

**Tariff For:**

**Barten Water/Sewer Supply Corporation  
P.O. Box 805  
Columbus, Texas 78934**

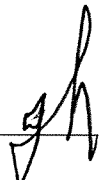
Approved May 12, 2025

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## SECTION A. RESOLUTIONS

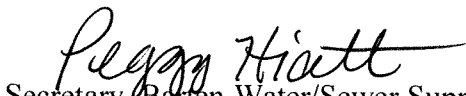
THE BOARD OF DIRECTORS OF Barten Water/Sewer Supply Corporation ESTABLISHES THAT:

1. This Tariff of the Barten Water/Sewer Supply Corporation, serving in Colorado County in the state of Texas, consisting of Sections A. through F. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of 01 April, 2025
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 as is practicable. The Secretary of the Corporation shall maintain the original copy as approved and all available previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been adopted (or revised) in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this 01 day of April, 20 25.




President, Barten Water/Sewer Supply Corporation



Secretary, Barten Water/Sewer Supply Corporation

Approved May 12, 20 25

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## SECTION B. STATEMENTS

1. **Organization.** The Barten Water/Sewer Supply Corporation ("Corporation" or "WSC") is a member-owned, nonprofit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to Member owned Member controlled nonprofit corporations for the purpose of furnishing potable water 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 and/or sewer services provided by the Corporation. Failure on the part of the Member, Customer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.
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.
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 is the extent of the cost of service provided. By acceptance of membership, the Member consents to waiver of such liability.
7. **Information Disclosure.** The records of the Corporation shall be kept in the possession of the corporate secretary in Columbus, 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 and other applicable law. **In no event and under no circumstances shall the Corporation disclose the Social Security Number of any Member or customer to any person other than an employee of the Corporation.** Chapter 182, Subchapter B of the Texas Utilities Code makes confidential a water utility customer's address, telephone number, account records, and information relating to the volume or units of utility usage, or the amounts billed to or collected from the individual for utility usage. However, an individual customer may request in writing that this information be released upon request. The Corporation shall give its applicants and customers notice of their right to request disclosure of this information under this policy. The confidentiality provision in Chapter 182, Subchapter B of the Texas Utilities Code does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the

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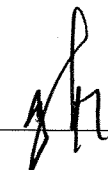
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Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each Member entitled to vote on a list to be made available to the Corporation's voting Members, or their agents or attorneys, in connection with a meeting of the Corporation's Members.

8. **Customer Notice Provisions.** The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all customers 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.** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water/sewer service to new construction and for all new Members as part of the activation of standard and some nonstandard 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.
11. **Prohibition Against the Resale of Water.** The meter and/or sewer connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

**Self-Read Plan.** All water service customers are on a self-read plan meaning each customer is required to read each of their own meters and to report those readings to the corporation for billing and reporting purposes by the 25<sup>th</sup> of each month.

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## SECTION C. DEFINITIONS

1. **Applicant** – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Barten Water/Sewer Supply Corporation. A person must have reached age of majority (18) in Texas to apply for service.
2. **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 E.
3. **Board of Directors** – The governing body elected by the Members of the Barten Water/Sewer Supply Corporation that is vested with the management of the affairs of the Corporation.
4. **Bylaws** – The rules pertaining to the governing of the Barten Water/Sewer Supply Corporation adopted by the Corporation Members.
5. **Certificate(s) of Convenience and Necessity (CCN)** – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Barten Water/Sewer Supply Corporation to provide water and/or sewer utility service within a defined territory. Barten Water/Sewer Supply Corporation has been issued Certificate Number: 12045. Territory defined in the CCN shall be the Certificated Service Area.
6. **Corporation** – The Barten Water/Sewer Supply Corporation.
7. **Developer** – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests more than two water or sewer service connections on a single contiguous tract of land as defined in Section 13.2502 (e)(1) of the Texas Water Code.
8. **Disconnection of Service** – The discontinuance of water or sewer service by the Corporation to a Member/Customer.
9. **Easement** – A private perpetual dedicated right-of-way for the installation of water and or sewer pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable) for both service to an Applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. The easement will be filed in the real property records of the appropriate county or counties.
10. **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 or acquisition of the Corporations assets related to capacity that have been made previously by existing Members. This fee shall be calculated annually after receipt of the system audit and assessed prior to providing (or reserving service for nonstandard service applicants) 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.

