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Tariff Manual

Effective June 1, 2024

Cross Timbers Water Supply Corporation
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Important Notice

The contents of this manual shall remain the property of Cross Timbers Water Supply Corporation.

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SECTION A – RESOLUTIONS

THE BOARD OF DIRECTORS OF CROSS TIMBERS WATER SUPPLY CORPORATION ESTABLISHES THAT:

- 1) This Tariff of the Cross Timbers Water Supply Corporation (previously Bartonville Water Supply Corporation), serving in Denton County consisting of Sections A. through H. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of June 1, 2024.
- 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 this Tariff from time to time.
- 3) The revision of this tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
- 4) An official copy of this and all policies or records shall be available during regular office hours of the Corporation. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
- 5) Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
- 6) This Tariff has been adopted by the Board of Directors of the Corporation as of the date written above in an open meeting posted and conducted in accordance with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED THIS 20TH DAY OF MAY 2024.

CROSS TIMBERS WATER SUPPLY CORPORATION

Patrick C. McDonald

By: _____
PATRICK McDONALD, President

(S E A L)

ATTEST:

Michael Paulson

By: _____
MICHAEL PAULSON, Secretary

SECTION B – STATEMENTS

1) ***Organization.***

The Cross Timbers Water Supply Corporation is a member-owned, non-profit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to member-owned and member-controlled non-profit corporations for the purpose of furnishing potable water utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.

2) ***Non-Discrimination Policy.***

Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.

3) ***Policy and Rule Application.***

These policies, rules, and regulations apply to the water service provided by the Cross Timbers Water Supply Corporation, also referred to as Corporation, CTWSC, or Cross Timbers WSC. Failure on the part of the Member/Customer, Consumer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.

4) ***Corporation Bylaws.***

The Corporation Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation's office.

5) ***No Fire Protection Responsibility; Hydrants.***

a. ***Flush Valves / Approved Use as Fire Hydrants.***

Hydrants have been installed by the Corporation to be used as flush valves for the operation and maintenance of the system. These hydrants have been approved for use by authorized fire departments pursuant to written Fire Fill Agreements by and between the Corporation and such fire departments. Such Fire Fill Agreements may be inspected at the offices of the Corporation. The Corporation, through such Fire Fill Agreements, allows use of its hydrants for pump and fill purposes, and for such further use as may be available within the system by authorized fire departments in providing fire suppression services in a fire emergency. The Corporation does not provide fire flow in its system and does not warrant or imply that fire flow or fire protection is or will be available within the Corporation's system or from any given hydrant in a fire emergency.

b. ***Removal or Relocation of Hydrant.***

The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system, as determined by the Board of the Corporation. The Corporation also reserves the right to relocate, repair and replace hydrants, at any time and from time to time. Any removal, relocation, repair or replacements may be undertaken by the Corporation without notice, refund, or compensation. Hydrants installed pursuant to the terms of a Non-Standard Service Contract governed by Section F of this Tariff shall be subject to the terms and conditions of such Service Contract to the extent of conflict with the provisions of this section.

6) *Damage Liability.*

The Cross Timbers WSC shall not be liable for damages occasioned by service interruptions, failure to commence, or delays in commencing delivery, fluctuations in service, or other events beyond its control, including events caused by accident or breakdown of lines or equipment, strike, riot, act of God, order of any court or judge granted in any bona fide adverse legal proceedings or action or order of any commission, tribunal or regulatory authority having jurisdiction; or, without limitation by the preceding enumeration, any other act or thing due to causes beyond its control, or by the negligence of the Cross Timbers WSC, its employees, or contractors, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of the Cross Timbers WSC.

7) *Information Disclosure.*

The Chapter 182, Subchapter B of the Texas Utilities Code makes confidential a water utility customer's address, telephone number, account records, social security number, 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, utility customers may elect to authorize disclosure of this information. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each Member entitled to vote on a list to be made available to the Corporation's voting Members, or their agents or attorneys, in connection with a meeting of the Corporation's Members. The Corporation shall give its applicants and Members/Customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

8) *Customer Notice Provisions.*

The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all consumers at least 30 (thirty) days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.

9) *Grievance Procedures.*

Any Member/Customer of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member/Customer 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 or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
- b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
- c. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
- d. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.

10) *Customer Service Inspections.*

The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new Member/Customers as part of the activation of 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 Member/Customer's 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(i-j)).

11) *Submetering Responsibility.*

Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution system provided the Master Metered Account Customer complies with the Texas Commission on Environmental Quality Chapter 291, Subchapter H rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered Members/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 Texas Commission on Environmental Quality.

SECTION C – DEFINITIONS

Active Service

The status of any Member/Customer receiving authorized service under the provisions of this Tariff.

Applicant

A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Cross Timbers Water Supply Corporation.

Base Rate

See Service Availability Charge.

Board of Directors

The governing body elected by the Members of the Cross Timbers Water Supply Corporation vested with the management of the affairs of the Corporation. (Section 22.001(1), Business Organizations Code).

Bylaws

The rules pertaining to the governing of the Cross Timbers Water Supply Corporation adopted by the Corporation's Members. (Section 22.001(2), Business Organizations Code).

Certificate of Convenience and Necessity (CCN)

The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Cross Timbers Water Supply Corporation to provide water utility service within a defined territory. Cross Timbers Water Supply Corporation has been issued Certificate Number 10197. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Geographic Area Served).

Corporation

The Cross Timbers Water Supply Corporation. (Section B.1 & B.3 of this Tariff).

Customer

Any person receiving retail or bulk water service from the Corporation pursuant to the terms of this Tariff.

Developer

Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests two (2) or more water service connections on a single contiguous tract of land (as defined in Section 13.2502 (e)(1) of the Texas Water Code).

Disconnection of Service

The discontinuance of water service by the Corporation to a Member/Customer.

Easement

A private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable). 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 shall be required to achieve parity with the contributions to the construction of the Corporation's facilities capacity that have been made previously by existing Members. This fee shall be assessed prior to providing or reserving service on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. (Tariff Section G. 5.).

Final Plat

A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water Easements, location(s) of lakes, streams, or rivers through the property and such other matters as shall be required by the Corporation or Section F of this Tariff. The Cross Timbers 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 Non-Standard Service, the Corporation may accept or require a Preliminary Plat pursuant to the terms of Section F of this Tariff.

Hazardous Condition

A condition that jeopardizes the health and welfare of the Members/Customers of the Corporation as determined by the Corporation or any regulatory authority.

Liquidated Membership

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

Member

Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a Membership in the Corporation and who is a record owner of a fee simple title to property in an area served by the Corporation or a person who is granted Membership and who either currently receives or will be eligible to receive water service from the Corporation in accordance with the Corporation's Tariff. (TX Water Code Section 13.002(11), TX Water Code Section 67.016 (d)).

Membership

A non-interest-bearing stock purchased from the Corporation evidencing a Member's interest in the Corporation. (See Tariff Section E.7.b and Sections 22.053, 22.151(c), Business Organizations Code).

Membership Fee

A fee for Membership specified by the terms of this 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 pursuant to the terms of this Tariff. (30 TAC 291.3 Definitions, Texas Water Code Section 13.043(g)).

Proof of Ownership

For the purpose of this Tariff, Applicants for service and Membership shall provide Proof of Ownership by deed of trust, warranty deed, or other recordable documentation of fee simple title to real estate to be served. (Texas Water Code Section 67.016 (d)).

Renter

A Customer who rents or leases property from a Member or who may otherwise be termed a Tenant. (See Tariff Section E. 8).

Re-Service

Providing service to an Applicant at a location for which service previously existed. Costs of such re-servicing shall be based on justifiable expenses. (See Tariff Section E. 4. b).

Reconnect Fee

The fee charged for resumption of service at a location where the Member/Customer has voluntarily suspended service in a written request. 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 Members/Customers.

Service Availability Charge

The monthly charge assessed each Member/Customer for the opportunity of receiving service (also known as "minimum monthly charge", "minimum", or the "Base Rate"). The Service Availability Charge is a fixed rate based upon the meter, service size, or equivalent dwelling unit(s). (See definition of Service Reservation Fee.)

Service Application and Agreement

A written agreement between the Member/Customer/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.

Service Investigation Fee

A fee for costs associated with determining if service is available and determining cost of service.

Service Reservation Fee

A monthly charge for resumption of service at a location for which service previously existed and where service has been suspended, either voluntarily or by forfeiture of the Membership. This charge reserves service to the Applicant's property designated to receive service. The charge is based on the total months for which service is suspended multiplied by the amount of the monthly Service Availability Charge the Corporation charges active Members/Customers.

Service Unit

The base unit of service used in facilities design and rate making. For the purpose of this Tariff, a service unit is a 5/8" X 3/4" water meter. (See Tariff Section E.2.a.).

Subdivide

To divide the surface area of land into two or more lots or tracts. (Local Government Code Chapter 232, Section 232.021 Definitions, Texas Water Code Section 13.2502 (e)(1)).

Subdivider

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. (Local Government Code Chapter 232, Section 232.021 Definitions).

Subdivision

An area of land that has been subdivided into lots or tracts. (Local Government Code Chapter 232, Section 232.021 Definitions).

Tariff

The operating policies, service rules, service extension policy, service rates, rationing policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors.

A copy of this Tariff is on file at the Corporation office and, as required since September 1, 1989, at the State office of the TCEQ.

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 may change to permanent service after the requirements of this Tariff are met.

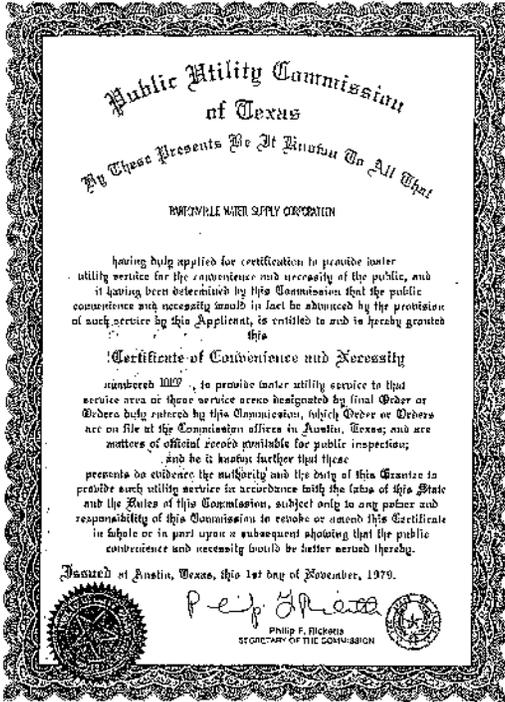
Texas Commission on Environmental Quality (TCEQ)

State regulatory agency having jurisdiction of water service utilities and appellate jurisdiction over the rates and fees charged by Non-Profit Water Service Corporations.

Water Conservation Penalty

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

SECTION D – GEOGRAPHIC AREA SERVED



Certificate of Convenience and Necessity (CCN) No. 10197 attached.

SECTION E - SERVICE RULES AND REGULATIONS

1. *Service Entitlement.*

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

2. *Service Location and Classification.*

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

a. *Standard Service*

Standard Service is defined as service on an existing pipeline where pipeline or service facility extensions are not required, and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4" sized water meter services set on existing pipelines.

b. *Non-Standard Service*

Non-Standard Service is defined as any service request which requires a larger meter service, service to a Master Metered Account (see E. 25 of this section), or an addition to the supply, storage and/or distribution system. The service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service.

