

Control Number: 43546



Item Number: 1

Addendum StartPage: 0

House Bill (HB) 1600 and Senate Bill (SB) 567 83<sup>rd</sup>  
Legislature, Regular Session, transferred the functions  
relating to the economic regulation of water and sewer  
utilities from the TCEQ to the PUC effective  
September 1, 2014.

43546

CCN #10855 CO

Kathleen Hartnett White, *Chairman*  
R. B. "Ralph" Marquez, *Commissioner*  
Larry R. Soward, *Commissioner*  
Margaret Hoffman, *Executive Director*



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PUBLIC UTILITY COMMISSION  
FILING CLERK

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

June 7, 2004

Jackie Poteet, General Manager  
Combined Consumers Water Supply Corporation  
P.O. Box 2829  
Quinlan, Texas 75474-2829

Re: Amended Tariff Submitted by Combined Consumers Water Supply Corporation (WSC), Certificate of Convenience and Necessity Number 10855.

CN:600626584 RN:101178788

Dear Ms. Poteet:

This letter is to acknowledge receipt of an amended tariff for Combined Consumers WSC received by the Commission on May 4, 2004. We will file this amended tariff in the files of the Utilities & Districts Section of the Water Supply Division.

These records are only up to date to the extent that you provide the Commission with changes and revisions. We appreciate your efforts which help to keep our files current.

If I may be of further assistance, please contact me at 512/239-6846 or by email at [eflores@tceq.state.tx.us](mailto:eflores@tceq.state.tx.us) or if by correspondence please add Mail Code 153 to the letterhead address below.

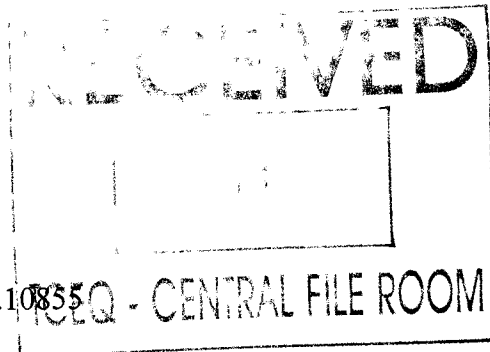
Sincerely,

A handwritten signature in cursive script, reading "Elizabeth Flores".

Elizabeth Flores  
Utilities & Districts Section, MC 153  
Water Supply Division

EF/ac

cc: TCEQ Files- Combined Consumers WSC; CCN No. 10855





**COMBINED CONSUMERS WATER SUPPLY CORPORATION**

10446 Highway 751

P.O. Box 2829

Quinlan, Texas 75474-2829

Phone (903) 356-3321 Fax (903) 356-3322

(800) 545-4517

**MEMO**

**DATE:** April 27, 2004


**TO:** Texas Commission on Environmental Quality  
Utilities & Districts Section, MC 153  
P. O. Box 13088  
Austin, Texas 78711-3088

**SUBJECT:** Revised Tariff

Please accept for filing the enclosed amended Tariff approved during the regular scheduled Board of Directors meeting February 26, 2004. The revisions include a rate increase as well as other wording as recommended by our attorney.

If you should have any questions, please give me a call.

Sincerely,

  
Jackie Poteet  
General Manager

MAY 04 2004

**TARIFF**

**OBsolete**

DATE 5/28/04 FILE 10855

FOR THE

**COMBINED CONSUMERS  
WATER SUPPLY CORPORATION**

Located in

**HUNT and VAN ZANDT COUNTIES, TEXAS**

**Approved September 18, 2000**

**Amended November 20, 2000**

**Revised November 19, 2001**

**DBI**

**Daniel & Brown Inc.**

Engineers/Consultants/Planners

P.O. Box 606, Farmersville, Texas

75442

972-784-7777

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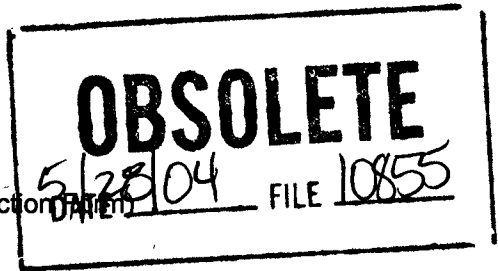
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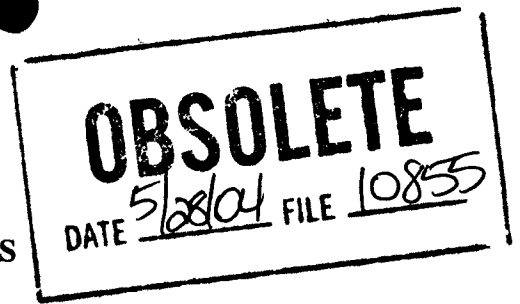
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**SECTION A.**  
**RESOLUTION**



**THE BOARD OF DIRECTORS  
OF  
COMBINED CONSUMERS WATER SUPPLY CORPORATION  
ESTABLISHES THAT:**

1. This Tariff of the Combined Consumers Water Supply Corporation, serving in Hunt and Van Zandt Counties consisting of Sections A. through H. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of the 18<sup>TH</sup> day of September, 2000.
2. Only those preexisting written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the Tariff from time to time.
3. The adoption 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.