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- 11. Final Plat** – A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water/sewer easements, and location(s) of lakes, streams, or rivers through the property. The Barten Water/Sewer 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.
- 12. Hazardous Condition** – A condition that jeopardizes the health and welfare of the Members/Customers of the Corporation as determined by the Corporation or regulatory authority.
- 13. Installation Fee** - A fee charged for all costs necessary for installation of the type of service requested.
- 14. Liquidated membership** – A membership that has been canceled due to delinquent charges or for other reasons as specified in this Tariff.
- 15. Member** – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in the Corporation and who is a record owner of fee simple title to the property in an area served by the water supply or sewer service corporation or a person who is granted a membership and who either currently receives or will be eligible to receive water or sewer utility service from the corporation. An applicant must be qualified for service and must have been certified as a Member in accordance with the Corporation's Tariff before service will be activated.
- 16. Membership** – A non-interest-bearing stock or right of participation purchased from the Corporation evidencing a Member's interest in the Corporation.
- 17. 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 cannot be more than 12 times the minimum monthly base rate. This Fee may be referenced in the bylaws as "Membership/Connection Fee".
- 18. Meter Test Fee** - A fee assessed by the Corporation upon written request of the Member for testing the accuracy of the meter.
- 19. Public Utility Commission (PUC)** – State regulatory agency having jurisdiction over water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Nonprofit Water and Sewer Service Corporations
- 20. Proof of Ownership** – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate.
- 21. Rural Utilities Service (RUS)** – An agency of the United States Department of Agriculture Rural Development Mission Area that provides loan and grant funds for development of rural water and sewer systems serving communities with a population of less than ten thousand (10,000) people.
- 22. Renter** – A customer who rents or leases property from a Member or who may otherwise be termed a

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tenant.

- 23. 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.
- 24. Seasonal Reconnect Fee** – The fee charged for resumption of service at a location where the Member has voluntarily suspended service, in a written request, for a period of time not exceeding nine months within a twelve-month period. The fee is based on the total months for which service is suspended multiplied by the amount of the monthly minimum fee the Corporation charges active customers.
- 25. 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.
- 26. Service Investigation Fee** – A fee for costs associated with determining if service is available and determining cost of service.
- 27. Service Trip Fee** - A fee charged for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service; or for the purpose of disconnecting or collecting payment for services.
- 28. 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. Sewer facilities are designed, and rates are based on the basis of population served or demand.
- 29. Subdivide** – To divide the surface area of land into lots or tracts intended primarily for residential use.
- 30. Subdivider or Person who Subdivides Land**– An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business.
- 31. Subdivision** – An area of land that has been subdivided into lots or tracts.
- 32. Tap fee** – all current labor and materials necessary to provide individual metered water or wastewater service.
- 33. Tariff** – The operating policies, service rules, service extension policy, service rates, water use restriction policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this Board approved tariff is on file at the Corporation office and as required by law at the State Office of the PUC.
- 34. Temporary Service** – The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification.

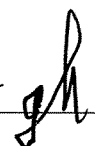
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- 35. Texas Commission on Environmental Quality (TCEQ)** – State regulatory agency having jurisdiction over drinking water, water supply and water quality issues for Nonprofit Water and Sewer Service Corporations.
- 36. Transfer Fee** - A fee assessed by the Corporation for costs associated with transferring membership.
- 37. Transferee** – An Applicant receiving a Barten Water/Sewer Supply Corporation membership by legal means from a Transferor desiring to forfeit and transfer current rights of membership to another person or entity.
- 38. 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.
- 39. Usage** - Amount billed for water or sewer service based on actual or estimated usage.
- 40. Actual Usage** – Amount billed or to be collected based on actual meter reading.
- 41. Estimated Usage** – Amount billed or to be collected based on either the Member's historical average usage for the prior month or for the same month of the prior year where date is available.
- 42. Water Conservation Penalty** – A penalty that may be assessed under Section F of this Tariff to enforce customer/member water conservation practices during drought contingency or emergency water demand circumstances.

