

Tariff for Dog Ridge Water Supply Corporation

Dog Ridge WSC
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Belton, Texas 76513
Telephone: (254) 939-6533

Revised

March 9th, 2026

All sections have been updated
to reflect the latest TRWA Tarriff revision.
Sections C, E, F & G have updates.

Table of Contents

Section A	Resolution	4
Section B	Statements	5
Section C	Definitions	8
Section D	Geographic Area Served	12
Section E	Service Rules & Regulations	14
1	Activation of Standard Service	14
2	Activation of Non-Standard Service	14
3	Applicant's or Transferee's Recourse	14
4	Back-Billing	14
5	Bill Adjustment	14
6	Billing Cycle Changes	15
7	Changes in Service Classification	15
8	Charge Distribution & Payment	15
9	Deferred Payment Agreement	16
10	Denial of Service	16
11	Disconnection of Service Rules	17
12	Disputed Bills	20
13	Due Dates, Delinquent Bills, & Service Disconnection Date	20
14	Inoperative Meters	20
15	Insufficient Grounds for Refusal of Service	20
16	Line Extension Reimbursement	21
17	Master Metered Account Regulations	21
18	Members & Renters	21
19	Membership	21
20	Member's Responsibility	24
21	Meter Relocation	25
22	Meter Tampering & Damage to Property	25
23	Ownership of Equipment	26
24	Prohibition of Multiple Connections to a Single Tap	26
25	Service Entitlement	27
26	Service Location & Classification	27
27	Service Requirements	27
Section F	Developer, Subdivision & Non-Standard Service Requirements	29
Part I	General Requirements	29
1	Purpose	29
2	Application of Rules	29
3	Non-Standard Service Application	29
4	Design	30
5	Non-Standard Service Contract	31
6	Construction of Facilities by Applicant Prior to Execution of Service Contract	32
7	Dedication of Water System Extension Improvements to WSC	32
8	Property & Right-of-Way Acquisition	32
9	Bids for Construction	32
10	Pre-Payment for Construction & Service	33
11	Construction	33

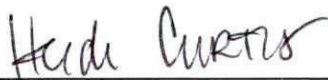
Part 2	Request for Service to Subdivided Property	33
1	Sufficient Information	33
2	Service within Subdivision	34
3	Final Approval	36
Section G	Rates & Service Fees	37
1	Additional Assessments	37
2	Assessments	37
3	Customer History Report Fee	37
4	Customer Service Inspection Fee	37
5	Easement Fee	37
6	Equipment Damage Fee	37
7	Equity Buy-In Fee	38
8	Information Copy Fee	38
9	Installation Fee	38
10	Late Payment Fee	39
11	Line Extension Reimbursement Fee	39
12	Membership Fee	39
13	Meter Tampering & Damage to Property Penalty	39
14	Monthly Charges	39
15	Mortgagee Guarantor Notification Fee	40
16	Meter Test Fee	40
17	Other Fees	40
18	Owner Notification Fee	40
19	Reconnect Fee	40
20	Regulatory Assessment	41
21	Returned Check Fee	41
22	Seasonal Reconnect Fee	41
23	Service Investigation Fee	41
24	Service Trip Charge	41
25	Transfer Fee	42
Section H	Drought Contingency & Emergency Water Demand Management Demand Plan	43
Section 1	Introduction	43
Section 2	Public Involvement	43
Section 3	Coordination with Regional Water Planning Group	43
Section 4	Trigger Conditions	43
Section 5	Stage Levels of Water Allocations	44
Section 6	Initiation and Termination Procedures	45
Section 7	Penalties for Violations	46
Section 8	Exemptions or Waivers	47
Section 9	Implementation	48

SECTION A. RESOLUTIONS

THE BOARD OF DIRECTORS OF DOG RIDGE WATER SUPPLY CORPORATION ESTABLISHES THAT:

1. This Tariff of the Dog Ridge Water Supply Corporation, serving in Bell County, Texas consisting of Sections A. through G. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of March 9th, 2026.
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 revisions of this tariff do not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation and a copy may be viewed on the Corporation's website. The Corporation shall maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been revised in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this March 9th, 2026.
Revised March 9th, 2026.



