

exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be

submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

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

- c. A non-standard service investigation fee shall be paid to the Corporation in accordance with the requirements of section G for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the Corporation, the applicant shall pay to the Corporation upon the Corporation's request all additional expenses that have been, or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the application until all remaining expenses have been paid.
- d. If after the service investigation has been completed, the Corporation determines that the applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity (CCN), service may be extended provided that:
 - 1) The service location is not in an area receiving similar service from another retail Corporation;
 - 2) The service location is not within another retail Corporation's CCN; and
 - 3) The Corporation's CCN shall be amended to include the entirety of applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's CCN, Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including administrative, legal, surveying and engineering fees incurred by Corporation in securing the amendment).

4. **Design.** The Corporation shall approve the design requirements of the applicant's required facilities prior to initiation of a non-standard service contract in accordance with the following schedule:
 - a. The Corporation's engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the applicant's requested service within the Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.
 - b. The engineer's fees shall be paid out of the non-standard service investigation fee under section F 3
 - c. The engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
 - d. The Corporation's engineer shall ensure that all facilities for any applicant meet the demand for service as platted and/or requested in the plans or plat submitted in the application for service. The

Corporation reserves the right to upgrade design of service facilities to meet future demands provided however, that the Corporation shall pay the expense of such upgrading in excess of that which is reasonably allocable to the level and manner of service requested by the applicant.

- e. The Corporation's engineer will determine the fire flow design for any non-standard service request, including new subdivisions, based on density, type of structure, and other factors.

5. **Non-Standard Service Contract.** Applicants requesting non-standard service **may** be required to execute a written contract, drawn up by the Corporation's Attorney, in addition to submitting the Corporation's non-standard service application. Said contract shall define the terms of service prior to construction of required service facilities. The service contract may include, but is not limited to:

- a. All costs associated with required administration, design, construction, and inspection of facilities for water service to the applicant's service area and terms by which these costs are to be paid.
- b. Procedures by which the applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- c. Terms by which service capacity shall be reserved for the applicant and duration of reserved service with respect to the demand which the level and manner of the service will have upon the Corporation's system facilities.
- d. Terms by which the applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and equity buy-in fees.
- e. Terms by which the Corporation shall administer the applicant's project with respect to:
 - (1) Design of the applicant's service facilities;
 - (2) Securing and qualifying bids;
 - (3) Execution of the service contract;
 - (4) Selection of a qualified bidder for construction;
 - (5) Dispensing advanced funds for construction of facilities required for the applicant's service;
 - (6) Inspecting construction of facilities; and
 - (7) Testing facilities and closing the project.
- f. Terms by which the applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project.
- g. Terms by which the applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds, warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the applicant's project. The applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.
- h. Terms by which the Board of Directors shall review and approve the service contract pursuant to current rules, regulations, and bylaws.

6. **Construction of Facilities by Applicant Prior to Execution of Service Contract.** The Corporation and the applicant must execute a non-standard service contract prior to the purchase of supplies and materials or initiation of construction of facilities by the applicant. In the event that the applicant commences construction of any such facilities prior to execution of a contract with the Corporation, then the Corporation may refuse to provide service to the applicant or, in a subdivision, to any person purchasing a lot or home from the applicant. Alternatively, the Corporation may require full costs of replacing/repairing any facilities constructed without prior execution of a contract from any person buying a lot or home from applicant. At a minimum, the Corporation will require that all facilities be uncovered by the applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, and take any other lawful action determined appropriate by the Board of Directors of the Corporation.
7. **Dedication of Water System Extension/Improvements to WSC.**
- a. Upon proper completion of construction of all on-site and off-site service facilities (the “facilities”) to meet the level and manner of service requested by the applicant, the facilities shall become the property of Dog Ridge WSC. The facilities shall thereafter be owned and maintained by Dog Ridge WSC subject to the warranties required of applicant under subsection b. Any connection of individual customers to the facilities shall be made by the WSC.
 - b. Upon transfer of ownership of the facilities, applicant shall warrant materials and performance of the facilities constructed by applicant for 12 months following the date of the transfer.
8. **Property and Right-of-Way Acquisition.** With regard to construction of facilities, the Corporation shall require private right-of-way easements or purchase of private property as per the following conditions:
- a. If the Corporation determines that right-of-way easements or facility sites outside the applicant’s property are required, the applicant shall secure easements or else title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the applicant.
 - b. No facilities shall be constructed in the public right-of-way without prior written consent of the Corporation. All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, if authorized by the Corporation, due to the inability of the Applicant to secure private right-of-way easements, such as road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including administrative, legal and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.
 - c. The Corporation shall require an exclusive dedicated right-of-way easement on the applicant’s property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site and off-site facilities.
 - d. Easements and facilities sites shall be prepared for the construction of the Corporation’s pipelines and facility installations in accordance with the Corporation’s requirements at the expense of the applicant.
9. **Bids for Construction.** The Corporation’s consulting engineer shall advertise for bids for the construction of the applicant’s proposed facilities in accordance with generally accepted practices. Plans