3. *Service Requirements.*

The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable, in addition to the applicant, any other person sharing an ownership interest in and receiving service at that property shall sign the Service Application and Agreement Form; however, even if the spouse or other person sharing an ownership interest does not sign the Service Application and Agreement Form, they are still responsible for all terms set forth therein, and for any debt obligation related to the account. (See Sample Application RUS-TX Bulletin 1780-9 (Rev. 09/02))

a. *Easement Required*

A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, required by the Corporation, must be completed by the Applicant for the purpose of allowing future facility additions. **NOTE:** This requirement may be delayed for Non-Standard Service requests.

b. *Proof of Ownership*

The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recorded documentation of fee simple title to the real estate designated to receive service. (Texas Water Code 67.016 (e), and 13.002 (11)).

c. *Meter Installation*

On the request by the property owner or owner's authorized agent, the Corporation shall install an individual meter owned by the Corporation. In a multi-family, mobile home rental community, apartment house, etc., the property owner or manager shall install a plumbing

system that is compatible with the installation of submeters or individual meters as per current TCEQ requirements. The Corporation shall be entitled to the payment of costs as provided in Section F. of this Tariff. The cost of shall be prepaid by the property owner. 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 of this Tariff shall be the responsibility of the property owner. Pursuant to Section F of this Tariff, the Corporation shall consider master metering to apartments, condos, trailer / RV parks, or business centers and other similar type enterprises at an Applicant's request provided the total number of units to be served are all;

- 1) owned by the same person, partnership, cooperative, corporation, agency, public or private organization of any type;
- 2) The master meter is accessible to the Corporation;
- 3) considered a commercial enterprise i.e. for business, rental, or lease purposes.

d. *Notice of Approval and Costs of Service*

Notice of application approval and costs of service determined by the Corporation shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service. (30 TAC 291.81 (a) (1)).

e. *New Water Line*

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 an 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 an easement as required under this Tariff and in addition to the normally required fees for new customer service, shall pay such sums as are reasonably necessary to cap the existing line in the ROW and construct the appropriate line or lines within that easement for the Corporation's system-wide service.

4. *Activation of Standard Service.*

a. *New Tap*

The Corporation shall charge a non-refundable service installation fee. The service installation fee shall be quoted in writing to the Applicant. All fees shall be paid in advance of installation. (30 TAC 291.86 (a)(1)(A)).

b. *Re-Service*

On property where service previously existed, the Corporation shall charge the Membership Fee (where the Membership Fee has been liquidated or refunded), Service Reservation Fee, reconnection costs, any delinquent charges if the applicant is the person that previously incurred those charges, 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 staff or designated representative after all application requirements have been met. The tap for a standard service request shall be completed within five (5) working days whenever practicable, but not later than 10 working days. This time may be extended for installation of equipment for Non-Standard Service Request. (See Section F of this Tariff.)

d. *Inspection of Customer Service Facilities*

The property of the Applicant/Member/Customer shall be inspected to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The Customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved backflow prevention device required by the Corporation. (30 TAC 290.46(j); Service Agreement Form).

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

a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly in accordance with state regulations.

b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.

c. No connection which allows water to be returned to the public drinking water supply is permitted.

d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption.

e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair plumbing at any connection which provides water for human consumption.

5. *Activation of Non-Standard Service.*

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

6. *Changes in Service Classification.*

If at any time the Corporation determines that the customer service needs have 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/Customer to re-apply for service under the terms and conditions of this Tariff. Applicants/Members/Customers failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff, Section E.16.

7. *Membership.*

a. *Eligibility*

Eligibility for Membership shall not guarantee service to the Applicant; however, qualification for service is a prerequisite to Membership eligibility for new Applicants.

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 utility service and one (1) share of Corporation Stock. The Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership and Stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. NOTE: 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.

c. *Cancellation of Membership*

To keep a Membership in good standing, a Service Availability Charge or a Service Reservation Fee must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Misc. Transaction Forms.) However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be extended on an "as-available" basis and subject to the terms of the Activation of Service Section E.3 of this Tariff. (Texas Water Code 67.016)

d. *Liquidation Due to Delinquency*

When the amount of the delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated, and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership, the Corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (see Tariff Section E, Subsection 16.). 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 Section E. 4. of this Tariff.

e. *Cancellation Due to Policy Noncompliance*

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

f. *Re-Assignment of Canceled Membership*

1) *Legal Title Holder*

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 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 this Tariff and the service application package.

2) *Acquisition through Foreclosure*

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 non-judicial 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 this Tariff and service application package.

g. *Cancellation 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.16. of this Tariff, with a copy of the notice to the bankruptcy Trustee.

h. *Cancellation and Re-Assignment of Membership as a Result of Divorce (or Dissolution of Joint Tenancy)*

The Corporation shall transfer the Membership to a spouse (or joint tenant) who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse (or joint tenant) requesting transfer, such as final divorce decree, temporary court order, or agreement. In no event shall any Membership(s) be transferred if the transferee does not otherwise meet the qualifications for Membership and for service.

8. *Owners and Renters.*

Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due the Corporation. The Membership for rental or leased properties shall be in the name of the owner of the property as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The owner shall be required to sign an Alternate Billing Agreement if the owner requests that the tenant be billed for utility service. (See Miscellaneous Transaction Forms.) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter's past due payment status. Such notification will be subject to a service charge (see Miscellaneous Transaction Forms). If at any time the Member requests that Membership be canceled thereby discontinuing service to an occupied rental property, the Corporation shall provide written notice to the tenant(s) a minimum of five (5) days prior to the scheduled disconnection date.

9. *Denial of Service.*

The Corporation may deny service for the following reasons:

- a. Failure of the Applicant to complete all application requirements, including granting a required easement, completing all forms, and paying all required fees and charges;

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

10. *Applicant'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.

11. *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 under billing 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; or
- 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.

12. *Deferred Payment Agreement*

The Corporation offers a Deferred Payment Plan to a Member if the Member's bill is more than three times the average monthly bill for that Member for the previous 12 months and the outstanding balance in full cannot be paid without financial hardship.

a. ***Terms and Schedule of Deferred Payment***

1) ***Discretionary with Board***

The Corporation is not required to enter into a deferred payment agreement with any Member who is lacking sufficient credit or a satisfactory history of payment for previous service. Evidence of bad credit risk shall include, but is not limited to: 1) instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period, 2) issuance of more than two termination notices at any time during the preceding 12 months, and 3) failure to make a payment at the scheduled time under a deferred payment plan at any time during the preceding 12 months.

2) ***Subject to Administrative Fee of Five Percent***

A deferred payment plan will include a five percent (5%) administrative fee on the deferred amount for late payment but shall not include a finance charge.

3) ***Disconnection Upon Default***

If a customer has not fulfilled terms of a payment arrangement, the Corporation shall have the right to disconnect service pursuant to the disconnection rules herein and under such circumstances, it shall not be required to offer any further deferred payment arrangements prior to disconnect.

4) ***Disconnection Deferred Upon Compliance***

Every Deferred Payment plan entered into due to the Member's inability to pay the outstanding bill in full shall provide that service will not be disconnected if the Member pays the current charges and the Deferred Payment amount as scheduled.

5) ***Maximum Term of Four Months Without Board Approval***

NO TERM OF DEFERRED PAYMENT SHALL EXCEED FOUR (4) MONTHS WITHOUT PRIOR APPROVAL OF THE BOARD OF DIRECTORS. The Board of Directors may authorize a deferred payment plan for a Member that is extended beyond four (4) months. All other rules herein shall apply to the deferred payment plan.

6) ***Initial Payment of 25% Required***

An initial payment totaling 25% of the past due or current amount due must be paid at the beginning of the deferred payment agreement. This initial payment amount shall apply as a credit against the total amount due.

7) ***Remaining Payments in Equal Amounts***

After the initial payment has been made, the remaining balance due shall be deferred over the remaining period of the deferred payment plan. These succeeding payments shall be in equal amounts.

8) ***Remaining Payments by Automated Bank Draft***

After the initial payment has been made, all remaining payments made under a deferred payment plan must be made by automated bank draft.

9) ***Due Date of Remaining Payments***

The current due date for each of the remaining equal payments shall be the due date stated on the Deferred Payment Plan.

b. *Balance Due Upon Termination of Service*

If the Member terminates service prior to the end of the Deferred Payment Plan term or the Corporation terminates service due to a default by the Member, the total remaining balance of the Deferred Payment amount shall be immediately due and payable to the Corporation and an automated bank draft for the remaining balance shall be initiated.

13. *Catastrophic Water Loss Adjustment.*

Effective January 1, 2019, the Catastrophic Water Loss Adjustment had been eliminated.

14. *Charge Distribution and Payment Application.*

a. *Service Availability Charge / Service Reservation Fee*

The Service Availability Charge or the Service Reservation Fee is for the billing period from the first day of the month to the last day of the month. Charges shall be prorated for meter installations and service terminations falling during the billing period. Billings for this amount shall be mailed on or about the eighth (8th) 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/Customer.

b. *Gallongage Charge*

Gallongage Charge shall be billed at the rate specified in Section G and billing shall be calculated in one thousand (1,000) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.

c. *Posting of Payments*

All payments shall be posted against previous balances and late fees prior to posting against current billings.

d. *Forms of Payment*

The Corporation will accept the following forms of payment: cash, personal check, cashier's check, money order, credit card (with required signature), and draft on bank account. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins. The Corporation will not assess the credit card processing fee associated with Credit Card payments to those Members/Customers which make payment by credit card in accordance with consumer laws.

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

a. *Billing and Due Dates*

The Corporation shall read meters on the last work day of the month. The Corporation shall deliver the bills to the United States Postal Service or via electronic mail to those customers electing to receive a paperless bill. Members/Customers failure to receive a bill does not exempt Members/Customers from the responsibility to make payment. If Members/Customers have not received a bill by the tenth (10th) of each month, it shall be the responsibility of the Member/Customer to notify the Corporation.

The Corporation shall mail all regular monthly bills or provide an electronic monthly bill approximately one (1) week after the meters are read. Payment will be due on the 25th of each

month. If the due date falls on a holiday or weekend, payments will be accepted until 5:00 PM the next business day after the due date. All payments must be in the possession of the Corporation by the due date to avoid a five percent (5%) late fee.

Postmark dates will not be accepted as proof of payment. For our Member/Customers' convenience, the Corporation provides for payment by bank draft, credit card, debit card, automatic bank draft, and automatic credit card via its web site, www.CrossTimberswater.com, and via a drop box outside of the Corporation's office at 2032 E Hickory Hill Rd., Argyle, TX.

The Corporation shall notify all Members/Customers of past due bills within five (5) days after the due date stated on the regular bill, by mailing a Red Disconnect Notice or providing an electronic Disconnect Notice. A five percent (5%) late fee shall be imposed on all past due bills. The Disconnect Notice shall allow an additional five (5) days for payment. If payment is not received in the office by 5:00 PM on the due date stated on the Red Disconnect Notice or in the electronic Disconnect Notice, water service shall be subject to disconnection. If a payment is made to a Corporation employee at the residence to prevent disconnection, a service trip fee of \$25.00 will be assessed to the Member/Customer's account. In order to have service restored, payment must be made for all charges on the Member/Customer's account, including any water service charges that have been billed but remain unpaid, prior to reconnection. If disconnection for non-payment occurs, a disconnect fee of \$25.00 per disconnect visit and a service trip fee for reconnection in the amount of \$25.00 per reconnect visit will be assessed to the Member/Customer's account.