Heidi Curtis, President
Dog Ridge Water Supply Corporation



Mark Mahler, Secretary
Dog Ridge Water Supply Corporation

SEAL

END OF SECTION A

SECTION B. STATEMENTS

1. **Organization.** The Dog Ridge Water Supply Corporation (“Corporation” or “WSC”) is a member-owned, non-profit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to member owned member controlled non-profit corporations for the purpose of furnishing potable water and service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the members of the Corporation.
2. **Non-Discrimination Policy.** Membership in the Corporation and service is provided to all applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.
3. **Policy and Rule Application.** These policies, rules, and regulations apply to the water services provided by the Corporation. Failure on the part of the Member, 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, except where expressly required by municipal ordinance or agreed to by WSC. All hydrants or flush valves are for the operation and maintenance of the system and may be used by authorized fire departments in accordance with a written contract with the Corporation to supply water for use in fire protection. The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.
6. **Damage Liability.** The Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limits of liability of the Corporation is the extent of the cost of service provided. By acceptance of membership, member consents to waiver of such liability.
7. **Information Disclosure.** The records of the Corporation shall be kept in the Corporation office in Belton, 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 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 will give written notice of rate changes by mail or hand delivery and by email and the Corporation's website, if applicable, to all customers at least 30 days prior to the effective date of the new rate. The notice will contain the old rates, new rates, effective date of the new rate, meaning the first date of the applicable billing cycle where the new rate will take effect, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
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 General Manager. 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 service to new construction and for all new members as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(j)) (See Tariff Section G. 4.)
11. **Submetering Responsibility.** Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution or sewer collection system provided the Master Metered Account customer complies with the Public Utility Commission, Chapter 24, Subchapter I rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered customers of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Public Utility Commission.

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

- See if they have registered with the PUC, ([Texas Water Code Chapter 13 Subchapter M.](#))
- See that they do not charge their tenants more than the total amount of charges billed. If the aggregate bill is greater than the Corporation's charge, the Master Metered Account Customer is considered by the PUC to be a separate Public Water System and will be required to comply with all PUC regulations.
- Protect the System's CCN. Should the Master Metered Account Customer continue to violate these or other State regulations, the Corporation will need to request a Cease and Desist Order from the PUC. ([Texas Water Code Section 13.252](#) and [16 TAC Section 24.255](#))

12. **Voluntary Contributions Policy.** The Corporation's board has approved and set up guidelines for accepting Voluntary Contributions on Behalf of Emergency Service Providers in our service area. The policy adopted sets up the guidelines for collection, accounting, and distribution of funds to the respective local Emergency Service Response entities. ([Texas Water Code Sections 13.143](#) & [Section 67.017](#)) (See [Voluntary Contribution Policy](#))
13. **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 or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

END OF SECTION B

SECTION C. DEFINITIONS

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

Active Connection – Water connections currently being used to provide retail water service, or wholesale service.

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

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

Board of Directors – The governing body elected by the members of the Dog Ridge Water Supply Corporation that is vested with the management of the affairs of the Corporation. (Section 22.001(1), Texas Business Organizations Code)

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

Certificate(s) of Convenience and Necessity (CCN) – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Dog Ridge Water Supply Corporation to provide water utility service within a defined territory. Dog Ridge Water Supply Corporation has been issued Certificate Number 10048. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Certificated Service Area Map)

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

Developer – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests more than 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].

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

Disconnection of Service – The discontinuance of water service by the Corporation to a member/customer.

Easement – A private perpetual dedicated right-of-way for the installation of water 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.

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 Corporation's assets related to capacity that have been made previously by existing members. This fee shall be assessed prior to providing (or reserving service for non-standard 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.

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

Final Plat – A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water/sewer easements, and location(s) of lakes, streams, or rivers through the property. The Dog Ridge Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating Subdivision service requests under Section F, the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

Hazardous Condition – A condition that jeopardizes the health and welfare of the members/consumers of the Corporation as determined by the Corporation or regulatory authority.

Inactive Connection - Water connections tapped to the applicant's utility and that are not currently receiving service from the utility.

Indication of Interest Fee – A fee paid by a potential member of the Corporation for the purpose of determining the feasibility of a construction and /or expansion project. The Indication of Interest Fee may be converted to a membership Fee upon determination that service to the applicant is feasible and available. This also applies to applicants applying for, or receiving, Temporary Service.

Tap Fee - A fee charged for all costs necessary for installation of the type of service requested.

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

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

Membership – A non-interest-bearing stock or right of participation purchased from the Corporation evidencing a member's interest in the Corporation.

Membership Fee – A fee qualified as such under the terms of the tariff and the bylaws of the Corporation assigned to the real estate designated to receive service. The membership fee shall be refundable upon termination of service and surrendering the membership. The membership fee cannot be more than 12 times the minimum monthly base rate. (16 TAC Section 24.3(26) Definitions, Texas Water Code Section

13.043(g))

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

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 Non-Profit Water and Sewer Service Corporations

Proof of Ownership – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate to be served by deed of trust, warranty deed, or other recorded documentation. (See Texas Property Code, Title 3, Chapter 12, Section 12.001 and 12.0011)

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

Renter – A consumer who rents or leases property from a member or who may otherwise be termed a tenant.

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.

Seasonal Disconnect Request - A written request from the member to suspend service for a period not exceeding nine months within a twelve-month period. If service is not reestablished after the ninth month, then service will be in accordance with the re-service requirements in Section E 1 b.