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## SECTION D. SERVICE RULES AND REGULATIONS

1. **Activation of Standard Service.** Before receiving service, applicants must comply with all the following requirements, as applicable:
2. **New Tap.** The corporation shall charge a nonrefundable service installation fee as required under Section E. 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.
3. **Re-Service.** On property where service previously existed, the corporation shall charge the membership fee (where the membership fee has been liquidated or refunded), reconnection costs, any debt owed to the Corporation if the applicant is the person that previously incurred those charges, seasonal reconnect fee as appropriate, and other applicable costs necessary to restore service.
4. **Performance of Work.** All tap and equipment installations specified by the corporation shall be completed by the corporation staff or designated representative after all requirements for service have been met. The tap for a standard service request shall be completed within fifteen (15) working days after requirements for service have been met and a written notice requesting service has been received by the corporation. This time may be extended for installation of equipment for Nonstandard Service Request, for adverse weather conditions or for lack of availability of equipment or supplies necessary to complete the installation.
5. **Inspection of Customer Service Facilities.** The property of the applicant/member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved backflow prevention device required by the Corporation.
6. **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.
7. **Back-billing.** If a Member is undercharged the corporation may back-bill the Member. Back-billing may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in this tariff. If the underbilling is \$100 or more, the utility shall offer to such member/customer a deferred payment plan option for the same length of time as that of the underbilling.

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## 8. 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 E. 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.
- 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.

- 9. **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.
- 10. **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.
- 11. **Charge Distribution and Payment Application.** The Base Rate is for the billing period from the 1st day of the month to the 1<sup>st</sup> day of the following month. Charges shall be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed or hand delivered on or about the 30<sup>th</sup> 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. Gallonage Charge shall be billed at the rate specified in Section E. and billing shall be calculated in one thousand (1,000) 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 or resident or owner of residence being billed.
- 12. **Posting of Payments.** All payments shall be posted against previous balances and late fees prior to posting against current billings.
- 13. **Forms of Payment.** The Corporation will accept the following forms of payment: cash, personal check, cashier's check, money order. 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.

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**14. 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. Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued. Nonpayment 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.

**15. 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, completing all forms, and paying all required fees and charges, including granting an easement where recorded public easements on Applicant's property do not exist or public road right-of-way easements are not available to access the property or Corporation infrastructure on said property;
- 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 or property and infrastructure 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; or for which service is deemed necessary for continued service or for the mitigation of damage to the Corporation's water or sewer systems;
- 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

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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.

**16. Disconnection of Service Rules.** The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section. 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 or sewer utility service may be disconnected for any of the following reasons after no less than seven (7) days after proper notification has been given.

(a.i.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. Any such instruments returned as insufficient or nonnegotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a “cash-only” basis for a period of 12 months. NOTE: “cash only,” means certified check, money order, or cash.

(a.i.2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under Section E, or failure to comply with the terms of a deferred payment agreement;

(a.i.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;

(a.i.4) Failure of the Member to comply with the terms of the Corporation’s Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply. The notice of failure to comply must include a time period in which Member must remedy the failure to comply. Disconnection will occur if Member has failed to comply within the specified time period in the notice.

(a.i.5) Failure to provide access or hindering access to a water meter or other infrastructure including but not limited to sewer access covers and cleanouts, 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

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include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.

- (a.i.6) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
- (a.i.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.
- (a.i.8) Cancellation of membership by Member on an account that the Member holds for water or sewer 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.)
- (a.i.9) 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.
- (a.i.10) Failure to pay charges arising from service inspection fee as defined in Section E, meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading.
- (a.i.11) 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 or sewer lines, service taps, meter boxes, valves, access covers or meters by engaging in activities such as property excavations, lawn mowing or lawn maintenance, 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.
- (a.i.12) Failure to disconnect or secure additional service tap(s) for an RV or other service connection (See D.22 of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.

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b) Disconnection Without Notice – Water utility service may be disconnected without notice for any of the following conditions:

- (a.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.
- (a.2) A line leak on the Member's side of the meter is considered a potentially hazardous condition under paragraph b. 1, as stated above. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation 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.
- (a.3) Service is connected without authority by a person/entity who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
- (a.4) In instances of tampering with the Corporation's meter/sewer tap or equipment, bypassing the meter or equipment, or other diversion of water or sewer 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 or gate 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:

- (a.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;
- (a.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;
- (a.3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
- (a.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;

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(a.5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters Section E. 14. of this Tariff.