and specifications shall be made available, with or without charge (as per Engineer's determination), to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest qualified bidder in accordance with the following criteria.

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

10. Pre-Payment for Construction and Service. After the applicant has executed the service agreement, the applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the non-standard service contract.

11. Construction.

- a. All roadwork pursuant to state, county, and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, approved road sleeves/casings may be installed prior to road construction to avoid road damage during construction of applicant's facilities.
- b. The Corporation shall, at the expense of the applicant, inspect the facilities to ensure compliance with Corporation standards.
- c. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to issue change-orders of any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the applicant's facility. All change orders shall be discussed with the applicant. All change-order amounts shall be charged to the applicant.

PART II. Request for Service to Subdivided Property

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

1. **Sufficient Information.** Applicants shall provide the corporation sufficient information describing the level and manner of service requested and the timeline for initiation of this service. The following is the minimum information needed for an engineering evaluation of the requested service to the property described in the application.

- a. Completion of requirements described in section F part I, including completing the non-standard service application.
 - b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
 - c. Applicant shall be notified in writing by the Corporation or designated representative the timeframe within which the requested service can be provided and the costs for which the applicant will be responsible, in accordance with the details described on the applicant's request for service.
2. **Service within Subdivisions** – The Corporation's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the nonstandard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for nonstandard service to a subdivision as determined by the Corporation under the provisions of this Tariff and specifically the provisions of this Section. If the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the Corporation is obligated to provide water/sewer service ([Texas Water Code Section 13.2502](#)). In addition, Corporation may elect to pursue any remedies provided by the Nonstandard Service Contract if one has been executed. Applicant is advised that purchasers of lots also may have legal recourse against the Applicant under Texas law, including but not limited to [Texas Water Code Section 13.257](#), and the [Texas Business and Commerce Code Chapter 17, Subchapter E Deceptive Trade Practices & Consumer Protection Act](#).
- a. The Applicant must provide the following in addition to all other information otherwise required by this Section:
 - (1) Map and legal description of the area to be served using map criteria in [16 TAC 24.233\(a\) \(2\) \(A-G\)](#).
 - (2) Time frame for:
 - (a) Initiation of service
 - (b) Service to each additional or projected phase following the initial service
 - (3) Detailed description of the nature and scope of the project/development for:
 - (a) Initial needs
 - (b) Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase
 - (4) Flow and pressure for anticipated level of fire protection requested, including line size and capacity
 - (5) Specific infrastructure needs for anticipated level of fire protection requested, including line size and capacity
 - (6) Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
 - (7) Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.