In the event of a billing dispute, a Member/Customer may request a supervisory review by contacting the Corporation's office. The Corporation will investigate the dispute and report its findings to the Member/Customer. To avoid service interruption, the Member/Customer will be required to pay an average bill amount in lieu of the disputed portion and to pay all subsequent billings during the time that the review decision is pending. If the Member/Customer is dissatisfied with the review, the Member/Customer may appeal to the Corporation's Board of Directors by sending a letter, detailing the Member/Customer's basis for an appeal, to the attention of the Cross Timbers Water Supply Corporation Board of Directors at 2032 E Hickory Hill Rd., Argyle, TX 76226. Once a written appeal is received, the proper posting of an appearance before the Board of Directors at the next regular meeting will be made with notification to the Member/Customer.

In the event a Membership is disconnected or forfeited, as provided by this Tariff, and the account remains unpaid for 45 days from the due date of discontinuance or forfeiture, the amount shall be referred for collection for non-payment. The Corporation shall charge to the customer all costs of collection, including reasonable attorney's fees and court cost, in the event an account is referred for collection.

b. Waiver in Event of Natural Disaster

The board of directors or general manager may elect to waive 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/Customers or interrupts the management and operation of the system.

c. Extension for Senior Members

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. (Reference Utilities Code Section 182.001 - 182.005) If this request originates from a tenant at a rental property, the Member/Owner will be notified in writing of any extension request.

16. Rules for Disconnection of Service.

The following describes the rules and conditions for disconnection of service.

a. Disconnection with Notice

Water utility service may be disconnected for any of the following reasons after proper notification has been given, if required pursuant to the terms hereof.

1) Returned Checks

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 Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a "cash-only" basis for a period of 12 months. NOTE: "cash only," means certified check, money order, or cash. A \$25.00 administration fee will *also be due at the time of redemption of returned checks.*

2) Delinquency in Payment

Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security, or failure to comply with the terms of a deferred payment agreement;

3) Violation of Rules

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/Customer and the Member/Customer is provided with a reasonable opportunity to remedy the situation;

4) Failure to Comply with Service Agreement or Tariff

Failure of the Member/Customer 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/Customer has failed to comply within a specified amount of time after notification.

5) Restricting Access to Meter

Failure to provide 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.

6) Misrepresentation

Misrepresentation by any Applicant of any fact on any form, document, or other agreement required to be executed by the Corporation.

7) ***Error in Service Classification***

Failure of Member/Customer to re-apply for service upon notification by the Corporation that Member/Customer no longer meets the terms of the service classification originally applied for under the original service application.

8) ***Delinquency in Billed Sewer Utility Service***

Failure to pay a delinquent account billed by the Corporation for sewer utility service provided by a Town or Upper Trinity Regional Water District pursuant to the Corporation's Agreement with such entity.

9) ***Cancellation of Membership – Rental Property***

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) ***On-Site Sewage Disposal***

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) ***Member/Customer Damage Repair***

Failure by a Member/Customer to pay for all repair or replacement costs resulting from the Member/Customer's damaging system facilities including, but not limited to water or sewer 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/Customer 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/Customer'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) ***Prohibition of Multiple Connections.***

Failure to disconnect or secure additional service tap(s) for an RV or other service connection (see E. 24. of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.

b. ***Disconnection Without Notice***

Water utility service may be disconnected immediately and without notice for any of the following conditions:

1) ***Dangerous or Hazardous Condition***

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 under Chapter 341 of the Health and Safety Code, or there is reason to believe a dangerous or hazardous condition exists and the Member/Customer 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 (j));

2) ***Unauthorized Service Connection***

Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and

3) ***Meter Tampering***

In instances of tampering with the Corporation's meter or equipment, by-passing the meter or equipment, or other diversion of 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/Customer 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/Customer guarantees payment of non-utility service as a condition of service;
- 2) Failure of the Member/Customer 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/Customer to pay charges arising from an under billing occurring due to any misapplication of rates more than six (6) months prior to the current billing;
- 4) Failure of the Member/Customer to pay the account of another Member/Customer as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
- 5) Failure of the Member/Customer to pay charges arising from an under billing due to any faulty metering, unless the meter has been tampered with or unless such under-billing charges are due under the Inoperative Meters subsection E. 20. of this tariff.
- 6) Failure of the Member/Customer to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control.

d. ***Disconnection on Holidays and Weekends***

Unless a dangerous condition exists or the Member/Customer requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.

e. Disconnection Due to Utility Abandonment

The Corporation may not abandon a Member or a portion of its Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality.

f. Disconnection for Ill and Disabled

The Corporation may not discontinue service to a delinquent residential Member or tenant 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. Each time a Member or tenant seeks to avoid termination of service under this section, the Member must have the attending physician call or contact the Corporation within sixteen (16) days of issuance of the bill. A written statement must be received by the Corporation from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by the Corporation and Member's physician. The Member shall enter into a Deferred Payment Agreement on the terms and conditions set forth herein. The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness or disability as per this section.

g. Disconnection of Master Metered Accounts

When a bill for water utility services is delinquent for a master metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply: (30 TAC SUBCHAPTER H. 291.126)

- 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 notices, stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
- 3) The tenants may pay the Corporation for any delinquent bill on behalf of the owner to avert disconnection or to reconnect service to the complex.

h. Disconnection of Temporary Service

When an applicant with a Temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff, service may be terminated with notice.

17. 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.

18. Back Billing.

The Corporation may back bill a Member/Customer for up to four (4) years (48 months) for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Member/Customer's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service. Back billing shall not extend beyond current Membership.

19. *Disputed Bills.*

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

20. *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.

21. *Bill Adjustment.*

a. *Due to Meter Error*

The Corporation shall test any Member/Customer's meter upon written request of the Member/Customer. 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 but not extending beyond current Membership. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member/Customer 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/Customer, the Corporation shall adjust the bill as necessary once access has been regained and actual usage is determined.

22. *Meter Tampering and Diversion.*

For purposes of these Sections, meter tampering, by-passing, or diversion shall all be defined as tampering with the Corporation's service equipment, by-passing the same, or other instances of diversion, such as:

- a. removing a locking or shut-off device used by the Corporation to discontinue service,
- b. physically disorienting the meter,
- c. attaching objects to the meter to divert service or to by-pass,
- d. inserting objects into the meter,
- e. other electrical and mechanical means of tampering with, by-passing, or diverting service, and
- f. preventing the supply from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capability.

The burden of proof of meter tampering, by-passing, or diversion is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation's staff when any action regarding meter tampering as provided for in these Sections is initiated. A court finding of meter 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 Section 28.03.

23. *Allowed 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.

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

a. *Limitation of Water Taps*

No more than one (1) residential, commercial, or industrial service connection is allowed per meter. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter (see Section E. 25.) Any unauthorized sub-metering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service. If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations service will be disconnected without notice in accordance with Section E. 16. b.

b. *Definitions*

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

- 1) A "multiple connection" is the connection to any portion of a Member's system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be consider a multiple connection if: (a) those structures are located on the same tract as the primary delivery point and (b) such structures are not used as a residence or as a commercial or industrial facility.
- 2) A "primary delivery point" shall mean the physical location of a meter 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/Customer.
- 3) A "residence" shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation.
- 4) "Commercial" facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A Member/Customer that utilizes water within their residence or property for commercial purposes may be required to obtain a separate meter. A business conducted within a Member/Customer's residence or property that does not require water in addition to that provided to the Member/Customer's residence shall not be considered a separate commercial facility.

c. *Temporary Shared Connection for Recreational Vehicle*

The corporation agrees to allow Members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months. If the recreation vehicle/travel trailer is being used for a permanent residence,

this Tariff requires that an additional meter installation and Membership be purchased. If the Member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The Member must submit a written request to the corporation's business office at least 5 business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a Member is found to violate these conditions, the Member will be sent a letter of notice stating that water service will be cut off in ten days if the situation is not corrected.

25. *Master Metered Account Regulations*

An apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter as a "master metered account" and complies with the requirements set forth in TCEQ rules, this Tariff and applicable law. The Corporation may allow master metering and/or non-standard service to these facilities at an Applicant's request.

26. *Member/Customer's Responsibility.*

a. *Access to Meter*

The Member/Customer shall provide access to the meter 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/Customer 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/Customer, then service shall be discontinued, and the meter removed with no further notice.

b. *Compliance with Codes*

The Member/Customer shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.

- 1) All 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, Health & Safety Code Chapter 366)
- 2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the Applicant.

c. *All Accounts to be Current*

A Member owning more than one (1) Membership shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.

d. Ownership and Responsibility for Meter

The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter tail piece or other service equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.

e. Cut-Off Valve Required

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.

f. DIGTESS Notification

As required by law, the Member/Customer is required to notify the Texas Excavation and Safety System (1-800-DIGTESS) 48 hours prior to any digging or excavation activities along or near water lines and appurtenances exceeding a depth of 16".

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

Every owner of any tract of land situated within the certificated Service Area limits of the Corporation who may hereafter divide the same in two or more parts, whether to create a Subdivision for the purpose of laying out suburban lots or building lots, or any streets, alleys or parks or other portions intended for public use, or for the use of purchasers or owners of lots fronting thereon or adjacent thereto, and desiring water service, shall comply with these regulations which shall be known as the Cross Timbers Water Supply Corporation Subdivision Regulations. These Subdivision Regulations are also applicable to additions to Subdivisions or whenever additional or Non-Standard Service facilities are required for a single tract of property. For purposes of this Tariff, all Service Requests governed by this Section shall be defined as Non-Standard Service Requests and all service provided by the Corporation pursuant to this Section shall be considered Non-Standard Service. This Section may be altered or suspended for planned facility expansions. The Board of Directors of the Corporation or their designee shall interpret on an individual basis whether or not an Applicant/Developer's Service Request shall be subject to all or part of the conditions of this Section.