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 not exceeding nine months within a twelve-month period. The fee is based on the total months for which service is suspended multiplied by the amount of the monthly minimum fee the Corporation charges active customers.

Service Application and Agreement – A written agreement between the member/applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished. (Document can be obtained in office)

Service Investigation Fee – A fee for costs associated with determining if service is available and determining cost of service.

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.

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.

Subdivide – To divide the surface area of land into lots or tracts intended primarily for residential use. (Texas Local Government Code Section 232.021(11))

Sub-divider – An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (Texas Local Government Code Section 212.012(i)(2) & 232.021(12) Definitions)

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

Tap fee – All current labor and materials necessary to provide individual metered water service.

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

Temporary Service – The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification. This classification will change to permanent service after requirements in Tariff Section E 25, E 26, E 27, and E 28 are met. Applicant must have paid an Indication of Interest Fee.

Texas Commission on Environmental Quality (TCEQ) – State regulatory agency having jurisdiction over drinking water, water supply and water quality issues for Non-Profit Water and Sewer Service Corporations.

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

Transferee – An applicant receiving a Dog Ridge WSC membership by legal means from a Transferor desiring to forfeit and transfer current rights of membership to another person or entity.

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

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

1. **Actual Usage** – Amount billed or to be collected based on actual meter reading.
2. **Estimated Usage** – Amount billed or to be collected based on either the member’s historical average usage for the prior month or for the same month of the prior year where date and data is available. (Section E. 5.b; also PUC Rules 16 TAC §24.87(i) regarding estimated bills.)

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

END OF SECTION C

SECTION D. GEOGRAPHIC AREA SERVED

TEXAS WATER COMMISSION



CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Under V.T.C.A., Water Code
and Texas Water Commission Substantive Rules

Certificate No. 10048

I. Certificate Holder:

Name: Dog Ridge Water Supply Corporation

Address: P. O. Box 232
Belton, Texas 76513

II. General Description and Location of Service Area:

The area covered by this certificate is generally located approximately one mile west and southwest of downtown Belton, Texas, on U. S. Highway 190. The service area is generally bounded on the southeast by IH-35, on the south by the Lampasas River and Stillhouse Hollow Lake, on the west by Comanche Gap Road and on the north by U. S. Highway 190 and South Nolan Creek in Bell County, Texas.

Dual certification exists with the City of Belton, CCN No. 11133, for a northeastern portion of this certificate.

Dual certification exists with Central Texas Water Supply Corporation, CCN No. 11492, due to a line running east to west through the southern portion of the area.

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map, WRS-14, maintained in the offices of the Texas Water Commission, 1700 North Congress, Austin, Texas with all attendant privileges and obligations.

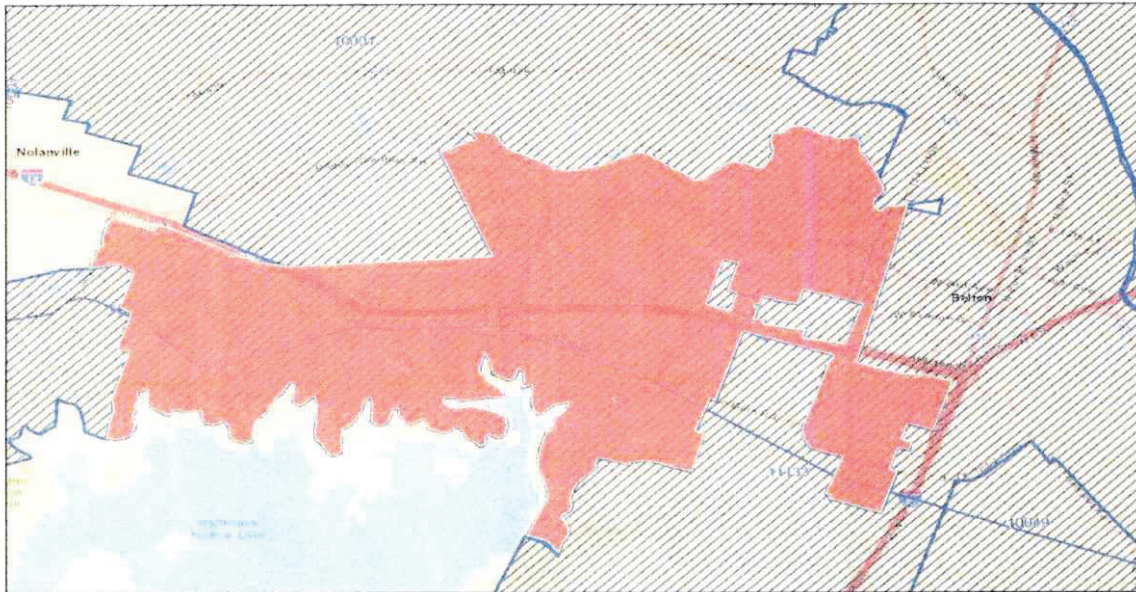
This certificate is issued under Application No. 8584-S and subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Date: APR 27 1992