(a.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 PUC.
- f) Disconnection for Ill Customers – The Corporation may not discontinue service to a delinquent residential Member or tenant under an alternative billing agreement permanently residing in an individually metered dwelling unit when that Member or tenant establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in accordance with Subsection (a) of this Section if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the Member or tenant enters into a Deferred Payment Agreement. The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness as per this subsection.
- g) Disconnection of Temporary Service – When an applicant with temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff, service may be terminated with notice.

17. **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.

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

- a) The Corporation shall mail or hand deliver all bills on or about the 1st 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

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applied as described in Section E. The time for payment by a political subdivision may be different than your regular due date. A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A 3 day grace period may then be allowed for delayed payments prior to mailing of final notices. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

- b) The board of directors or general manager may elect to not charge a late fee or 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. 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. **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 bypassed 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.

20. **Insufficient Grounds for Refusal of Service.** The following shall not constitute sufficient cause for the refusal of service to an Applicant:

- a) Delinquency in payment for service by a previous Member or occupant of the premises to be served;
- b) Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
- c) Violation of the Corporation's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;

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- d) Failure to pay a bill of another Member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service; and
- e) Failure to pay the bill of another Member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

21. **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.

22. **Members and Renters.** Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due the Corporation. The membership for rental or leased properties shall be in the name of the Member as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall be required to sign an Alternate Billing Agreement if the Member requests that the tenant be billed for utility service. 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. 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.

23. **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/sewer utility service for a single-family dwelling 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. 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, 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

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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 of a new dwelling, the membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required.

c) Transfers of membership

a.1) A Member or executor of estate (court order or other legal instrument) is entitled to transfer membership in the Corporation only under the following circumstances:

(a.i.a) The membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or

(a.i.b) The membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or

(a.i.c) The membership is transferred without compensation or by sale to the Corporation; or

(a.i.d) The membership is transferred as a part of the conveyance of real estate from which the membership arose.

a.2) In the event that membership is transferred pursuant to the provisions of Subsection 19. c. (1) of this Section, such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of membership shall be considered a new application for service and is not binding on the Corporation until such transfer has been approved as provided by Subsection 19. c. 3 of this Section.

a.3) Qualifications for service upon transfer of membership set forth in Subsection 19. c. (1) of this and 19. c. (2) of this Section shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:

(a.i.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;

(a.i.b) The membership has not been fully or partially liquidated; and

(a.i.c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the membership originally arose.

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- a.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.
- a.5) 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 Section E 1. of this Tariff.
- a.6) Liquidation Due to Delinquency –When the amount of the delinquent charges owed by the Member equals the membership fee, the membership fee shall be liquidated and the membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one membership, the Corporation may liquidate as many of the Member Guarantor's membership fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given. 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 of this Tariff.
- a.7) Cancellation Due to Policy Noncompliance. The Corporation may cancel a membership anytime a Member fails to comply with policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property from which the membership arose.
- a.8) Reassignment of Canceled membership. The Corporation, upon cancellation of membership under the provisions of this Tariff, may reassign the canceled membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water or sewer service is requested. membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package. The Corporation shall reassign a canceled membership to a person or entity that acquires the real estate from which the membership arose through judicial or nonjudicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the corporation's current rates, charges, and conditions

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of service, including current membership fee, set forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property management company to acquire the membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property and it is not feasible for the mortgage institution to be the Member.

- a.9) Mortgaging of memberships – Nothing herein shall preclude a Member from mortgaging his/her membership. However, notification to the holder of any security interest (mortgagee/lienholder) of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the membership Mortgage Agreement. Prior to the cancellation of any membership as provided under Subsection E. 19. d. (Cancellation of membership), the Corporation will notify the holder of any security interest in the membership. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the membership. The Corporation may transfer the membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the membership arose. The Corporation may withhold cancellation of a membership pending the resolution of any foreclosure proceedings or similar legal proceedings by the holder of the security interest.
  
- a.10) 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 sum total of charges for the month of greatest use during the preceding 12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the Disconnection with Notice Provisions of Section E. 11. of this Tariff, with a copy of the notice to the bankruptcy Trustee.
  