1. General Requirements – Non-Standard Service Request.

This Section F 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 Applicant/Developer (the Non-Standard Service Contract). The Non-Standard Service Contract may not contain any terms or conditions that conflict with this Section.

a. General Recommendations for a Non-Standard Service Request

- 1) Preliminary Meeting with Staff (optional, but recommended);
- 2) Submission of Service Request, to be accompanied by sufficient information describing the level and manner of service requested and the requested timeline for initiation or extension of service. See detailed requirements applicable to Service Requests for Subdivisions.
- 3) Include maps or plats detailing the location of the requested extension of service for applicants for single taps involving extension or upsizing of facilities.

b. Access to Property

The Applicant/Developer shall provide the Corporation with reasonable access to the property during the Corporation's evaluation of the Service Request.

c. Corporation Review

Upon payment of the required fees, the Corporation shall review Applicant/Developer's Service Request. If no additional information is required from Applicant/Developer, the Corporation will prepare a written report on Applicant/Developer's Service Request, subject to any final decision by the Corporation's Board of Directors which must be completed within the ninety (90) days from the date of the initial Service Request and payment of all 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/Developer, and the fees and costs for which Applicant/Developer will be responsible (as specified by the Corporation's Tariff and these Subdivision Regulations).

d. Additional Information

In the event the Corporation's initial review of the Applicant/Developer's Service Request shows that additional information is needed, the Corporation will notify Applicant/Developer of the need for such additional information. Notice of the need for additional information will be made in writing within thirty (30) days of the date the Corporation receives the Applicant/Developer's Service Request and payment of all required fees. The Applicant/Developer should respond in writing to the Corporation's request for additional information within fifteen (15) days of the date of the Corporation's notification.

e. Approval Deadline

In any case, the Corporation will provide its written report including any final approval of the Service Request by the Corporation's Board of Directors within ninety (90) days from the date of the initial Service Request and payment of all required fees. By mutual written agreement, the Corporation and the Applicant/Developer may extend the time for review beyond the ninety (90) days provided for expedited petitions to the TCEQ.

f. Property Outside Corporation's CCN

If the Corporation determines that the Applicant/Developer's Service Request is for property located, in whole or in part, outside the area described in the Corporation's 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, the Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including legal, surveying and engineering fees incurred by Corporation in securing the amendment).

2. Withholding Improvements in Event of Noncompliance.

All Applicants and Developers shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time and covenants of current indebtedness. In addition, subject to the notice requirements of Section 13.2502 of the Texas Water Code, Cross Timbers Water Supply Corporation is not required to extend retail water service to an Applicant/Developer in a Subdivision where the responsible party (Applicant/Developer) of the Subdivision or applicable property has failed to comply with the terms of these Subdivision Regulations. Therefore:

a. Board Approval Required

The Corporation shall withhold all service improvements and issuance of Memberships from Subdivisions not officially approved by the Board of Directors. No improvements should be initiated, nor contracts executed, until approval of the Board of Directors has been given.

b. Commencement of Construction

No officer or employee of the Corporation may authorize commencement of construction until full compliance with the requirements of these Subdivision Regulations has been evidenced to the satisfaction of the General Manager and the Board of Directors.

3. Definitions [See also Appendix A and Section C of this Tariff for additional Definitions.]

Applicant

An individual or entity that desires to secure Non-Standard Service from the Corporation. The Applicant must be the owner of the tract on which Non-Standard Service is requested or another person duly authorized to request Non-Standard Service on behalf of such owner. Proof of Ownership will be required.

Board of Directors

The governing body of the Cross Timbers Water Supply Corporation.

CTWSC

Cross Timbers Water Supply Corporation.

CTWSC Engineer

The engineer representing the Cross Timbers Water Supply Corporation.

CTWSC General Manager

The administrative manager of the Cross Timbers Water Supply Corporation.

CTWSC Staff

The CTWSC General Manager or his/her designated designee(s).

CCN

The Corporation's Certificate of Convenience and Necessity as shown in Section D of this Tariff.

Corporation

Cross Timbers Water Supply Corporation.

Developer

A person who subdivides land or requests more than two water service connections on a single contiguous tract of land.

NSS

Non-Standard Service, including without limitation, services for a Subdivision or for a single tract of land when services such as road bores, extensions to the Corporation's distribution system, distribution lines exceeding 1" in diameter and/or distribution lines exceeding 200 feet are required. Non-residential or residential Service Requests requiring a larger sized meter than a standard 5/8" x 3/4" may also be considered NSS. A 1" meter for a lawn sprinkler system to provide water to a residential lot is not considered NNS. The final determination of whether service is to be considered NSS lies with the Corporation.

Non-Standard Service Contract

A contract by and between the Applicant and the Corporation setting forth the terms and conditions pursuant to which Non-Standard Service will be furnished.

Service Applicant

A person, other than a developer, who applies for retail water service.

Service Area

All property within the Certificated Area of Convenience and Necessity for the Cross Timbers Water Supply Corporation.

Service Request

An application by an Applicant or Developer for Non-Standard Service.

Subdivision

A tract of land proposed to be divided into two or more parts.

4. *Procedures for Subdivisions.*

- a. In addition to the General Requirements applicable to all Non-Standard Service Requests, the following requirements are required as part of the Service Request for a Subdivision:
 - 1) Preparation and Submission of a Preliminary Plat and construction plans for review and approval of Corporation pursuant to the terms of these Subdivision Regulations. The Service Request must be accompanied by required fees and shall include the following:
 - a) the proposed improvements to be constructed by the Applicant/Developer;
 - b) the intended land use of the development, including detailed information concerning the types of land uses proposed;
 - c) the projected water demand of the development when fully built out and occupied, the anticipated water demand for each type of land use, and a projected schedule of build-out; and
 - d) A schedule of events leading up to the anticipated date upon which service from the Corporation will first be needed; and a proposed calendar of events, including design, submission of Preliminary and Final Plat, construction phasing and initial occupancy.
 - 2) Preparation and Submission of Final Plat and construction plans for review and approval, accompanied by required fees, pursuant to the terms of these Subdivision Regulations.
 - 3) Submission of Construction Plans and list of Contractors for review and approval by the General Manager and the CTWSC Engineer.
 - 4) Execution of a Non-Standard Service Contract if required by the Corporation.
- b. Prior to service to a Subdivision, the following requirements must be met:
 - 1) Approval of Preliminary Plat and construction plans by the CTWSC Engineer and Board of Directors.
 - 2) Approval of Final Plat and construction plans by the CTWSC Engineer and Board of Directors.
 - 3) Final stamp of the approval or written acceptance of the final construction plans and materials by the CTWSC Engineer.
 - 4) Filing of the approved Final Plat with the appropriate City and the County Clerk and the recording of all necessary easements, dedications, and other documents required to be filed of record.

- 5) Payment of ALL required fees prior to commencement of construction of any water utility activities.
 - 6) Completion of construction by the Applicant/Developer and acceptance of the water system by the Corporation.
 - 7) Submission of as-built drawings, both hard copy, reproducible and in electronic format acceptable to the General Manager.
- c. For service to Subdivisions involving tracts of fifty (50) acres or greater, the Applicant/Developer must provide the following in addition to all other information otherwise required by these Subdivision Regulations:
- 1) Map and description of the area to be served using map criteria in Section 291.105(a) (2) (A-G of the TCEQ's Rules).
 - 2) Time frame for:
 - a) Initiation of service, and
 - b) Service to each additional phase following the initial service.
 - 3) Level of service for:
 - a) Initial needs, and
 - b) Phased and final needs and the projected land uses that support the requested level of service for each phase.
 - 4) Any additional information requested by the Corporation to determine the capacity and the costs for providing the requested service.
 - 5) Copies of all required approvals, reports and studies done by or for the Applicant/Developer to support the viability of the proposed development.
- d. The Applicant/Developer must provide reasonably sufficient information, in writing, to allow the Corporation to determine (1) whether the level and manner of service specified by the Applicant/Developer can be provided within the time frame specified by the Applicant/Developer; (2) what capital improvements are needed, 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; and (3) the cost participation to be charged to the Applicant/Developer. If the Applicant/Developer proposes development in phases, the Applicant/Developer 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/Developer must depict the currently estimated location of each phase on the required maps (using map criteria in Section 291.105(a) (2) (A-G of the TCEQ's Rules). It is important that the Applicant/Developer's written request be complete.
- e. The Applicant/Developer 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/Developer must advise the Corporation if he/she intends to request expedited decertification from the TCEQ if service as requested is not approved as requested.
- f. 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 Non-Standard Service specified by the Applicant/Developer. The Applicant/Developer is responsible for paying for all costs necessary for Non-Standard Service to a Subdivision as determined by the Corporation under the provisions of this Tariff and specifically the provisions of this Section F; if the Applicant/Developer fails to pay these costs, the Corporation has the right to require payment

of these costs by any one or more of the persons purchasing lots or homes within such Subdivision before the Corporation is obligated to provide water service. In addition, Corporation may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. Applicant/Developer is advised that purchasers of lots also may have legal recourse against the Applicant/Developer under Texas law, including but not limited to Section 13.257, Texas Water Code and the Texas Deceptive Trade Practices–Consumer Protection Act, Chapter 17, Subchapter E, Business and Commerce Code.

5. *Property and Right-of-Way Acquisition; Roadway Completion.*

a. *Easements and Property Acquisition.*

Regarding construction of facilities, the Corporation shall require private right-of-way Easements or purchase of private property as per the following conditions:

- 1) If the Corporation determines that right-of-way easements or facility sites outside the Applicant/Developer's property are required, the Applicant/Developer shall secure easements or 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/Developer.
- 2) All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant/Developer, due to the inability of the Applicant/Developer to secure private right-of-way easements, such as road bores and TXDOT approvals, shall be paid by the Applicant/Developer. Alternatively, Applicant/Developer shall pay all costs, including legal and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.
- 3) The Corporation shall require an exclusive dedicated right-of-way on the Applicant/Developer'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.
- 4) Easements and facilities sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant/Developer.

b. *Roadway Completion*

Any roadwork required outside the Applicant/Developer's property shall be completed pursuant to state, county and/or municipal standards (as applicable) prior to Subdivision construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, approved road sleeves or casings may be installed prior to road construction to avoid road damage during construction of Applicant/Developer's facilities.

6. *Non-Standard Service Contract.*

Applicants/Developers requesting or requiring Non-Standard Service may be requested to execute a written contract, drawn up by the Corporation's Attorney. Said contract shall define the terms of service prior to construction of required service facilities and may include, but is not limited to:

- a. Payment of all Fees and other costs associated with the Service Request and terms by which these costs are to be paid.
- b. Requirements of payment of Monthly Service Reservation Fees as applicable to the service request.

- c. Terms by which service capacity shall be reserved for the Applicant/Developer 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/Developer may be entitled to a pro rata reimbursement pursuant to Appendix A attached hereto.
- e. Terms by which the Applicant/Developer shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project.
- f. Terms by which the Applicant/Developer 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/Developer's project.
- g. Scope and requirements of periodic and final inspections and testing of all completed facilities.

7. Preliminary Plat and Construction Plans.

- a. When the Applicant/Developer is ready to file a Service Request with the Corporation, he/she shall submit three (3) copies of the Preliminary Plat and proposed construction plans of the Subdivision to the Corporation by filing the same in the office of the General Manager, at least thirty (30) days prior to the next regularly scheduled monthly meeting at which such Preliminary Plat is sought to be reviewed. Such Preliminary Plat shall carry the legend "Preliminary Plat." Submittal shall include a letter of transmittal requesting review and shall be accompanied by the required filing fees.
- b. The purpose of the submittal is to allow the Board of Directors to review overall platting of the tract and the water service system for conformance with the requirements of the Corporation. It also provides the Corporation an opportunity to make preliminary estimates of Corporation participation in water utility over sizing of onsite and offsite facilities. The Preliminary Plat and plans shall be prepared as follows:
 - 1) Preliminary Plat shall be drawn in ink to a scale of 1" = 100' or larger.
 - 2) It shall contain the name of the proposed Subdivision, the name and address of the Applicant/Developer and the Engineer or Surveyor responsible for the design and survey, abstract, tract designation, and other descriptions according to the abstract and survey records of Denton County, Texas.
 - 3) North point, scale and date.
 - 4) The boundary lines of the tract, accurate in scale, shall be shown.
 - 5) It shall show the names of adjacent Subdivisions or names of record of owners of adjoining parcels, the location, widths, and names of all existing platted streets, easements, including all existing utility easements, rights of way or other public ways within or adjacent to the tract, existing railroad rights-of-way, the location of any existing or abandoned pipelines, the location of any existing or abandoned water or other well(s) and their current or planned use; and other important features such as section lines, political subdivision or corporate limits, and school district boundaries.
 - 6) It shall show all parcels of land intended to be dedicated for public use or reserved in the deeds for the use of all property owners in the proposed Subdivision, together with the purpose or conditions of limitations of such reservation.
 - 7) It shall show the layout, names and width of proposed streets, alleys, and easements.
 - 8) It shall show the layout, numbers and approximate dimensions of proposed lots.