ATTEST: Blana A. Chesnut John Hall
For the Commission

MAP OF CCN AREA

Dog Ridge WSC CCN Area



April 27, 2018

1:72,224
0 0.5 1 2 mi
0 0.75 1.5 3 km
Easting: NAD83, INCREMENT P, NGA, USGS

END OF SECTION D

SECTION E. SERVICE RULES AND REGULATIONS

1. Activation of Standard Service.

- a. **New Tap** – The Corporation shall charge a non-refundable service installation fee as required under Section G of this tariff. The service installation fee shall be quoted in writing to the applicant. Any debt owed to the Corporation and all fees shall be paid or a deferred payment contract signed in advance of installation. (16 TAC 24.86 (a)(1)(A))
- b. **Re-Service** – On property where service previously existed, the Corporation shall charge the membership Fee (where the membership fee has been liquidated or 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.
- c. **Performance of Work** – All tap and equipment installations specified by the Corporation shall be completed by the Corporation field staff or designated representative after all requirements for service have been met. The tap for a standard service request shall be completed within five (5) working days after requirements for service have been met. This time may be extended for installation of equipment for Non-Standard Service Request. (16 TAC 24.85(a)(4), Section F)
- d. **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. (30 TAC 290.46(j) (Document included in Service Application & Agreement))

2. Activation of Non-Standard Service. Activation of Non-Standard Service shall be conducted as prescribed by terms of Section F. of this Tariff.

3. Applicant's or Transferee's Recourse. In the event the Corporation refuses to serve an applicant under the provisions of these rules, the Corporation must notify the applicant, in writing, on the basis of its refusal. The applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.

4. Back-billing. If a member/customer is undercharged the Corporation will back-bill the member/customer. Back-billing may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in this tariff (See 16 TAC Section 24.87 (h)). If the underbilling is \$25 or more, the utility shall offer to such member/customer a deferred payment plan option for the same length of time as that of the underbilling.

5. Bill Adjustment.

- a. **Due to Meter Error** - the Corporation shall test any member's meter upon written request of the member. In the event the meter tests within the accuracy standards of The American

Water Works Association, a test fee as prescribed in Section G of this Tariff 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.
(Section E 20 a)

C. Due to Leak - If a Member's monthly bill is higher than normal due to a leak on the Member's side of the meter, the Member may submit a written leak adjustment request to the Corporation. Upon approval of a leak adjustment by the Corporation, the Member shall be charged the amount of one month's average bill for the previous twelve (12) months. Any additional consumption above the Member's average bill shall be charged at the Corporation's current lowest-tier rate that fully covers the cost of service associated with the additional consumption. The Corporation may grant an adjustment if each of the following apply:

- (1) the amount of excess water usage reflected in the contested bill is at least three (3) times the Member's average monthly usage;
- (2) the leak has been verified by the Corporation's manager or other representative;
- (3) the Member submits documentary evidence that the leak has been repaired within ninety (90) days of repair, including a statement from a plumber and/or receipt(s) for parts purchased to repair the leak; and
- (4) the Member has not requested a leak adjustment during the previous twenty-four (24) months regardless of the number of meters serving the Member's property or properties.

6. **Billing Cycle Changes.** The Corporation reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the Corporation.

7. **Changes in Service Classification.** If at any time the Corporation determines that the customer service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the applicant/member to re-apply for service under the terms and conditions of this Tariff. Applicant/members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff (Section E 11 a)

8. **Charge Distribution and Payment Application.**

- a. The base rate is for the billing period from the first meter reading day of the month to the first meter reading 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 on or about the 25th of the month preceding the month for which this charge is due. All services