- a.11) Cancellation and Re-Assignment of membership as a Result of Divorce or Death (or Dissolution of Joint Tenancy) – The Corporation shall transfer the membership to a spouse (or joint tenant) or heir who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse (or joint tenant) or heir requesting transfer, such as final divorce decree, temporary court order, probate decree, affidavit of heirship, or agreement. In no event shall any membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

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## 24. 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 or locked as to not continue service 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.
- c) All water connections shall be designed to ensure against on-site sewage contamination, backflow 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.
- d) The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or nonresidential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant.
- e) All pipe and fittings used by the customer to convey sewage from its source to the sewer line must be a minimum of D-3034, SDR-35 or equivalent, 4-inch diameter pipe. No DWV (drain waste and vent) pipe or fittings will be allowed. All joints must be water tight and pipe must be installed to recommended grade. All non-household sewer customers who have potential for dirt, grit, sand, grease, oil, or similar substances must install and maintain a trap ahead of their entrance to the Corporation's sewer collection piping. A double cleanout is recommended at the property line and recommended at the house. The Corporation may impose other site-specific requirements.
  - (1) Requirements for Traps:
    - (a) Discharges requiring a trap include but are not limited to:
      - (b) grease or waste containing grease in amounts that will impede or stop the flow in the public sewers;
      - (c) oil, flammable wastes;
      - (d) sand, and other harmful ingredients.
  - (2) Any person responsible for discharges requiring a trap shall, at his own expense, and as required by the approving authority:
    - (a) Provide equipment and facilities of a type and capacity approved by the approving authority;
    - (b) locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and
    - (c) maintain the trap in effective operating condition.
  - (3) Approving Authority Review and Approval (By the Board of Directors):

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- (a) If pretreatment or control is required, the approving authority shall review and approve design and installation of equipment and processes.
  - (b) The design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances and other laws.
  - (c) Any person responsible for discharges requiring pretreatment, flow equalizing or other facilities shall provide and maintain the facilities in effective operating condition at their own expense.
- f) 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.
- g) 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.
- h) The Corporation's ownership and maintenance responsibility of water supply and metering and sewer equipment 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.
- i) The Member is required to notify the system 48 hours prior to digging or excavation activities along or near water/sewer lines and appurtenances.

**25. 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.

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

- a) For purposes of this Section, the term "Tampering" shall mean meter tampering, bypassing, or diversion of the Corporation's service equipment, or other instances of diversion, including:
  - (a.1) Removing a locking or shutoff device used by the Corporation to discontinue service; physically disorienting the meter or sewer tap;
  - (a.2) attaching objects to the meter or sewer tap to divert service or to bypass;
  - (a.3) inserting objects into the meter or sewer tap;
  - (a.4) other electrical and mechanical means of tampering with, bypassing, or diverting service;
  - (a.5) connection or reconnection of service without Corporation authorization;
  - (a.6) connection into the service line of adjacent customers of the Corporation; and
  - (a.7) preventing the supply or sewer discharge from being correctly registered by a metering device or sewer tap due to adjusting the valve so that flow is reduced below metering capability.
- b) If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall disconnect service without notice as set forth in Subsection E.11.b. and charge

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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.

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

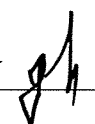
**The burden of proof of Tampering is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation’s staff when any action regarding Tampering is initiated. A court finding of Tampering 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, 12.21 and 12.22.**

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

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

- a) No more than one (1) residential connection is allowed per meter or sewer tap. 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 terms set forth in this tariff.
- b) For purposes of this section, the following definitions shall apply:
  - a.1) A “multiple connection” is the connection to any portion of a member’s water or sewer system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water or sewer line serving another residence or commercial or industrial facility. Water or sewer lines to outbuildings, barns or other accessory structures shall not be considered 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.
  - a.2) A “primary delivery point” shall mean the physical location of a meter or sewer tap that is installed in accordance with this Tariff and applicable law and which provides water or sewer service to the residence or commercial or industrial facility of a member.

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a.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.

a.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 and or sewer usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than 14 days. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional membership be secured, and a separate meter installed. If the Member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. 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 or sewer are charged is allowed. If a Member is found to violate these conditions by a lease or sub-lease arrangement or other commercial means, 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.