- 9) The plans shall show existing sewers, water mains, culverts or other underground structures, including without limitation all gathering, transmission and distribution pipelines, within the tract and immediately adjacent thereto with pipe sizes, depth, and as built locations indicated, together with any ancillary surface improvements associated therewith.
 - 10) Preliminary plans of proposed water distribution system, sewage collection system (if applicable), on site and off-site drainage system, and street improvements. Said preliminary plans shall show the anticipated average daily water demand.
- c. The Applicant/Developer shall submit a letter, along with the Preliminary Plat, requesting any variances to these Subdivision Regulations required for approval of the Service Request.
 - d. Approval of the Preliminary Plat by the Board of Directors does not constitute official acceptance of the proposed Subdivision by the Corporation. There shall be no work done in the field on the proposed water utilities for the Subdivision until the Final Plat has been approved by the Board of Directors.
 - e. Following satisfactory review of the Preliminary Plat and other materials submitted, for conformity thereof to these Subdivision Regulations and other Corporation regulations, the Board of Directors shall, within forty-five (45) days, act thereon as submitted or as modified. If approved, the Board of Directors shall indicate its approval. Any approval is automatically conditioned upon the filing and approval of a Final Plat. If approved subject to other conditions, the Board of Directors shall state the conditions of such approval. If disapproved, the Corporation will, upon request of Applicant/Developer, state the grounds for disapproval, which can be stated either at the time of the disapproval or in writing within a reasonable time after a written request is made by the Applicant/Developer.
 - f. Approval of the Preliminary Plat expires at the end of the six (6) months unless the Final Plat has been submitted for approval.

8. *Final Plat and Construction Plans.*

- a. When the Applicant/Developer is ready to file his Final Plat with the Corporation, he shall file three (3) copies of the Final Plat and complete construction plans, not larger than 24" x 36" to the Corporation by filing the same in the office of the General Manager. The Final Plat shall carry the legend "Final Plat." Submittal shall include a letter of transmittal requesting review and shall be accompanied by payment of the required filing fees.
- b. In addition to the matters shown on the Preliminary Plat, the Final Plat shall show or be accompanied by the following information:
 - 1) The exact layout including:
 - a. Street names
 - b. Length of all arcs, radii, internal angles, points of curvature, length and bearings of the tangents.
 - c. All easements for right-of-way provided for public services or utilities and any limitations of the easements.
 - d. All lot numbers and lines with accurate dimensions in feet and hundredths of feet and with bearings and angles to the street and alley lines.
 - 2) The accurate location, material, and approximate size of all monuments.

- 3) The accurate outline of all property which is offered for dedication for public use with the purpose indicated thereon, and of all property that may be reserved by deed covenant for the common use or maintenance of the property owners in the Subdivision.
- 4) Certification by a Registered Public Surveyor to the effect that the plat represents a survey made by him and that all the monuments shown thereon actually exist, and that their location, size and material description are correctly shown.
- 5) A certificate of ownership and dedication of all easements, streets, alleys, parks, and playgrounds to public use forever, signed by the Owner and Lien Holder of the land subdivided, with signatures of the city and/or county evidencing approval of the dedications made therein. All signatures shall be acknowledged before a Notary Public.
- 6) Additional certificates to properly dedicate easements or right-of-way as may be necessary.
- 7) Two (2) notarized copies of any easements or right-of-way agreements with adjacent owners shall be furnished with the Final Plat. Additional copies shall be furnished to the CTWSC Manager on request.
- 8) Construction plans for all required improvements such as:
 - a) Proposed water distribution system.
 - b) Plan and profile of onsite and offsite proposed drainage facilities, including storm sewers and channels where required.
- c. The Construction Plans shall be prepared by a Registered Professional Engineer in the State of Texas and shall bear an original seal on each sheet.
- d. The plans shall contain all necessary information for construction of the project. All materials specified shall conform to Specifications prepared by the Corporation and available to the Applicant/Developer at the office of the Corporation as part of a Service Request Packet.
- e. Each sheet of the plans shall contain a title block including space for the notation of revisions. This space is to be completed with each revision to the plan sheet and shall clearly note the nature of the revision and the date the revision was made.
- f. After review of the proposed Final Plat and plans by the General Manager and the CTWSC Engineer, the Final Plat shall be submitted to the Board of Directors. The Board of Directors shall act upon the same within sixty (60) days from the original filing date. If approved by the Board of Directors subject to changes, the Engineer for the owner shall make all changes required. The General Manager and the CTWSC Engineer shall approve all plans to the Engineer for the owner for use by the Contractors.
- g. If construction has not commenced within one year after approval of the Final Plat and Construction Plans, the Board of Directors may require resubmission and re-approval, such re-approval may be subject to then current standards and engineering requirements.

9. *Filing of Plat.*

- a. After approval of the Final Plat by the Board of Directors and any corrections thereto required by the Board of Directors and the CTWSC Engineer, the Applicant/Developer shall prepare and file the Final Plat at its expense with the County Clerk. One file-stamped original of the Final Plat shall be returned to the Corporation. Said copy shall show the volume and page of the Map and Plat Records into which the Final Plat was filed by the County Clerk.

- b. If the Final Plat, as recorded, has not been submitted to the Corporation within six months after approval by the Board of Directors, the approval shall be deemed null and void and resubmission may be required in which case current regulations shall apply.

10. Preconstruction Conditions.

- a. Prior to authorizing implementation of construction activities, the General Manager and CTWSC Engineer shall be satisfied that the following conditions have been met:
 - 1) ALL Equity Buy-in/Impact fees and other fees and costs as required by these Subdivision Regulations have been paid.
 - 2) The Final Plat has been completed to the requirements of the Board of Directors at the time of approval and filed of record.
 - 3) All required contract documents have been completed and filed with the CTWSC Engineer.
 - 4) All necessary easements or dedications not shown on the Final Plat have been conveyed solely to the CTWSC on easement forms provided by the Corporation or acceptable to the Corporation, with the proper notarized signatures affixed. The original of the documents shall be filed at the Applicant/Developer's expense and returned to the CTWSC Manager.
 - 5) All contractors participating in the construction have been provided with a set of approved plans by the Applicant/Developer, each bearing the stamp of approval of the CTWSC Engineer. One set of the construction plans, stamped with CTWSC approval, shall be maintained in a weatherproof location on the project at all times during construction.
 - 6) A complete list of the Contractors, their designees on the site, and telephone numbers where a responsible party may be reached at all times, has been submitted to the CTWSC Engineer.
 - 7) A reproducible Utility Plan Sheet, scale 1" = 200', has been submitted to the CTWSC Engineer, in addition to the previous submittal of construction plans. Said plan is accurate in scale and shows all right-of-way and easement locations.
 - 8) A complete list of the contract documents necessary for the complete construction of the work has been furnished or included with the above at the request of the CTWSC Engineer or General Manager.
 - 9) Manufacturers' drawings for all fabricated appurtenances or special construction items have been submitted to the CTWSC Engineer and General Manager for review.
- b. All parties participating in the construction shall schedule and meet for a pre-construction conference at the Corporation's offices to review the planned construction prior to commencement.

11. Inspections; Change Orders.

- a. Construction shall be subject to periodic and final inspection by the General Manager, the CTWSC Engineer or their designees. Satisfactory completion of construction in accordance with the approved plans and specifications is the sole responsibility of the Applicant/Developer. Any change in design required during construction must be documented by a written change order preapproved by the General Manager and when necessary in the opinion of the General Manager, approved by the CTWSC Engineer.

12. *Warranty; Maintenance Bond; Acceptance of the Subdivision.*

- a. After completion of all items required in the plans and specifications, the Contractor shall submit to the Corporation a maintenance bond in the amount of ten percent (10%) of the Contract amount for the water utilities guaranteeing workmanship and materials for a period of one year from the date of final acceptance by the Corporation. The General Manager of CTWSC shall verify that all items have been completed, including the filing of the Final Plat and all related easements and documents, payment of Pro Rata Charges for water services, payment of Equity Buy-in/Impact/Capital Expansion Fee, etc. The CTWSC General Manager, or his/her designated agent, shall conduct a final inspection of the project accompanied by the Applicant/Developer and or his/her agent to verify if all work is found to be acceptable. Any items of exception shall be noted during the “Walk Through” inspection and shall be corrected immediately.
- b. After all deficiencies are corrected, the General Manager shall recommend to the CTWSC Board of Director’s acceptance of the Subdivision. Acceptance of the Subdivision shall mean that title to all dedicated water system improvements is vested in the Corporation. The Applicant/Developer and his Contractors shall, however, remain responsible to the Corporation for the one-year warranty period to repair any defects in the dedicated improvements which have been accepted.

13. *As-Built Plans Required.*

Prior to final acceptance by the Corporation of the water system improvements in a Subdivision, the Engineer for the Applicant/Developer shall submit to the CTWSC Engineer a complete, reproducible set of drawings of water and other improvements showing all changes made in the Construction Plans during construction and containing on each sheet an “As-Built” stamp bearing the signature of the Applicant/Developer’s Engineer and the date. In addition, one reproducible drawing(s) of the utility plan sheet(s) containing As-Built information shall be submitted in hard copy and electronic format acceptable to the General Manager. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.

