the contested case hearing process, known as the prehearing conference, an ALJ will name parties to the case and give the parties an opportunity to reach a settlement on the appeal.

If the parties cannot agree to a settlement, the ad-

ministrative law judge will set a procedural schedule. At the very least, this schedule will include an opportunity for parties to obtain information from each other through a procedure called discovery, and the date(s) for the next phase, called the evidentiary hearing. The evidentiary hearing is a legal proceeding subject to the Texas Rules of Civil Procedure, the Texas Rules of Evidence, and the PUCT Procedural Rules.

If you are a party to the contested case hearing, you are required to respond to requests for information during the discovery period. During the evidentiary hearing, you may call your own witnesses and cross-examine other parties' witnesses, but you do not have to do so.

When the hearing process is completed, the ALJ prepares a "Proposal for Decision" to submit to the three PUCT Commissioners. The Commissioners make the final decision on the ratepayers' appeal.

Note that the rates you are appealing can be put into effect by your utility even though you have filed an appeal or the appeal is pending. If the Commissioners set lower rates, refunds may be ordered.

Who Can Answer Any Other Questions I Have?

For additional information, please contact:

Public Utility Commission of Texas Water Utilities Division,  
1701 N Congress Avenue, P.O. Box 13326, Austin, Texas  
78711-3326 Phone: (512) 936-7405

### Sample Petition

(The wording underlined should be revised as needed for your petition.)

#### **Petition to Appeal Rates Established by the Board of Directors**

XYZ Water Supply Corporation  
1234 Main Street  
Anytown, Texas 99999

The undersigned ratepayers of XYZ Water Supply Corporation hereby appeal the decision of the board of directors of the Corporation affecting the rates charged to them by XYZ Water Supply Corporation. The rate change was effective on September 1, 2000, and affected the rates charged for water utility service, tap fees, late charges, and reconnect fees. On September 5, 2000, the ratepayers were notified by the service provider of this rate increase. The undersigned request that the Texas Commission on Environmental Quality review the decision to determine if the rates established are just and reasonable. The old rates charged by the service provider are \$20.00 minimum bill plus \$1.25 for each additional 1,000 gallons, and the new rates are \$25.00 minimum bill plus \$2.00 for each additional 1,000 gallons. The undersigned designate the XYZ Property Owners Association as their representative on this matter. Correspondence to the ratepayers' representative may be directed to Mrs. Jane Doe, President, XYZ Property Owners Association, 1235 Main Street, Anytown, Texas 99999; 512-555-4321.

| Name (Please Print and Signature) | Service Address (AND Mailing Address If Different from Service Address) | Phone Number |
|-----------------------------------|-------------------------------------------------------------------------|--------------|
| _____                             | _____                                                                   | _____        |
| _____                             | _____                                                                   | _____        |
| _____                             | _____                                                                   | _____        |
| _____                             | _____                                                                   | _____        |
| _____                             | _____                                                                   | _____        |
| _____                             | _____                                                                   | _____        |

## THE PUBLIC INFORMATION ACT

**T**exas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer's agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall **promptly** release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

### Rights of Requestors

*You have the right to:*

- Prompt access to information that is not confidential or otherwise protected;
- Receive treatment **equal** to all other requestors, including accommodation in accordance with the Americans with Disabilities Act (ADA) requirements;
- Receive certain kinds of **information without exceptions**, like the voting record of public officials, and other information;
- Receive a **written statement of estimated charges**, when charges will exceed \$40, in advance of work being started and opportunity to modify the request in response to the itemized statement;
- Choose whether to inspect the requested information (most often at no charge), receive copies of the information or both;
- A **waiver** or reduction of charges if the governmental body determines that access to the information primarily benefits the general public;
- Receive a copy of the communication from the governmental body asking the Office of the Attorney General for a ruling on whether the information can be withheld under one of the accepted exceptions, or if the communication discloses the requested information, a redacted copy;
- Lodge a written complaint about overcharges for public information with the Office of the Attorney General. Complaints of other possible violations may be filed with the county or district attorney of the county where the governmental body, other than a state agency, is located. If the complaint is against the county or district attorney, the complaint must be filed with the Office of the Attorney General.