- b. Applicant must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant can be provided within the time frame specified by the Applicant and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant proposes development in phases, the Applicant should specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant must depict the currently estimated location of each phase on the maps required under 16 TAC Section 24.233(a)(2)(A-G). It is important that the Applicant's written request be complete. A complete service application by the Applicant should include:
1. The proposed improvements to be constructed by the Applicant;
 2. A map or plat signed and sealed by a licensed surveyor or registered professional engineer;
 3. The intended land use of the development, including detailed information concerning the types of land uses proposed;
 4. The projected water and/or sewer demand of the development when fully built out and occupied, the anticipated water/sewer demands for each type of land use, and a projected schedule of build-out;
 5. A schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
 6. A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- c. Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the Corporation that he/she may request expedited decertification from the PUC.
- d. Upon payment of the required fees, the Corporation shall review Applicant's service request. If no additional information is required from Applicant, the Corporation will prepare a written report on Applicant's service request, subject to any final approval by the Corporation's governing body (if applicable) which must be completed within the 90 days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).
- e. In the event the Corporation's initial review of the Applicant's service shows that additional information is needed, the Corporation will notify Applicant of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the Corporation receives the Applicant payment of the required fees. Applicant shall respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's written request. The Corporation will provide the written report, including any

final approval by the Corporation's Board (if applicable) within 90 days from the date of the initial written application and payment of all required fees.

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

3. ***Final approval.*** Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a nonstandard service contract will be executed, and the Corporation shall provide service according to the conditions contained in the Nonstandard Service Contract.

END OF SECTION F

SECTION G. RATES AND SERVICE FEES

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

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, 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 charges to be insufficient for the payment of all costs incident to the operation of the Corporation’s system during the year in which such charges are collected, the Board shall make and levy an assessment against each member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment of indebtedness for the year’s operations. (See Article XVIII of USDA Model Bylaws, Section 1 Rev. 12-2011 or your Corporations bylaws or other governing documents)
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 \$75.00 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. (section E 27; section F 8 b)
6. **Equipment Damage Fee.**
 - a. If the Corporation’s facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation’s equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the member and tenant if an alternate billing agreement is in place. If the Corporation’s facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation’s equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the member shall be

liable for all labor and material charges incurred as a result of said acts or negligence.

- b.* If the Corporation's facilities or equipment have been damaged in any respect due to excavation, digging, or any other activity that damages Corporation water lines and facilities, a fee shall be charged equal to the actual costs for all labor, water loss, materials and equipment necessary for repair or replacement of the Corporation's water lines and facilities. In addition to the fee for the costs of all labor, materials, and equipment, an automatic penalty of six (6) times the then-applicable base rate shall also be assessed, and shall apply upon each occurrence of a violation of this section. A penalty under this section is in addition to any other penalty or remedy provided by the laws of the State of Texas or this Tariff. A penalty under this section is concurrent with and in addition to a penalty or fee incurred under any other provision in this Tariff.
- 7. Equity Buy-In Fee.** In addition to the membership fee, each applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation's assets related to capacity that have been made previously by existing members. This fee shall be assessed immediately prior to providing service on a per-service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production. The formula applied to such fee calculated annually after receipt of the system's financial audit report.
- 8. 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.
- 9. Installation Fee.** The Corporation shall charge an installation fee for service as follows:
- a. Standard Service* shall include all:
- 1) Tap fees by meter size: (all current labor and materials necessary to provide individual metered water service)
 - ii. 5/8-inch tap - \$2,166.00
 - iii. 1-inch tap - \$2,746.00
 - iv. 2-inch tap - \$6,305.00
 - 1) Equity Buy-in Fee - \$1,600.00
 - 2) Membership Fee - \$400.00
 - 3) Impact Fee - \$2,800.00
 - 4) Customer service inspection - \$75.00
 - 5) Legal fee - to be determined as needed
 - 6) Administrative costs-based on additional needs as outlined
 - 7) Any additional site-specific equipment or appurtenances necessary to provide water service.

Standard service fees shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.

- b. Non-Standard Service* shall include any and all:
- 1) Facility improvement costs: including but not limited to tanks, piping, main lines, hydrants, and other labor materials necessary to provide service at the level required by water code and as requested by the applicant.