14. *Fees.*

a. *Prepayment Required*

The following schedules of fees and charges shall be paid in advance to the Corporation when any plat is submitted to the Board of Directors or any other authorized agent of the Corporation. The Board of Directors shall take no action until said fees and charges have been received by Corporation. All plats shall show sufficient information to allow calculation of the fees described below.

b. *Filing Fees.*

The CTWSC General Manager, his deputies or assistants, shall calculate the fees and charges in accordance with the following schedule:

Preliminary Plat:	\$500.00 plus \$5.00 per lot or unit
Final Plat – Non-Residential:	\$450.00 plus \$50.00 per acre
Final Plat – Residential:	\$450.00 plus \$5.00 per lot
Final Plat – Multi-Family:	\$450.00 plus \$5.00 per unit
Re-plat:	\$300.00 plus \$5.00 per unit

These fees shall be charged on all plats, regardless of the action taken by the Board of Directors and whether the plat is approved or denied by the Board of Directors. These fees are intended

to defray the administrative costs incurred by the Corporation during the service investigation process and do not apply against other specific costs reimbursable by the Applicant/Developer pursuant to the terms hereof.

c. Membership Fees

A Membership fee of \$150.00 per meter will be charged at the time of Installation. This fee is refundable or transferable with property ownership.

d. Water Tap Fees

Generally, the Corporation shall install the water meter using approved meters. An installation fee of \$1,200.00 per meter shall be charged for a standard, residential 5/8" x 3/4" residential meter. Requests for larger meters shall be considered on a case by case basis.

e. Capital Expansion or Equity Buy In Fee

The CTWSC General Manager shall determine the Capital Expansion or Equity Buy-in Fee which shall be calculated pursuant to Section G of this Tariff on a per unit basis for residential projects and a per meter basis for non-residential projects. These fees are subject to change by the Board of Directors. One-half of these fees shall be paid prior to the beginning of construction. This portion is non-refundable in the event that the Subdivision is not completed. The balance of this fee shall be paid prior to issuance of any Membership or meter tap for a lot in the Subdivision. In the event of a subsequent change in the Capital Expansion Fee, those Subdivisions/properties in which a portion (1/2 of Total per lot) of the fee has been paid, will be required to pay the difference between the previous portion paid and the current fee charged at the time a meter tap/set is requested unless the Subdivision was specifically grandfathered as the result of previous Tariff changes.

f. Inspection Fees

All water utility construction will be inspected on a periodic and final basis by the General Manager or CTWSC Engineer or their designee. An inspection fee equal to one and one-half percent (1-1/2%) of the total cost of water utility construction will be charged. This fee must be paid to the Corporation prior to beginning construction of the Subdivision.

g. Pro Rata Charges and Other Fees, Assessments

Appendix A attached hereto and incorporated herein details the terms and provisions by which the Corporation reserves the right to collect Pro Rata Charges from Service Applicants and Applicants/Developers; the right of Applicants/Developers who have paid to extend Approach Mains to allow service to their proposed facilities, to claim reimbursement of Pro Rata Credits; and the limited obligation of the Corporation to reimburse Applicants/Developers the costs of over sizing Approach and Onsite Mains and related costs.

NOTE: ALL MATTERS SHOWN HEREIN ARE APPROVED BY THE CORPORATION'S BOARD OF DIRECTORS AS PART OF THE CORPORATION'S TARIFF AND ARE SUBJECT TO CHANGE. APPLICANTS AND DEVELOPERS ARE REQUESTED TO VERIFY THAT THEY ARE WORKING WITH THE MOST CURRENT SET OF THESE REGULATIONS EARLY IN THE PROCESS OF ANY SERVICE REQUEST. INQUIRIES AND QUESTIONS MAY BE DIRECTED TO:

General Manager
Cross Timbers Water Supply Corp.
2032 E Hickory Hill Rd
Argyle, Texas 76226-3125
(940)584-0780
(940)584-0781 Fax
Filed 11/30/2018 TCEQ
Email: Admin@crosstimberswater.com

APPENDIX A - WATER PRO RATA CHARGES AND CREDITS

1. Definitions [See also Sections C and F of this Tariff for additional Definitions.]

The following definitions apply in the construction of this APPENDIX A.

Approach Main

Lines required to interconnect property being developed to the Corporation's existing water system.

Offsite Main

Same as Approach Main.

Onsite Main

Water main(s) required within a Subdivision.

Temporary Line

Any line constructed by an Applicant/Developer as an expedient to allow development of a particular area not specified by the Corporation's Master Development Plan.

Service Connection

A water line extending from a Main Line to the terminal end of the connection at its point of delivery to the consumer's water line. If a meter is installed at the end of the connection, then the Service Connection shall mean the downstream end (tail piece) of the meter.

Developed Area

An area developed pursuant to an approved Final Plat of a Subdivision or as otherwise approved by the Board of Directors at the time of development.

Frontage

Property abutting either side of a water line.

Pro Rata Charge

A charge made against a consumer or property owner to pay for partial reimbursement, replacement or extension of water mains as provided for in this APPENDIX.

Pro Rata Credit

A credit allowed to a consumer or property owner in partial reimbursement for replacement or extension of water mains as provided for in this APPENDIX.

Consumer

The actual user of water from a Corporation Service Connection.

Property Owners

The record titleholder of premises to be served with water from a connection by the Corporation.

Oversize Cost

The difference between the estimated cost of a main to serve additional properties once built and the estimated cost of a main sized only to serve a Subdivision or other specific property.

2. ***Development Responsibility***

All property owners within the Corporation's Service Area shall be partially responsible for water mains running along any platted streets or dedicated right-of-way which fronts their property. Properties which lie on a corner will be responsible for utility lines across both frontages. In the event that no utility lines have been constructed along the frontage of a property, it will be the responsibility of the Applicant/Developer to bring the utilities to his property and across his frontage to the next adjacent property. In the event that lines have already been constructed along the frontage, Pro Rata Charges will be payable according to the terms herein.

3. ***Pro Rata Charges***

The Corporation may, at its option, extend water mains in the streets and alleys (if approved by local governments), or easements, within the Service Area of the Corporation in order to permit connections by an individual person (s) seeking water service. A charge which shall be known as the "Pro Rata Charge" shall be made against each lot or tract of land, and the owner thereof, at the time of platting (or issuance of a Membership, if the property is already platted), shall pay to the Corporation such charge which shall be based on a per front foot basis for water mains and shall include all standard appurtenances, valves, hydrants, and fittings, as determined at the time of completion of such extension. This amount is subject to periodic review and adjustment, based on the original costs of such extension, by the General Manager and CTWSC Engineer. The Corporation shall not impose Pro Rata Charges in excess of the amount the Corporation originally paid for the facilities. In addition to the Pro Rata Charge on water mains, a property owner must pay the Equity Buy-in Fee, Capital Expansion Fee, water tap fee, and Membership fee, road bore (if applicable) fee, etc. as set forth in the Corporation's Tariff at the time water service is requested.

4. ***Extension of Water Mains***

Upon the request of an owner, or his duly authorized agent, of a given lot or tract of land within the Corporation's Service Area and accompanied by the payment of the applicable charges pursuant to the terms of the Corporation's Tariff, the General Manager and CTWSC Engineer will review the Applicant/Developer's request for extension/service. If approved, CTWSC will require the Applicant/Developer to extend or cause to have extended, lay or construct to CTWSC standards, all necessary water mains, including valves and hydrants, the distance up to the property plus the distance across the frontage necessary (see 2. Development Responsibility) to provide the service for which application has been made. The Applicant/Developer to be served shall be required to pay the charges herein provided except that the Corporation will bear the cost of the first two hundred (200) feet to an individual residential service applicant within a platted subdivision as required by 30 TAC 291.86 (d) (1), and subject to the exceptions contained therein. The owners of each intervening property which may be served by the given main extensions shall be required to pay the Pro Rata Charges provided for herein at such time as service is requested for their property. Where an Applicant/Developer for service secures an extension and service under this particular option for main extension, said Applicant/Developer shall bear, after any credits allowed herein, Pro Rata Charges on all property owned by it and which is, or may be served by the requested extension. In applying the 200-foot rule, the required extension of the main shall be figured in such a manner as to leave out the calculation of that portion of any main adjacent to property already having other than a temporary service and for which the Pro Rata Charge thereon has been paid or credited under the terms of this Appendix A.

5. ***Cost of Approach Mains; Pro Rata Credits and Oversizing Costs***

Where extensions of Approach Mains are required to serve property which has been subdivided or platted for development and resale and the Final Plat has been approved by the Board of Directors, the Applicant/Developer shall construct or cause to have constructed, at its sole cost, all necessary

Approach Mains fronting property not owned by the Applicant/Developer but necessary to connect the area for which application is made to the CTWSC water system.

The Applicant/Developer shall have the right to claim reimbursement from the Corporation of a Pro Rata Credit against the costs of construction of Approach Mains. Any Pro Rata Credit to an Applicant/Developer shall not exceed the lesser of (1) the total of Pro Rata Charges collected by the Corporation from third parties within seven (7) years of the date of final inspection and acceptance of the extensions by the Corporation, or (2) the total cost of the actual construction, LESS the portion of the Pro Rata Charge attributable to property owned by the Applicant/Developer.

Pursuant to the terms hereof, the Corporation will reimburse the costs of any over-sizing an Approach Main required by the Corporation in excess of the minimum size of eight inches or such larger size which would otherwise be necessary to service the Applicant/Developer's property or Subdivision.

6. *Cost of Onsite Mains; Oversizing Costs*

The Applicant/Developer will bear the total cost of Onsite Mains throughout an approved Subdivision with sizes to be determined by the Corporation, except that the Corporation shall reimburse the costs of any over-sizing of the Onsite Mains required by the Corporation in excess of the minimum size of eight inches or such larger size which would otherwise be necessary to service the Applicant/Developer's property or Subdivision. The incremental cost to be refunded by the Corporation shall be determined on the basis of the unit price in use by the Corporation at the time of final acceptance of the project.

7. *Lines Abutting Adjacent Cities*

If, and to the extent, that a water line is required to be constructed along a boundary line between the Corporation's Service Area and the Service Area of an adjoining retail water supply entity, the Corporation will reimburse the Applicant/Developer for the cost attributable to one-half of the costs of construction as if the Corporation was the property owner on the opposite side. Notwithstanding the foregoing, the Corporation will not be responsible for such costs unless such line is considered essential to the completion of the Corporation's Master Development Plan. Any refunds will be made according to the terms of 8 hereof.

8. *Corporation Refund Procedures*

Subject to the terms hereof, over-sizing payments and the Corporation's portion of one-sided lines will be refunded by January 1 of each year for the funds due from the previous fiscal year. In the event of a large refund being due, the Board of Directors may elect to distribute the refund over a three-year period with interest thereon from January 1 of the year following the fiscal year in which such obligation was incurred to date of payment at the percentage rate charged on loans to depository institutions by the New York Federal Reserve Bank. This rate is what is commonly called the "federal funds" rate.

9. *Temporary Lines*

Where temporary lines are constructed as an expedient to develop a particular area, such as across easements within the Subdivision of which no frontage can be connected, the Applicant/Developer will bear the total cost without refund. Moreover, the Applicant/Developer or owner will still be liable for Pro Rata Charges on permanent lines when they are installed.

10. *Special Installations*

In the event special installations are proposed by an Applicant/Developer, each shall be considered individually by the Board of Directors with input from the General Manager and the CTWSC Engineer and in light of the requirements of the Corporation's Tariff and these Subdivision Regulations.

11. *Pro Rata Charges for Pre-Existing Mains*

All structures existing or under construction for which all tap fees have already been paid are exempt from Pro Rata Credits. All other properties, including those abutting water mains which have not already paid all tap fees, or previous Pro Rata Charges, shall be required to pay the Pro Rata Charges and all Capital Expansion Fees, water tap fees, etc. and Membership fees before receiving water service.

12. *Purpose of Section, Where Front Foot Rule Is Inequitable*

The intent and purpose of this Appendix A is to provide an equitable charge for water connections as a proportionate distribution of the costs of water main extensions to serve properties in the Corporation's Service Area. In case a property or a tract of land is so situated or shaped that the front foot rule creates an inequitable basis as between it and other tracts of land in the Service Area, then in that event, the Board of Directors shall determine the proper charge in accord with the intent and purpose of this Appendix A. If the Board of Directors determines that the front foot rule is inequitable for a tract of land, a general guideline of one front foot for each 225 square feet of property or a portion thereof will be used. The Board of Directors reserves the right to vary this figure depending on the circumstances.

13. *No Vested Rights*

No person shall acquire any vested right under the terms and provisions of this Appendix A.