- shall be subject to this charge whether or not the service is in use by the member.
- b. Gallonage charge shall be billed at the rate specified in Section G and billing shall be calculated in one thousand (1000) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.
 - c. Posting of payments – All payments shall be posted against previous balances and late fees prior to posting against current billings unless a payment arrangement is in place.
 - d. Forms of payment: The Corporation will accept the following forms of payment: personal check, cashier's check, money order, credit card, automatic debit on customer's bank account, or ACH bank draft. 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 does not accept cash. The Corporation will not assess the credit card processing fee associated with credit card payments to those customers which make payment by credit card in accordance with consumer laws. Any credit card related fees are assessed by the credit card vendor, not the Corporation.
- 9. *Deferred Payment Agreement.*** The Corporation may offer a written deferred payment schedule to a Member or rental tenant who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any late penalty fees or interest on the monthly balance to be determined as per agreement. (See [Section J. Miscellaneous Transaction Forms](#)). The Corporation must offer a deferred payment schedule for bills due during an Extreme Weather Emergency for at least 30 days from the date an Extreme Weather Emergency ends. The Member or rental tenant must accept the deferred payment schedule within seven (7) days from receipt of the written deferred payment schedule from the Corporation. The failure to make required and timely payments as provided in any deferred payment schedule will void that agreement and service will be discontinued. The Corporation may consider another deferred payment schedule provided payments will be made by automatic bank draft or credit/debit card. Nonpayment of any amount under an additional deferred payment schedule will cause service to be disconnected immediately and service will not be restored until the account is paid in full and all other charges resulting from the disconnection of service are fully paid. In the event the requestor is a tenant of rental property the Corporation shall notify the owner/member of the deferred payment schedule.
- 10. *Denial of Service.*** The Corporation may deny service for any of the following reasons:
- a. Failure of the applicant or transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges;
 - b. Failure of the applicant to grant DRWSC an easement.
 - c. Failure of the applicant or transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
 - d. Existence of a hazardous condition at the applicant's property which would jeopardize the welfare of the members/users of the Corporation upon connection;
 - e. Failure of applicant or transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;
 - f. 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;
 - g. 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;
 - h. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided;

- i. 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;
- j. Failure of the applicant or transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the applicant or transferee received service. (E 19)

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

- a. **Disconnection with Notice** – Water utility service may be disconnected for any of the following reasons after proper notification has been given.
 - 1) Returned Checks – The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by money order, certified check. Failure to meet these terms shall initiate disconnection of service. Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The member/customer in violation shall be placed on a “cash-only” basis for a period of 12 months. **NOTE:** “cash only,” means certified check, or money order.
 - 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under Section E 10 I, or failure to comply with the terms of a deferred payment agreement.
 - 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 non-standard equipment if a reasonable attempt has been made to notify the member and the member is provided with a
 - 4) Reasonable opportunity to remedy the situation;
 - 5) Failure of the member to comply with the terms of the Corporation's Service Agreement, Tariff (including, where appropriate, Section H), bylaws, or special contract provided that the Corporation has given notice of said failure to comply, and member has failed to comply within a specified amount of time after notification.
 - 6) Failure to provide access or hindering access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
 - 7) Misrepresentation by any applicant or transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
 - 8) Failure of member to re-apply for service upon notification by the Corporation that member no longer meets the terms of the service classification originally applied for under the original service application.
 - 9) Cancellation of membership by member on an account that the member holds for water service to the member's renter/lessee, even if the renter/lessee has kept the account balance current under an alternate billing agreement. (Note: The cancellation of membership must be in writing and signed by the member. CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LESSEES.)
 - 10) Violation of any applicable regulation or pertaining to on-site sewage disposal systems if the

Corporation has been requested in writing to disconnect service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code.

- 11) Failure by a member to pay for all repair or replacement costs resulting from the member damaging system facilities including, but not limited to water lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The Corporation will provide the member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the member's service being disconnected in accordance with the disconnection with notice provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.
- 12) Failure to disconnect or secure additional service tap(s) for an RV or other service connection (Section E 24) after notification by the Corporation of violation of the prohibition of multiple connections.

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

- 1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in Texas Health and Safety Code Sections 341.011 or 343.011. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (30 TAC 290.46(i) and 290.46(j)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.
- 2) A line leak on the member's side of the meter is considered a potentially hazardous condition under Section E 11 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.
- 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
- 4) In instances of tampering with the Corporation's meter tap or equipment, by-passing 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 of each affected residential unit as soon as possible after service has been disconnected.**

c. **Disconnection Prohibited** – Utility service may not be disconnected for any of the following reasons:

- 1) Failure of the member to pay for merchandise or charges for non-utility service provided by the Corporation, unless an agreement exists between the applicant and the Corporation whereby the member guarantees payment of non-utility service as a condition of service;

- 2) Failure of the member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
 - 3) Failure of the member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
 - 4) Failure of the member to pay the account of another member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
 - 5) Failure of the member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the inoperative meters Section E 14 of this Tariff.
 - 6) Failure of the member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control.
 - 7) Failure of the Member to pay a bill due during an Extreme Weather Emergency if the Member has requested, accepted, and is in compliance with the terms of a deferred payment schedule under Section F. 9. of this Tariff. (16 TAC 24.173)
- d. **Disconnection on Holidays and Weekends** – Unless a dangerous condition exists or the member requests disconnection due to an emergency, 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 Master-Metered Accounts and Non-Standard Sewer Services** – When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:
- 1) The Corporation shall send a notice to the member as required. This notice shall also inform the member that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
 - 2) At least five (5) days after providing notice to the member and at least five (5) days prior to disconnection, the Corporation shall post a notice, stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
 - 3) The tenants may pay the Corporation for any delinquent bill in behalf of the owner to avert disconnection or to reconnect service to the complex.