29. **Service Entitlement.** The Applicant(s) shall be considered qualified and entitled to water and/or sewer 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. **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 or sewer tap 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” or 3/4” sized water meter services set on existing pipelines or 4” gravity sewer taps.
- b) Nonstandard Service is defined as any service request which requires a larger meter service, or an addition to the supply, storage and/or distribution/collection system.

31. **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

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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.

- 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 and maintenance of the Corporation's physical infrastructure.
- 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.
- c) 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.
- d) If the water or sewer main has been located in the public right-of-way (ROW), 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 or sewer main and appurtenances, and the Corporation has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant the easement(s) 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(s) in the ROW and construct the appropriate line or lines within that easement or easements for the Corporation's system-wide service.
- e) The Corporation shall make available upon request to each service applicant or transferee a copy of the Disclosure of Personal Information Request Form.

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## SECTION E. RATES AND SERVICE FEES

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

1. **Additional Assessments.** In the event any federal, state or local government imposes on the Corporation a “per meter” fee or an assessment based on a percent of water/sewer charges, this fee or assessment will be billed and collected as a “pass through” charge to the customer.
2. **Assessments.** If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water or wastewater 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 on indebtedness for the year’s operations.
3. **Customer History Report Fee.** A fee of \$10.00 shall be charged to provide a copy of the Member’s record of past account information in response to a Member’s request for such a record.
4. **Customer Service Inspection Fee.** A fee of \$10.00 will be assessed each Applicant before permanent continuous service is provided to new construction.
5. **Easement Fee.** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements 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.
6. **Equipment Damage Fee.** If the Corporation’s facilities or equipment have been damaged by tampering, bypassing, 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 reestablished. 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 and tenant if an Alternate Billing Agreement is in place. If the Corporation’s facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation’s equipment, right-of-way, or meter shutoff 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.

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7. **Information 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.
8. **Standard Service** shall include all fees as applicable:
- a) Tap fee - all current labor and materials necessary to provide individual sewer service and/or metered water service.
  - b) Engineering fee.
  - c) Legal fee.
  - d) Customer service inspection fee.
  - e) Administrative costs.
  - f) Any additional site - specific equipment or appurtenances necessary to provide water or sewer service.

Standard service fees shall be charged on a per tap basis. A good faith estimate shall be provided to applicant after service is requested and before installation work is begun; with the understanding that unforeseen expenses will be payable by applicant as they occur. Payment of the amount of the estimate shall be paid before the commencement of work.

9. **Nonstandard Service** shall include: Facility improvement costs including, but not limited to, tanks, piping, main lines, hydrants, and other labor materials necessary to provide service at the level required by Water Code and as requested by the applicant;
- a) line and facility inspection fees;
  - b) administrative costs including, but not limited to, contract administration costs, processing invoices, disbursement of checks to contractors;
  - c) legal fees, including but not limited to, contract development, easements, water rights, permits, and CCN amendments for the area;
  - d) engineering fees; and
  - e) any additional site-specific equipment or appurtenances necessary to provide water or wastewater service as determined by the Corporation under the terms of Section E of this Tariff (includes tap fees).
10. **Standard and Nonstandard Service Installations** shall include all costs of any pipeline relocations as per this Tariff.
11. **Late Payment Fee.** Once per billing period, a penalty of \$25.00 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 period but shall be applied to any unpaid balance during the current billing period.
12. **Membership Fee.** At the time the application for service is approved, a nonrefundable membership fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate. The membership fee for water service is \$200.00 for water and/or sewer for each service unit.
13. **Meter Tampering and Damage to Property Penalty.** In addition to the Equipment Damage Fee, the

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Corporation may charge a penalty for "Tampering" as defined in Section E. 22. The penalty may only be assessed against the person who committed the Tampering. The penalty cannot be assessed against the Member for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.