14. *Severability Clause*

If any provision herein shall be deemed to be invalid, the same shall not affect the validity of the remaining portions of this Appendix A.

15. *Governing Provisions*

In the event of any conflict between the terms and provisions of this Appendix A and any other provision of this Tariff, the terms hereof shall control.

SECTION G – RATES AND SERVICE FEES

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

1. Service Investigation Fee.

The Corporation shall conduct a service investigation for each service application submitted at the Corporation Office. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted, and the results reported under the following terms:

- a)* All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
- b)* All Non-Standard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to:
 - i)* Provide cost estimates of the project,
 - ii)* Present detailed plans and specifications as per final plat,
 - iii)* Advertise and accept bids for the project,
 - iv)* Present a Non-Standard Service Contract to the Applicant, and
 - v)* Provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.)

2. Membership Fee.

At the time the application for service is approved, a Membership Fee of \$150.00 must be paid for each lot/tap or meter equivalent before service shall be provided or reserved for the Applicant by the Corporation. A Membership Fee may be transferred or refunded.

3. Installation Fee.

The Corporation shall charge an Installation Fee of \$1,200.00 for a standard 5/8 X 3/4" residential meter. If the Corporation's engineer determines a need for a larger meter, the applicant shall pay the additional cost of material and labor. This fee is non-refundable. If a

road has to be bored to bring water service to the applicant's property, the Corporation shall charge a fee equal to the current market cost incurred by CTWSC for the road bore.

4. Equity Buy-In.

a. General Requirement.

At this time, in addition to the Membership Fee and the Installation Fee, each Applicant shall be required to contribute a non-refundable Equity Buy-In Fee based on the equivalent service unit factor as follows:

5/8 by 3/4-inch meter	\$ 7,985.00
1 inch meter	\$13,308.33
1 1/2-inch meter	\$26,616.65
2-inch meter	\$42,586.64
3-inch meter	\$85,173.28

One-half of the above fees shall be paid prior to beginning of construction of a subdivision. This portion is non-refundable in the event that the subdivision is not completed. The balance of this fee shall be paid prior to issuance of any Membership or meter tap for a lot in the subdivision. In the event of a subsequent change in the Equity Buy-In Fee, those subdivisions/properties in which a portion (½ of total per lot) of the fee has been paid, will be

required to pay the difference between the previous portion paid and the current fee charged at the time a meter tap/set is requested.

The Equity Buy-In Fee is restricted for the addition of facilities, new sources of water, and capital improvement of existing water facilities. This fee is non-refundable.

b. Formula – Equity Buy-In Fee

The formula for calculating the Equity Buy-In Fee annually is as follows:

Capital Contributed to-date by Members

Add:	Fixed Assets of Corporation
	Cash Restricted for Capital Improvement
	Cash Restricted for Loan Compliance
Less:	Accumulated Depreciation
	<u>Outstanding Long-Term Debt</u>
Equals:	Total Corporate Equity
Less:	<u>Developer’s Capital Contribution</u>
Equals:	Net Equity
Divided By:	<u>Current Membership</u>
Equals:	<u>Net Equity Buy-Fee</u>

5. Monthly Charge.

a. Single Family Residential.

(1) Base Service Charge.

The Base Service Charge is based on the equivalent service unit factor.

Meter Size:	
5/8” x 3/4”	\$ 40.00
1”	\$ 66.80
1 1/2”	\$133.20
2”	\$213.20
3”	\$400.00

(2) Gallonage Charges.

In addition to the Monthly Base Service Charge, a gallonage charge shall be applied for each billing cycle as follows:

001 to	5,000 Gallons	\$ 3.65 per thousand gallons
5,001 to	20,000 Gallons	\$ 4.70 per thousand gallons
20,001 to	40,000 Gallons	\$ 5.75 per thousand gallons
40,001 to	50,000 Gallons	\$ 8.00 per thousand gallons
Over 50,001	Gallons	\$ 9.00 per thousand gallons

b. Commercial

(1) Base Service Charge.

The Base Service Charge is based on the equivalent service unit factor.

Meter Size:

5/8" x 3/4"	\$ 40.00
1"	\$ 66.80
1 1/2"	\$133.20
2"	\$213.20
3"	\$400.00

(2) Gallonage Charges.

In addition to the Monthly Base Service Charge, a gallonage charge shall be applied for each billing cycle as follows:

001 to	5,000 Gallons	\$ 3.65 per thousand gallons
5,001 to	20,000 Gallons	\$ 4.70 per thousand gallons
20,001 to	40,000 Gallons	\$ 5.75 per thousand gallons
40,001 to	50,000 Gallons	\$ 8.00 per thousand gallons
Over 50,001	Gallons	\$ 9.00 per thousand gallons

Multi-Unit Mobile Home Park

(1) Base Service Charge.

The Base Service Charge is \$40.00 times (X's) number of Coaches.

(2) Gallonage Charges.

In addition to the Monthly Base Service Charge, a gallonage charge shall be applied for each billing cycle as follows:

#__ of trailers times 20,000 Gallons = Maximum Total gallons at \$3.65 rate.

001 to	5,000 Gallons	\$ 3.65 per thousand gallons
5,001 to	20,000 Gallons	\$ 4.70 per thousand gallons
20,001 to	40,000 Gallons	\$ 5.75 per thousand gallons
40,001 to	60,000 Gallons	\$ 8.00 per thousand gallons
Over 60,001	Gallons	\$ 9.00 per thousand gallons

Service Reservation Fees

The monthly charge for each active account at a specific location for which a meter has not been installed, but for which the Corporation and the Applicant have entered into agreement and/or contract for reserved service, shall be the Corporation's Base Service Charge.

e. Monthly Regulatory Assessment

Texas Natural Resource Conservation Commission (TNRCC) Regulatory Assessment. Senate Bill No. 2, passed by the 72nd Texas Legislature in Special Session, and signed by the Governor on August 13, 1991, amended the Texas Water Code to require certain providers of potable water or sewer utility service to collect a monthly regulatory assessment from each retail customer. The assessment is equal to one-half of one percent of the water charge by water supply corporations (WSCs). The TNRCC Assessment (now TCEQ Assessment) will be listed as a separate item on the customer's bill.

6. Late Payment Fee.

Once per billing period, a penalty of five percent (5%) will be applied to unpaid balances.

7. Returned Check Fee.

In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$25.00.

8. Reconnect Fee.

The Corporation shall charge a fee of \$25.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for re-service activation.

9. Service Trip Fee.

The Corporation shall charge a trip fee of \$25.00 for any service trip to the Member/Customer's tap for the purpose of disconnecting or collecting payment for services.

9. Collection Fee.

In the event a Membership is discontinued or forfeited, as provided by CTWSC's tariff, and the account remains unpaid for 45 days from the date of discontinuance or forfeiture, the account shall be referred for collection for non-payment. The Corporation shall charge to the customer all costs of collection, reasonable attorney's fees and court costs in the event an account is referred for collection.

10. Equipment Damage or Loss Fee.

If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other 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/Customer. 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/Customer shall be liable for all labor and material charges incurred as a result of said acts or negligence. If the Corporation's fire hydrant meter and equipment has been lost or damaged, a fee equal to the actual costs for replacing the equipment shall be charged and the Member/Customer shall be provided an itemized list of the costs incurred.

11. Meter Testing Fee.

The Corporation shall test a Member/Customer's meter upon written request of the Member/Customer. Under the terms of this Tariff, a charge equal to the costs incurred by CTWSC shall be imposed if the meter test is accurate.

12. Membership Transfer Fee.

An applicant for service who is a Transferee shall complete all required application forms, etc. and a Transfer Fee of \$25.00 shall be paid either by the Transferor or the Transferee.

13. Water Conservation Violation Fee.

Any Member who is observed by the Corporation as in violation of the Water Conservation Plan shall be subject to a \$75.00 meter-locking fee.

14. Filing Fees.

See Section F. 14. Subdivision Regulations.

15. Inspection Fees.

See Section F. 14. Subdivision Regulations.

16. Pro Rata Fees.

See Appendix A, Section F Subdivision Regulations.

17. Subdivision Regulation Copy Fee.

Any Member/Customer who requests a copy shall be assessed a \$10.00 fee.

18. Revision History – Section G RATES AND SERVICE FEES

a. Membership Fee

Membership Fee revised: DECEMBER 10, 2001

b. Installation and Road Bore Fee

Installation and Road Bore Fee adopted: JUNE 11, 2001

Installation and Road Bore Fee revised: July 1, 2011

Installation and Road Bore Fee revised: July 1, 2016

c. Equity Buy In Fee

Equity Buy-In Fee formula adopted: DECEMBER 11, 1995

Equity Buy-In Fee based on equivalent service unit factor adopted: OCTOBER 8, 1998

Equity Buy-In Fee adopted: FEBRUARY 10, 2004

Equity Buy-In Fee revised: MAY 19, 2008

Equity Buy-In Fee revised: MAY 18, 2009

Equity Buy-In Fee revised: JULY 1, 2011

Equity Buy-In Fee revised: JUNE 1, 2012

Equity Buy-In Fee revised: JUNE 1, 2014

Equity Buy-In Fee revised: JULY 1, 2016

Equity Buy-In Fee revised: JUNE 1, 2024

d. Monthly Charge: Single Family Residential and Commercial

Single family residential and commercial rate adopted November 14, 2022, to be effective on the January 2023 bills.

e. Monthly Charge: Multi-Unit and Mobile Home Park Rates

Adopted: November 14, 2022, to be effective on the January 2023 bills.

f. Service Trip Fee

Adopted: June 11, 2001

g. Equipment Damage or Loss Fee

Adopted: June 11, 2001

Revised: July 1, 2011

SECTION H – DEMAND MANAGEMENT PLAN

Cross Timbers Water Supply Corporation’s Four (4) Stage Emergency Water Demand Management Plan is an attempt to distribute water adequately and equally to each Member during times when the supply may be low due to weather conditions and/or mechanical failures. Please keep this information for your reference. Become familiar with the Emergency Water Demand Management Plan and comply with the Stages as stated.