- h. **Disconnection of Temporary Service** – When an applicant with temporary service fails to comply with the conditions stated in the Service Application and Agreement or other rules of this Tariff, service may be terminated with notice.

12. Disputed Bills. In the event of a dispute between the member and the Corporation regarding any bill, the Corporation shall make and conduct an investigation as required by the particular case, and report the results in writing thereof to the member. All disputes under this subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill.

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

- a. The Corporation shall mail all bills on or about the last day of the month. All bills are considered the responsibility of each person signing the Service Application and Agreement. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. The time for payment by a political subdivision may be different than your regular due date. (See Texas Government Code 2251.021) A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A five (5) 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. (Texas Utilities Code Sections 182.001 - 182.005) If this request originates from a tenant at a rental property the owner/member will be notified in writing of any extension request.
- d. All insufficient fund checks, accounts closed, or money orders that have had a “stop payment order” issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection day.

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

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

- a. Delinquency in payment for service by a previous member or occupant of the premises to be

- served;
- b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
 - c. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;
 - 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;
 - e. Failure to pay the bill of another member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.
- 16. Line Extension Reimbursement.** An approved applicant may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other party that made the capital outlay to extend service to that area.
- 17. Master Metered Account Regulations.** An apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter as a "master metered account" and complies with the requirements set forth in PUC rules, this Tariff and applicable law. The Corporation may allow master metering to these facilities at an applicant's request. (16 TAC (24.124(e)(1))).
- 18. Members and Renters.** Any member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due 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 water 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/tenant. The member shall be required to sign an alternate billing agreement if the member requests that the tenant be billed for water service. (Document can be obtained in office) The member shall take responsibility for any necessary deposits from the renter/lessee/tenant 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.
- 19. Membership.**
- a. **Eligibility** - Eligibility for membership shall not guarantee service to the applicant or transferee; however, qualification for service is a prerequisite to membership eligibility for new applicants or continued membership for transferees.
 - b. **Membership** - Upon qualification for service, qualification for membership, payment of the required fees, and any debt owed to the Corporation, the Corporation shall certify the applicant as a member. The membership shall entitle the member to one (1) connection to the Corporation's water service and one (1) share of Corporation Stock. The membership entitles the member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's members at any annual or special membership meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) membership shall not authorize the member to cast more than one (1) vote at any annual or special meeting or election.

Each membership and stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code Section 67.016) **NOTE (1): In the event that the Corporation is conducting a potential members survey for indications of interest in future service for the purpose of determining the feasibility of an initial construction or expansion project under RUS guidelines, regular application procedures may be modified. An indication of interest fee may be required prior to qualifications for receipt of service by the applicant but shall only be used or applied as a membership fee for membership purposes (upon issuance of a membership) if service is ultimately received or reserved by the applicant as a result of the planned project facilities. If service is not provided within the scope of this project, indication of interest fees shall be refunded, less expenses, within sixty (60) days of the loan closing with the Rural Utilities Service. NOTE (2): In the event the applicant is in the process of construction the membership will be considered TEMPORARY until such time as the final customer service inspection is completed and the forms are returned as required. (Section C Definitions, E 26, G 4)**

- c. **Transfers of Membership.** – (Texas Water Code Section 67.016)
- 1) A Member is entitled to transfer membership in the Corporation only under the following circumstances:
 - (a) The membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
 - (b) The membership is transferred without compensation to a person related to the transferor within the second degree by consanguinity; or
 - (c) The membership is transferred without compensation or by sale to the Corporation; or
 - (d) The membership is transferred as a part of the conveyance of real estate from which the membership arose.
 - 2) In the event that membership is transferred pursuant to the provisions of subsection 19 c (1) of this section, such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of membership shall be considered a new application for service and is not binding on the Corporation until such transfer has been approved as provided by subsection 19 c 3 of this section.
 - 3) Qualifications for service upon transfer of membership set forth in subsection 19 c (1) of this and 19 c (2) of this section shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:
 - (a) The transferee has completed the required application packet including granting the Corporation with a private utility easement on the form provided by the Corporation;
 - (b) The membership has not been fully or partially liquidated; and
 - (c) The transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the membership originally arose.
 - 4) If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10th day according to disconnection with notice requirements. Additional time may be allowed at the directions of the General Manager or Board of Directors.
- d. **Cancellation of Membership** – To keep a membership in good standing, a base rate must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the member's membership standing and give rise to

liquidation of the membership fee and forfeiture of the membership. A member may be relieved of this obligation to pay by surrendering the membership, properly documented, to the Corporation. The member shall also complete a Voluntary Termination of Service prior to termination of service. However, a member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed membership prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the activation of service Section E 1 of this Tariff. (Texas Water Code Section 67.016)