#### 14. Monthly Charges.

##### Base Rate

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

Meter Size	5/8" x 3/4" Meter Equivalents	Monthly Rate
5/8" x 3/4"	1.0	\$22.50
3/4"	1.5	\$22.50
1"	2.5	\$22.50

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

Water:

- a) \$ 2.45 per 1,000 gallons for 3,001 to 7,000 gallons
- b) \$ 2.65 per 1,000 gallons for 7,001 gallons to 10,000 gallons
- c) \$ 2.85 per 1,000 gallons for 10,001 gallons and over

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 or sewer service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to monthly charges of this Tariff.

16. **Water Service Fee.** A monthly fee of \$25.00 shall be charged per water connection.
17. **Sewer Service Fee.** A monthly fee of \$18.75 shall be charged per sewer tap.
18. **Mortgagee/Guarantor Notification Fee.** The Corporation shall assess a fee of \$10.00 for each notification to a membership lienholder under agreement prior to membership cancellation.
19. **Meter Test Fee.** The Corporation shall test a Member's meter upon written request of the Member. A charge of \$10.00 shall be imposed on the affected account.
20. **Other Fees.** All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a Member, or the general public shall be charged to the recipient based on the cost of providing such service.

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21. **Owner Notification Fee.** The Corporation shall assess a fee of \$10.00 per notification to a Member of a renter/lessee delinquent account status prior to disconnection of service.
22. **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.- Reservice.
23. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or nonnegotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$25.00.
24. **Water Service Seasonal Reconnect Fee.** The Corporation shall charge a fee calculated based on the Base Rate multiplied by the number of months during which service is suspended/locked, not to exceed nine (9) months during any twelve (12) consecutive months. Sewer service disconnect/reconnect for seasonal purposes is not offered by the Corporation.
25. **Service Investigation Fee.** The Corporation shall conduct a service investigation for each service application submitted to the Corporation. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Nonstandard. An investigation shall then be conducted, and the results reported under the following terms:
- a) All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
  - b) All Nonstandard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to:
    - (a.1) Provide cost estimates of the project;
    - (a.2) To present detailed plans and specifications as per final plat;
    - (a.3) To advertise and accept bids for the project;
    - (a.4) To present a Nonstandard Service Contract to the Applicant; and
    - (a.5) To provide other services as required by the Corporation for such investigation.
 A Nonstandard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project.
26. **Service Trip Fee.** The Corporation shall charge a trip fee of \$25.00 for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service; or 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 pass through actual labor charges incurred by the Corporation to the

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Member. No markup or increase above the actual cost is allowed for these charges.

**27. Drought/Water Conservation Enforcement Fees**

- a) First violation – The Corporation shall charge a penalty of \$25.00 for the first violation of any drought provisions that are in force.
- b) Subsequent violations – The Corporation may terminate service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is less. The normal reconnect fee shall apply for restoration of service.

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## SECTION F. DROUGHT CONTINGENCY PLAN

### Declaration of Policy, Purpose, and Intent

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

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

### Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by BWS at annual homeowner meetings and monthly meetings.

### Public Education

BWS will periodically provide the public with information about the Plan. This will be included in the bills or notices delivered to customers.

### Coordination with Regional Water Planning Groups

The water service area for BWS is located within the Region K Water Planning area. A copy of this Plan has been provided to the Region K Planning Group and the Texas Commission on Environmental Quality.

### Authorization

The president of BWS or his/her designee is hereby authorized and directed to implement the applicable provisions of the Plan upon determination that such implementation is necessary to protect public health, safety, and welfare or to protect the water and sewer system from damage or harm.

### Application

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

## Definitions

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

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

**Commercial and institutional water use.** water use which is integral to the operations of commercial and non-profit establishments and governmental entities.

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

**Customer.** any person, company, or organization using water supplied by BWS.

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

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

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

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

- irrigation of household landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle;
- use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, swimming pool decks or other hard-surfaced areas;
- use of water to wash down buildings or structures for purposes other than immediate fire protection;
- flushing gutters or permitting water to run or accumulate in any gutter or street;
- use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support noncommercial aquatic life;
- failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

**Penalty for Violation.** Customers may be assessed a penalty in accordance with Section E of the BWS tariff if it is determined that a water conservation provision has been violated.

### Stage 1 – Mild Water Rationing Conditions

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Triggering conditions – Upon designation by the U.S. Drought Monitor (USDM) of drought condition D2-Severe Drought for Colorado County, Texas ; customers of BWS shall be required to adhere to Stage 1 water rationing.