- 2) Line and facility inspection fee:
- 3) Administrative costs: including but not limited to contract administration costs; processing invoices; disbursement of checks to contractors
- 4) Legal fee: including but not limited to contract development, easements, water rights, permits, CCN amendments for the area.
- 5) Engineering fee;
- 6) Any additional site-specific equipment or appurtenances necessary to provide water service as determined by the Corporation under the terms of section F of this Tariff (includes tap fee(s)).

c. Standard and non-standard service installations shall include all costs of any pipeline relocations as per section E of this Tariff.

10. Late Payment Fee. Once per billing period, a penalty of \$15.00 or 5 %, whichever is larger, shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing period, but shall be applied to any unpaid balance during the current billing period.

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

11. Line Extension Reimbursement Fee. – An approved applicant may have to pay, on a prorated basis, a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other entity that made the initial capital outlay to extend service to that area.

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

- a. The membership fee for water service is \$400.00 for each service unit.
- b. Membership fee for oversized or master metered accounts shall be based on multiples of meter size equivalence. (See chart in 14 below)

13. Meter Tampering and Damage to Property Penalty. In addition to the equipment damage fee, the Corporation may charge a penalty for “Tampering” as defined in Section E 22. The penalty may only be assessed against the person who committed the tampering. The penalty cannot be assessed against the member for the tampering committed by their tenant. The penalty shall not exceed six (6) times the base rate.

14. Monthly Charges.

a. Base Rate

1) 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 non-standard meters in accordance with the following chart based on American Water Works Association maximum continuous flow specifications:

Meter Size	5/8" x 3/4" Meter Equivalents	Monthly Rate
5/8" x 3/4"	1.0	\$55.00
1"	2.5	\$112.50

1 ½"	5.0	\$225.00
2"	8.0	\$360.00
3" DISP	9.0	\$369.00
3" CMPD	16.0	\$656.00
3" TURB	17.5	\$717.50
4" CMPD	25.0	\$1,025.00
4" TURB	30.0	\$1,230.00
6" CMPD	50.0	\$2,050.00
6" TURB	62.5	\$2,562.50
8" CMPD	80.0	\$3,280.00

b. **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.

1) Water:

- ❖ \$ 5.15 per 1,000 gallons for 0 to 5,000 gallons
- ❖ \$ 5.50 per 1,000 gallons for 5,001 gallons to 10,000 gallons
- ❖ \$ 5.65 per 1,000 gallons for 10,001 gallons to 15,000 gallons
- ❖ \$ 5.80 per 1,000 gallons for 15,001 gallons to 20,000 gallons
- ❖ \$ 5.95 per 1,000 gallons for 20,001 gallons to 25,000 gallons
- ❖ \$ 6.10 per 1,000 gallons for 25,001 gallons to 30,000 gallons
- ❖ \$ 6.25 per 1,000 gallons for 30,001 gallons to 35,000 gallons
- ❖ \$ 6.40 per 1,000 gallons for 35,001 gallons to 40,000 gallons
- ❖ \$ 6.55 per 1,000 gallons for 40,001 gallons to 45,000 gallons
- ❖ \$ 6.70 per 1,000 gallons for 45,001 gallons to 50,000 gallons
- ❖ \$ 6.85 per 1,000 gallons for 50,001 and over

2) The Corporation shall, as required by Texas Water Code Section 5.701, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G 14 monthly charges of this Tariff. (16 TAC 291.76(d))

15. Mortgagee/Guarantor Notification Fee. The Corporation shall assess a fee of current postal costs and a \$15.00 admin fee for each notification to a membership lien-holder under agreement prior to membership cancellation.

16. Meter Test Fee. The Corporation shall test a member's meter upon written request of the member. Under the terms of Section E of this Tariff, a charge of \$75.00 shall be imposed on the affected account.

17. 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.

18. Owner Notification Fee. The Corporation shall assess a fee of current postal costs and a \$10.00 admin fee per notification to a member of a renter/lessee delinquent account status prior to disconnection of service.