- e. **Liquidation Due to Delinquency** –When the amount of the delinquent charges owed by the member equals the membership fee, the membership fee shall be liquidated and the membership canceled and transferred back to the Corporation. In the event the member leaves a balance due on an account guaranteed under the terms of a service application and agreement, and the delinquent member owns more than one membership, the Corporation may liquidate as many of the member guarantor’s membership fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (Section E, Subsection 11 a). The Corporation shall collect any remaining account balances by initiation of legal action.
Re-instatement of service shall be subject to the terms of the activation of service Subsection E 1 b of this Tariff.
- f. **Cancellation Due to Policy Non-Compliance** – The Corporation may cancel a membership anytime a member fails to comply with policies of the Corporation, including but not limited to member’s failure to provide proof of ownership of the property from which the membership arose. (Texas Water Code Section 67.016)
- g. **Re-assignment of Canceled Membership.**
- 1) The Corporation, upon cancellation of membership under the provisions of this Tariff, may re-assign the canceled membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water service is requested (Texas Water Code Section 67.016). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation’s current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.
 - 2) The Corporation shall reassign a canceled membership to a person or entity that acquires the real estate from which the membership arose through judicial or nonjudicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the corporation’s current rates, charges, and conditions 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.
- h. **Mortgaging of Memberships** – Nothing herein shall preclude a member from mortgaging his/her membership. However, notification to the holder of any security interest (mortgagee/lien-holder) of account status of member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the membership mortgage agreement. (Document can be obtained in office) Prior to the cancellation of any membership as provided under Subsection E 19 d (Voluntary Termination of Service), 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.

- i. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings** – Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding 12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the disconnection with notice provisions of Section E 11 of this Tariff, with a copy of the notice to the bankruptcy Trustee.
- j. **Cancellation and Re-Assignment of Membership as a Result of Divorce (or Dissolution of Joint Tenancy)** – The Corporation shall transfer the membership to a spouse (or joint tenant) who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse (or joint tenant) requesting transfer, such as final divorce decree, temporary court order, or agreement. In no event shall any membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

20. Member's Responsibility.

- a. The member shall provide access to the meter 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 dis-continued and the meter removed with no further notice. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- b. The member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.
 - 1) All water connections shall be designed to ensure against on-site sewage contamination, back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46, Texas Health & Safety Code Chapter 366)
 - 2) The use of pipe and pipe fittings that contain more than 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 non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. The service pipeline must be installed from the meter to the place of consumption and the Member is required to keep the service pipeline in good repair. The Member's responsibility shall begin at the discharge side of the meter. (30 TAC 290.46; 16 TAC 24.163(a); RUS-TX Bulletin 1780-9 (Rev. 05/17))
 - 3) All sewer and potable water service pipeline installations must be a minimum of nine feet apart and meet all applicable plumbing standards for crossings, etc.
All septic systems must be installed and inspected prior to service and use as required by the local Bell County Health Agency rules and TCEQ guidelines.

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.

- a) 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.
- b) The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter. 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.
- c) The Corporation shall require each member to have a cut-off valve within two feet of the meter on the member's side of the meter for purposes of isolating the member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The member's use of the Corporation's curb-stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This cut-off valve will be installed as a part of the original meter installation by the Corporation and then becomes the responsibility of the member once installation is complete.)
- d) The member is required to notify the system 48 hours prior to digging or excavation activities along or near waterlines and appurtenances.

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

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

22. Meter Tampering and Damage to Property.

- a. For purposes of this Section, the term "Tampering" shall mean meter-tampering, by-passing, or diversion of the Corporation's service equipment, or other instances of diversion, including:
 - 1) removing a locking or shut-off device used by the Corporation to discontinue service,
 - 2) physically disorienting the meter tap,
 - 3) attaching objects to the meter tap to divert service or to by-pass,
 - 4) inserting objects into the meter tap,
 - 5) other electrical and mechanical means of tampering with, by-passing, or diverting service,
 - 6) connection or reconnection of service without Corporation authorization;
 - 8) connection into the service line of adjacent customers of the Corporation; and
 - 9) preventing the water supply discharge from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capability.

The burden of proof of tampering is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation's field 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.

- 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 the person who committed the tampering the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.

- c. A person who otherwise destroys, defaces, damages, or interferes with Corporation property will be charged the total actual loss to the Corporation including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues. The Corporation also will prosecute the offending party to the extent allowed under law pursuant to Texas Water Code Section 49.228 and other applicable laws.
- d. In addition to actual damages charged under subsection b, the Corporation may assess a penalty against the offending party. The penalty shall not exceed six (6) times the base rate.