### Responsibilities of Governmental Bodies

*All governmental bodies responding to information requests have the responsibility to:*

- Establish **reasonable procedures** for inspecting or copying public information and inform requestors of these procedures;
- Treat **all** requestors uniformly and shall give to the requestor all reasonable comfort and facility, including accommodation in accordance with ADA requirements;
- Be informed about open records laws and educate employees on the requirements of those laws;
- Inform requestors of the estimated charges greater than \$40 and any changes in the estimates above 20 percent of the original estimate, and **confirm that the requestor** accepts the charges, or has amended the request, in writing before finalizing the request;
- Inform the requestor if the information cannot be provided promptly and set a **date and time to provide it** within a reasonable time;
- Request a **ruling from the Office of the Attorney General** regarding any information the governmental body wishes to withhold, and send a copy of the request for ruling, or a redacted copy, to the requestor;
- **Segregate** public information from information that may be withheld and provide that public information **promptly**;
- Make a good faith attempt to **inform third parties** when their proprietary information is being requested from the governmental body;
- Respond in writing to all written communications from the Office of the Attorney General regarding charges for the information. Respond to the Office of the Attorney General regarding complaints about violations of the Act.

### Procedures to Obtain Information

- ✓ Submit a request by mail, fax, e-mail or in person according to a governmental body's reasonable procedures.
- ✓ Include enough description and detail about the information requested to enable the governmental body to accurately identify and locate the information requested.
- ✓ Cooperate with the governmental body's reasonable efforts to clarify the type or amount of information requested.

#### A. Information to be released

- You may review it promptly, and if it cannot be produced within 10 business days the public information officer will notify you in writing of the reasonable date and time when it will be available.
- Keep all appointments to inspect records and to pick up copies. Failure to keep appointments may result in losing the opportunity to inspect the information at the time requested.

#### Cost of Records

- **You must respond to any written estimate of charges within 10 business days of the date the governmental body sent it or the request is considered automatically withdrawn.**
- If estimated costs exceed \$100.00 (or \$50.00 if a governmental body has fewer than 16 full time employees) the governmental body may require a bond, prepayment or deposit.
- You may ask the governmental body to determine whether providing the information primarily benefits the general public, resulting in a waiver or reduction of charges.
- Make a timely payment for all mutually agreed charges. A governmental body can demand payment of overdue balances exceeding \$100.00, or obtain a security deposit, before processing additional requests from you.

#### B. Information that may be withheld due to an exception

- By the 10th business day after a governmental body receives your written request, a governmental body must:
  1. request an Attorney General opinion and state which exceptions apply;
  2. notify the requestor of the referral to the Attorney General; and
  3. notify third parties if the request involves their proprietary information.
- Failure to request an Attorney General opinion and notify the requestor within 10 business days will result in a presumption that the information is open unless there is a compelling reason to withhold it.
- Requestors may send a letter to the Attorney General arguing for release, and may review arguments made by the governmental body. If the arguments disclose the requested information, the requestor may obtain a redacted copy.
- The Attorney General must issue a decision no later than the 45th business day from the day after the attorney general received the request for a decision. The Attorney General may request an additional 10 business day extension.
- Governmental bodies may not ask the Attorney General to "reconsider" an opinion.

To request information from this governmental body, please contact:  
By mail to:

By e-mail to:  
By fax to:  
In person at:

For complaints regarding failure to release public information please contact your local county or district attorney.

- You may also contact the **Office of the Attorney General**, Open Government Hotline, at (512) 478-6736 or toll-free at 1-877-673-6839.
- For complaints regarding overcharges, please contact the **Office of the Attorney General**, Cost Hotline at (512) 475-2497 or toll-free at 1-888-672-6787.

*If you need special accommodation pursuant to the Americans With Disabilities Act (ADA), please contact our ADA coordinator,*

*at*

11/14

(SAMPLE)

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

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

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

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

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

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

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

**SAMPLE NOTICE TO THE CUSTOMERS**

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

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

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

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

**SAMPLE LANGUAGE FOR BILLING CARD**

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

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



## REFERENCE FROM TEXAS WATER CODE CHAPTER 67.

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

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

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

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

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

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

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

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

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

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

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

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