Requirements for termination – Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days.

Stage 1 Water Use Restrictions – Under threat of penalty for violation, the following water use restrictions shall apply to all customers:

#### Landscape Watering Schedule

1. Tuesday and Saturday: Residents with an even last number of their home address may water
2. Wednesday and Sunday: Residents with an odd last number of their home address may water
3. Watering on Monday or Thursday or Friday is prohibited
4. Restricted Outdoor Watering Hours: Outdoor watering should be done only between the hours of 7 a.m. to 10 a.m. and 7 p.m. to 10 p.m. on your day to water
5. Restricted Outdoor Watering Volume: Water no more than 1 inch on your watering day
6. The use of permanent irrigation systems and hose-end sprinklers is allowed.

### **Stage 2 – Moderate Water Shortage Conditions**

Triggering conditions – Upon designation by the U.S. Drought Monitor (USDM) of drought condition D3-Extreme Drought or D4-Exceptional Drought for Colorado County, Texas ; BWS customers shall be required to adhere to Stage 2 water rationing.

Requirements for termination – Stage 2 of the Plan may be rescinded when all of the conditions listed as triggered events have ceased to exist for a period of seven (7) consecutive days. Upon termination of Stage II, Stage I becomes operative.

Stage 2 Water Use Restrictions – Under threat of penalty for violation, the following water use restrictions shall apply to all customers:

1. Tuesday and Saturday: Residents with an even last number of their home address may water
2. Wednesday and Sunday: Residents with an odd last number of their home address may water
3. Watering on Monday or Thursday or Friday is prohibited
4. Restricted Outdoor Watering Hours: Outdoor watering should be done only between the hours of 7 a.m. to 10 a.m. and 7 p.m. to 10 p.m. on your day to water
5. Restricted Outdoor Watering Volume: Water no more than 1 inch on your watering day.
6. The use of permanent irrigation systems and hose-end sprinklers is prohibited.

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7. Watering shall be by means of hand-held hoses, hand-held buckets, drip irrigation only.
8. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 7 a.m. to 10 a.m. and 7 p.m. to 10 p.m.
9. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support noncommercial aquatic life or when such fountains or ponds are equipped with a recirculation system.

The following uses of water are defined as non-essential and are prohibited:

- 1) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle
- 2) wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- 3) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- 4) use of water for dust control;
- 5) flushing gutters or permitting water to run or accumulate in any gutter or street; and failure to repair a controllable leak(s) within a 3 day period after having been given notice directing the repair of such leak(s).

### **Stage 3 – Emergency Water Shortage Conditions**

Triggering Conditions – Customers shall be required to comply with the requirements and restrictions for Stage 3 of this Plan when the BWS President, or his/her designee, determines that a water supply emergency exists based on:

- a) Major water line breaks, or pump or system failures occur, which cause an unprecedented
- b) loss of capability to provide water service; or
- c) Natural or man-made contamination of the water supply source(s).

Requirements for termination – Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days.

Stage 3 Water Use Restrictions – All requirements of Stage 2 shall remain in effect during Stage 3 except: Irrigation of landscaped areas is absolutely prohibited.

10. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited.
11. The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is absolutely prohibited.
12. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is absolutely prohibited except where necessary to support noncommercial aquatic life or where such fountains are equipped with a recirculation system.

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13. No applications for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

### **Variances**

The BWS President, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health 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.
- b) Alternative methods can be implemented which will achieve the same level of reduction in water use and use by customer of the alternative methods are approved in writing by the BWS president.

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

- 1) Name and address of the petitioner(s).
- 2) Purpose of water use.
- 3) Specific provisions(s) of the Plan which the petitioner is requesting relief.
- 4) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- 5) Description of the relief requested.
- 6) Period of time for which the variance is sought.
- 7) 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.
- 8) Other pertinent information.

Variances granted by Barten WSC shall be subjected to the following conditions, unless waived or

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modified by the BWS President or his/her designee:

- (a) Variance granted shall include a timetable for compliance.
- (b) Variance granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.
- (c) No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

### **Severability**

It is hereby declared to be the intention of the Board of Directors of the Barter Water/Sewer Supply Corporation that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the Board of Directors of the Barter Water/Sewer Supply without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

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