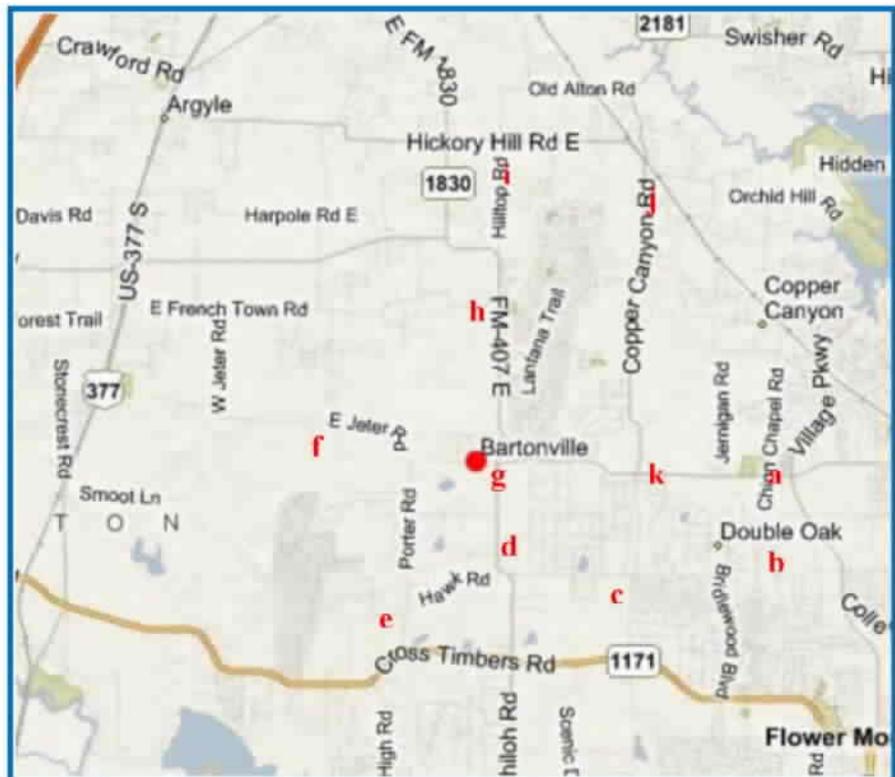
1. Four (4) Stages of the Emergency Water Demand Management Plan

STAGE 1	GREEN		VOLUNTARY
STAGE 2	YELLOW		BASED ON ODD/EVEN DIGITS OF ADDRESS NO SUNDAY WATERING
STAGE 3	ORANGE		DESIGNATED ZONE WATERING
STAGE 4	RED		OUTSIDE WATERING PROHIBITED

2. Location of Emergency Water Demand Signage

Members will observe color-coded signs that are located at the following major entrances and access roads for stage changes. Please see sign location map.

- a. FM 407/ Justin Road & Chinn Chapel Road Intersection
- b. Chinn Chapel & Waketon Road Intersection
- c. Kings Road & Lusk Lane Intersection
- d. Shiloh Road near Well Pump Station
- e. North of Red Rock Lane & Rockgate Road Intersection
- f. Jeter Road & Gibbons Road Intersection
- g. E. FM 407/Justin Rd, McMakin & Jeter Road intersection
- h. FM 407/ North of Saddlebrook Estates
- i. Hilltop Road & Hickory Hill Road Intersection
- j. Copper Canyon Road & Orchid Hill Lane Intersection



k. FM 407/ Justin Rd & Copper Canyon Road Intersection

Your cooperation is the key to the success or failure of the Emergency Water Demand Management Plan. Please set a good example by following the plan and encourage your neighbors to water on their designated days. If everyone complies, no family should be without water for basic needs.

Any questions should be directed to the Cross Timbers Water Supply Corporation's office at (940)584-0780 or in person at the Corporation's office located at 2032 E Hickory Hill Rd between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

3. **Objectives of Plan**

- a. Decrease magnitude of seasonal peaks
- b. Reduce waste of water
- c. Decrease daily consumption to levels consistent with water supply availability
- d. Ensure all Members/Customers have a safe and adequate supply for household use and livestock watering
- e. Execute the plan in a fair and consistent manner

4. **Plan Implementation**

Each Member is given online access to an Emergency Water Demand Management Plan when they make application for service and sign a service agreement.

Revised plans will be published on our web site at www.crosstimberswater.com.

The General Manager recommends Stage changes to the President of the Board of Directors for approval or disapproval.

5. **Violations**

The General Manager has the authority to authorize the locking of water meters for violations of the plan. Water meters will be unlocked after a locking fee of \$75.00 is paid.

6. **Permitted and Prohibited Activities**

a. **STAGE 1: GREEN** ⇨ **VOLUNTARY**

- 1) *Voluntary Water conservation*
- 2) *Suggested watering times to avoid*

- a. Peak demand times (10 a.m. to 6 p.m.), middle of the day, and during high winds.

Continuing water conservation and irrigation education is available for review on our website, www.crosstimberswater.com

b. **STAGE 2: YELLOW** ⇨ **ODD/EVEN DAYS**

- 1) *Odd/Even Outside Watering by Last Digit of Address*

- a) Odd numbered last digits of address will water on Monday, Wednesday and Friday.
- b) Even numbered last digits of address will water on Tuesday, Thursday and Saturday.

- 2) *Permitted Activities*

- a) Trees, gardens, shrubs can be watered daily if hand-held hose, drip irrigation or soaker hose is used.

- b) Filling of new pools must be scheduled and three (3) days written notice must be given to Cross Timbers Water Supply Corporation's office date. A time will be determined and assigned.
- c) Lawns that have just been seeded, sodded or mulched can be mechanically watered daily for a maximum of two (2) weeks after application
- d) Avoid watering during the following hours 10 a.m. to 6 p.m.

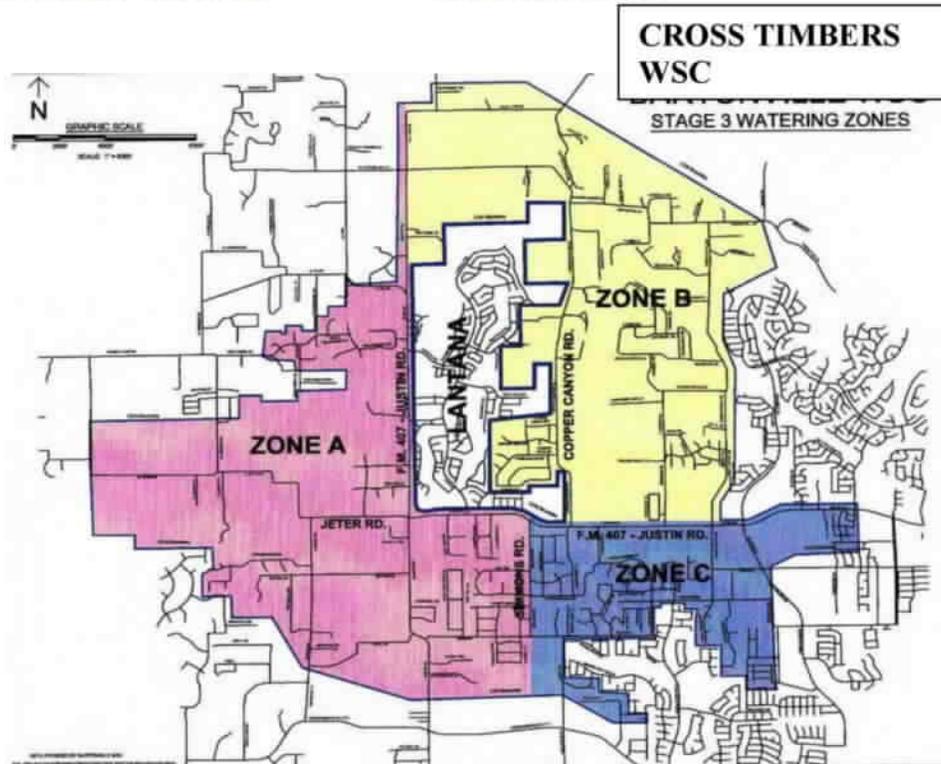
4) **Prohibited Activities**

- a) Washing of driveways, sidewalks and vehicles except on designated odd/even days (last digit of address)

Violators will be educated on the Stage 2 requirements with four (4) email warnings. After four (4) warnings the Member will be fined \$75. This will be added to the current month's bill.

To view Cross Timbers Water Supply Water Demand Management Plan please visit our website, www.crosstimberswater.com.

c. **STAGE 3: ORANGE** → **ZONE WATERING**



- 1) *Effective immediately, no watering Saturdays, Sundays, Tuesdays and Thursdays.*
- 2) *All Members are in an assigned letter zone*

Please refer to the map for your assigned zone. Your zone is determined by your location within CTWSC's service area boundary.

ZONE A: Members in Bartonville area as shown in the pink shaded area on the Zone map.

ZONE B: Members in Copper Canyon, Highland Village, Flower Mound and Unincorporated Denton County as shown in the yellow shaded area on the Zone map.

ZONE C: Members in Double Oak area as shown in the blue shaded area on the Zone map.

ASSIGNED WATERING DAY BY COLORED ZONE

ZONE A PINK MONDAY	ZONE B YELLOW WEDNESDAY	ZONE C BLUE FRIDAY
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- 3) *No watering between 6 a.m. and 7 p.m..*
- 4) *No new lawn exemptions*
- 5) *Soaker hoses and drip system irrigation are permitted daily.*
- 6) *Manual hose and sprinkler are permitted between 7 p.m. and 6 a.m. daily.*
- 7) *Any runoff water is prohibited; example: Washing of sidewalks, driveways, and cars.*
- 8) *Swimming Pools*
 - a. *Filling of swimming pools must be scheduled, and three days written notice must be given to Cross Timbers Water Supply Corporation's office.*
 - b. *A date and time will be determined and assigned.*
- 9) *Any Member with a private well will need to post a sign "Private Well: in their front yard.*

Violators will be given a two (2) time education/warning via email on the Stage 3 requirements. After the two (2) time warning, there will be a \$150 fine that will increase by \$50 for every additional violation. The fine will be added to the current month's bill. After four(4) notifications of violation and fines, a Member will be subject to a flow restriction device. This will only deliver the water needed for health and safety purposes. In order to have the flow restrictor remove, the Member will need to pay any outstanding fines and a \$75 fee for removal of the restrictor. Should a subsequent violation occur after the flow restrictor is removed, the flow restrictor will be re-installed for the duration of the water restrictions in Stage 3.

To view Cross Timbers Water Supply Water Demand Management Plan please visit our website www.corsstimberswater.com.

d. STAGE 4: RED  WATERING PROHIBITED

- 1) All outside watering of lawns, shrubs, gardens is prohibited**
- 2) Washing of vehicles is prohibited**
- 3) Refilling of drained pools is prohibited**
- 4) Filling of new pools is prohibited**
- 5) No New Lawn Exemptions exist in Stage 4**
- 6) No construction water meter use allowed; meters will be locked**
- 7) Any Member with a private well will need to post a sign "Private Well" in their front yard.**

Violators will be given a one (1) time education/warning via email on the Stage 4 requirements. After the one (1) time warning, there will be a \$250 fine that will increase by \$100 for every additional violation. The fine will be added to the current month's bill. After three (3) notifications of violation and fines, the Member is subject to a flow restriction device. This will only deliver the water needed for health and safety purposes and will remain in place for the duration of water restrictions in Stage 4.

To view Cross Timbers Water Supply Water Demand Management Plan please visit our website www.crosstimberswater.com.

7) Revision History – Section H DEMAND MANAGEMENT PLAN.

Original: OCTOBER 1993 - Revisions: MARCH 2000, NOVEMBER 2007, JULY 2013, AUGUST 2018, JULY 2022, AUGUST 2022

TARIFF FILING REQUIREMENTS

May 24, 2024

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

PUC Control Number 43195

Cross Timbers Water Supply Corporation CCN 10197

Pursuant to Texas Waer Code Section 13.136(c) and 16 TAC Section 24.21(j), enclosed is one copy of the revised Tariff for Cross Timbers Waer Supply Corporation provided for informational purposes.

The effective date was changed on the title page. The revisions footnote on Table of Contents pages i through x and on pages 1 through 50 was changed. Pages 38, 44, and 45 were changed to reflect new Water Tap fee, Installation fee and Equity buy-in fee. Page 49, section 18c, added current Equity Buy-In Fee Revised Date.

Sincerely,

Chad Wolf, General Manager
Authorized representative of Cross Timbers Water Supply Corporation