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

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

24. Prohibition of Multiple Connections to A Single Tap.

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter tap. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a “Master Metered Account” and have a single meter tap (Subsection E 17). If the Corporation has sufficient reason to believe a multiple connection exists, the Corporation may discontinue service under the disconnection with notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with paragraph E 11 b.
- b. For purposes of this section, the following definitions shall apply:
 - 1) A “multiple connection” is the connection to any portion of a member’s water system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns, separate one-bedroom living quarter or other accessory structures shall not be considered a multiple connection if: (1) those structures are located on the same tract as the primary delivery point and (2) such structures are not used as rentals or as a commercial or industrial facility and (3) such structures are owned by the metered member.
 - 2) A “primary delivery point” shall mean the physical location of a meter tap that is installed in accordance with this Tariff and applicable law and which provides water service to the residence or commercial or industrial facility of a member.
 - 3) A “residence” shall mean any structure which can be used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation. (*Texas Administration Code 24.169*)
 - 4) A “one-bedroom living quarter” shall mean a structure that has no more than one bedroom and is not used for rental purposes. No more than one (1) one-bedroom living quarter will be allowed per metered tap.
 - 5) “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.

- 6) "Industrial" facility shall mean any structure or combination of structures at which the manufacture or processing of any product, commodity or article is performed. An industrial activity conducted within a member's residence or property that does not require water in addition to that provided to the member's residence shall not be considered a separate industrial facility.
- c. The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months (90 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 are charged is allowed. If a member is found to violate these conditions, the member may be sent a letter of notice stating that water service will be cut off in ten days if the situation is not corrected.

- 25. Service Entitlement.** The applicant(s) shall be considered qualified and entitled to water utility service when proper application has been made, terms and conditions of service and membership have been met and continue to be met, and all fees have been paid as prescribed. (16 TAC 24.85(a))
- 26. 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 tap located on that designated real estate unless otherwise approved by the Board of Directors. 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.
- b. **Non-Standard Service** is defined as any service request which requires a larger meter service, service to a master metered account (E 2 of this section), or an addition to the supply, storage system. The service requirements as prescribed by Section F of this Tariff shall be required of the non-standard service applicant prior to providing service.
- 27. Service Requirements.** The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable, in addition to the applicant, any other person sharing an ownership interest in and receiving service at that property shall sign the Service Application and Agreement Form; however, even if the spouse or other person sharing an ownership interest does not sign the Service Application and Agreement Form, they are still responsible for all terms set forth therein, and for any debt obligation related to this or any other

account the applicant(s) may have used in the past or currently.

- a. A right-of-way easement, sanitary control easement, or other such easement, required by the Corporation, must be completed by the applicant for the purpose of allowing future facility additions. (30 TAC 290.47 Appendix B.) **NOTE:** This requirement may be delayed for non-standard service requests.
- b. The applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of title to the real estate designated to receive service. (Texas Water Code Sections 67.016 (d), and 13.002 (11) *See also* Uniform Partition of Heirs Property Act, Property Code Chapter 23A).
- c. On the request by the property owner or owner's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. The Corporation shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in section G. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the property, as determined under applicable provisions of section F. It shall be the responsibility of the property owner to obtain the memberships required for each individual meter.
- d. Notice of application approval and costs of service determined by the Corporation shall be presented to the applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the applicant must re-apply for service. (16 TAC 24.81(a)(1)).
- e. If the water main has been located in the public right-of-way and is adjacent to applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal, the applicant, prior to receiving the requested service, shall grant 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 in the ROW and construct the appropriate line or lines within that easement or easements for the Corporation's system-wide service.
- f. The Corporation shall post on its website or provide to each service applicant or transferee a copy of the Disclosure of Personal Information Request Form. (Texas Utilities Code Section 182.052(c)).

END OF SECTION E

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

Part I. General Requirements. This section details the requirements for all types of non-standard service requests.

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

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

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

This section sets forth the general terms and conditions pursuant to which the Corporation will process non-standard service requests. The specific terms and conditions pursuant to which the Corporation will provide non-standard service in response to any request will depend upon the nature of such request and may be set forth in a legally enforceable, contractual agreement to be entered into by the Corporation and the service applicant. The agreement may not contain any terms or conditions that conflict with this section.

3. **Non-Standard Service Application.** The applicant shall meet the following requirements prior to the initiation of a non-standard service contract by the Corporation:
 - a. The applicant shall provide the Corporation a completed non-standard service application. The applicant shall specify any special service needs, such as large meter size, size of subdivision or multi-use facility.
 - b. A final plat (Section C) approved by the Corporation must accompany the application showing the applicant's requested service area. The plat must be approved by all governmental authorities