19. Reconnect Fee. The Corporation shall charge a fee of \$75.00 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 1 b. A re-connect fee of \$100.00 will be charged for any re-connect made outside of normal business hours, holidays, or weekends.

- 20. Regulatory Assessment.** - A fee of 0.5% of the amount billed for water service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. **NOTE:** The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Sept. 2017; TCEQ Section 291.76 (c))
- 21. Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$35.00.
- 22. Seasonal Reconnect Fee.** The Corporation shall charge a fee calculated based on the base rate of \$55.00 multiplied by the number of months during which service is suspended/locked, not to exceed nine (9) months during any twelve (12) consecutive months.
- 23. 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 non-standard. An investigation shall then be conducted and the results reported under the following terms:
- a. All standard service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the applicant within ten (10) working days of application.
 - b. All non-standard service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the applicant to:
 - (1) provide cost estimates of the project,
 - (2) to present detailed plans and specifications as per final plat,
 - (3) to advertise and accept bids for the project,
 - (4) to present a non-standard service contract to the applicant, and
 - (5) to provide other services as required by the Corporation for such investigation. A non-standard service contract shall be presented to the applicant within a suitable amount of time as determined by the complexity of the project. (Section F 5)
- 24. Service Trip Fee.** The Corporation shall charge a trip fee of \$100.00 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 charge \$25.00 per employee per hour for each additional hour required.

25. Transfer Fee. A Fee of \$50.00 shall be assessed for the transfer of any membership.

END OF SECTION G

SECTION H.
DROUGHT CONTINGENCY AND EMERGENCY
WATER DEMAND MANAGEMENT PLAN

1. Introduction

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

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

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

2. Public Involvement

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

3. Coordination with Regional Water Planning Group

Being located within the Brazos River Authority, a copy of this Plan has been provided to that Regional Water Planning Group as well as our supplier, Central Texas WSC.

4. Trigger Conditions

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

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

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

b. Stage II - Moderate Conditions: Stage II water allocation measures may be implemented when one of the following conditions exist:

- 1) Water consumption has reached 90 percent of the amount available for three consecutive days.
- 2) The water level in any of the water storage tanks cannot be replenished for three (3) consecutive days. Example: The highest recorded water level drops five (5) feet or more for three (3) consecutive days.

c. Stage III - Severe Conditions: Stage III water allocation measures may be implemented when one of the following five conditions exist:

- 1) Failure of a major component of the system or an event which reduces the minimum residual pressure in the system below 20 psi for a period of 24 hours or longer.
- 2) Water consumption of 95 percent or more of the maximum available for three (3) consecutive days.
- 3) Water consumption of 100 percent of the maximum available and the water storage levels in the system drop during one 24-hour period.
- 4) Natural or man-made contamination of the water supply source(s).
- 5) The declaration of a state of disaster due to drought conditions in a county or counties served by the Corporation.
- 6) Reduction of wholesale water supply due to drought conditions.
- 7) Other unforeseen events which could cause imminent health or safety risks to the public.

5. *Stage Levels of Water Allocations*

The stage levels of water allocations are to be placed in effect by the triggers in Paragraph 4. The System

Section H

shall institute monitoring and enforce penalties for violations of the Drought Plan for each of the Stages listed below. The water allocation measures are summarized below.

a. Stage I - Mild Conditions

- 1) Alternate day, time of day, or duration restrictions for outside water usage allowed. (System will notify Customers which restriction is in effect)
- 2) The system will reduce flushing operations.
- 3) Reduction of customers' water use will be encouraged through notices on bills or other method.

b. Stage II - Moderate Conditions

- 1) All outside water use is prohibited (except for a livestock or other exemption or variance granted under this section, with written request for variance).
- 2) Make public service announcements as conditions change via local media (TV, radio, newspapers, etc.).

c. Stage III - Severe Conditions

- 1) All outside watering prohibited.
- 2) Water use will be restricted to a percentage of each member's prior month usage. This percentage may be adjusted as needed according to demand on the system. Notice of this amount will be sent to each customer.
- 3) Corporation shall continue enforcement and educational efforts.
- 4) Any additional restrictions imposed by our governing authority or supplier will be implemented at this time as well.
- 5) Meters will be read as often as necessary to ensure compliance with this program for the benefit of all our members/tenants.

6. Initiation and Termination Procedures

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

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

announced on a local radio or television station. The customer notice shall contain the following information:

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

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

If the water allocation program extends 30 days, then the Chairperson of the Drought/Emergency Management Committee or manager shall present the reasons for the allocations at the next scheduled Board Meeting and shall request the concurrence of the Board to extend the allocation period. When the trigger condition no longer exists then the responsible official may terminate the water allocations provided that such an action is based on sound judgment. Written notice of the end of allocations shall be given to customers. A water allocation period may not exceed 60 days without extension by action of the Board.

7. Penalties for Violations

- a. **First Violation** – The Corporation will assess a penalty of \$75.00. The customer/member will be notified by a written notice of their specific violation and their need to comply with the tariff rules. The notice will show the amount of penalty * to be assessed and inform the customer that failure to pay the penalty will result in termination of service. Reconnection will require payment of the penalty and a charge for the service call to restore service. The notice will also inform the customer that additional violations will trigger more severe penalties and may result in termination of service regardless of whether the customer pays the penalties.
- b. **Second Violation** - The Corporation will assess a penalty * of \$100.00. The notice of second violation will show the amount of penalty to be assessed and will inform the customer that failure to pay the penalty will result in termination of service to be restored only upon payment of penalty and service call to restore service. The notice will also inform the customer that additional violations will trigger more severe penalties and may result in termination of service regardless of whether the customer pays the penalties.
- c. **Subsequent Violations** - The Corporation will assess an additional penalty * of \$200.00 for violations continuing after the Second Violation. The notice of subsequent violation will show the amount of the penalty to be assessed and will inform the violator that failure to pay the penalty will result in termination of service to be restored only upon payment of penalty and service call to restore service. The notice will also inform the customer that the Corporation may also install a flow restricting device in the customer's meter service to limit the amount of water that will pass through the meter in a 24-hour period. The costs of this procedure will be for the actual work and equipment and shall be paid by the customer. Removal of this device will be considered Meter Tampering and will result in disconnection of service without further notice. The notice of subsequent violation will also inform the customer that additional penalties will be assessed for additional violations; and in addition to penalties, that water service will be terminated for a period of three (3) days regardless of whether the customer pays the penalties for the additional violations.

- d. **Termination** – For each continuing violation, the Corporation will assess an additional penalty of \$225.00. Service will also be terminated for a period of three (3) days. The notice of termination will show the date on which water service will be terminated and the date on which service will be restored, unless the customer has failed to pay delinquent penalties, assessments, or charges. Service will remain off until any delinquent penalty or other assessment is fully paid including a charge for the service call to restore service.

These provisions apply to all customers of the Corporation.

NOTE: PENALTY * – A WSC is allowed to charge a reasonable penalty to customers that fail to comply with the water use restriction procedures in accordance with 16 TAC 291.41(j) if:

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

8. **Exemptions or Waivers**

The Drought/Emergency Management Committee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health or sanitation for the public or the person requesting such variance and if one or more of the following conditions are met:

- a. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

Alternative methods can be implemented which will achieve the same level of reduction in water use.

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

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

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

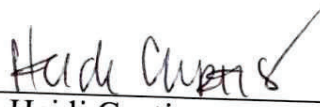
- Variations granted shall include a timetable for compliance.
- Variations granted shall expire when the water allocation is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance allowed for a condition requiring water allocation will continue beyond the termination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

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

9. Implementation

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

This Plan was revised by the Board of Directors at a properly noticed meeting held on March 9th 2026.



Heidi Curtis
Board President | Dog Ridge WSC

END OF SECTION H