PASSED and APPROVED this 18th day of September, 2000.

\_\_\_\_\_  
Wayne E. Johnson, Secretary/Treasurer  
Combined Consumers Water Supply Corporation

ATTEST:

\_\_\_\_\_  
Jackie Poteet, General Manager  
Combined Consumers Water Supply Corporation

Approved \_\_\_\_\_  
Combined Consumers WSC

**SECTION B.**  
**STATEMENTS**

**OBSOLETE**

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1. **Organization.** The Combined Consumers Water Supply Corporation is ~~a member-owned, non-profit corporation~~ incorporated pursuant to the Water Supply/Sewer Service Corporation Act, Article 1434a, Tex. Rev. Civ. Stat. (West 1980, Vernon Supp. 1996 as amended) and as supplemented by the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. Ann., Article 1396-1.01, et seq. (West 1980, Vernon Supp. 1996 as amended) 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 services provided by the Combined Consumers Water Supply Corporation, also referred to as Corporation or Combined Consumers WSC. Failure on the part of the Member, Consumer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.
4. **Corporation Bylaws.** The Corporation Members have adopted bylaws (see Article 1396-2.09) which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation's office.
5. **Fire Protection Responsibility.** The Corporation does not provide nor imply that fire protection is available on any of the distribution system. All hydrants or flush valves are for the operation and maintenance of the system and may be used for refill only by authorized fire departments. The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.
6. **Damage Liability.** The Combined Consumers WSC is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limits of liability of the Combined Consumers WSC is the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability.
7. **Information Disclosure.** The records of the Corporation shall be kept in the Corporation office. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Open Records Act. An individual customer may request in writing that their name, address, telephone number, or social security number be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members. The Corporation shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.
8. **Customer Notice Provisions.** The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all consumers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
9. **Grievance Procedures.** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:
  - a. By presentation of concerns to the Corporation's 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. **Plumbing Standards.** The Corporation adopts applicable sections of the Uniform Plumbing Code as guidance in the design, installation, and maintenance of plumbing systems and service facilities connecting or connected to the utility's water facilities, to the extent appropriate under the applicable state and regulations governing public water and sewer utility systems. Any Member may be required to retrofit plumbing systems and service facilities as determined to be necessary by the Corporation for the purposes of compliance with the Uniform Plumbing Code. (30 TAC 290.46(i))

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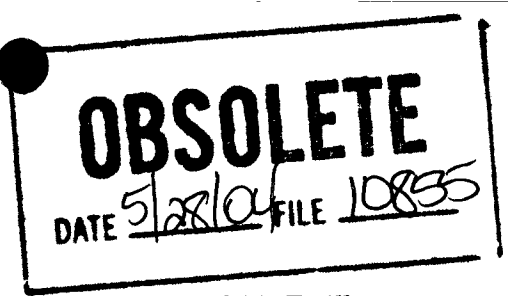
11. **Customer Service Inspections.** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross-connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(i-j))

12. **Backflow Prevention Policy.** The Corporation requires that all backflow prevention assemblies must be tested upon installation by a recognized backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against high health hazards must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention device tester. (30 TAC 290.44(h)(4))

The Corporation also requires that a test report must be completed by the recognized backflow prevention assembly tester for each assembly tested. The signed and dated original must be submitted to Combined Consumers WSC for record keeping purposes. (30 TAC 290.44(h)(4)(D))

Backflow prevention assembly test and maintenance reports must be retained for a minimum of three (3) years. Combined Consumers WSC must provide these records to TNRCC staff for inspection upon request. (30 TAC 290.44(h)(4)(E)) (Ref. Section E-23, Pages 8, 9)

## **SECTION C.** **DEFINITIONS**



**Active Service** -- Status of any Member receiving authorized service under the provisions of this Tariff.

**Applicant** -- Person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Water Supply Corporation.

**Board of Directors** -- The governing body elected by the Members of the Water Supply Corporation.  
(Art. 1396-1.02 (7))

**Bylaws** -- The rules pertaining to the governing of the Water Supply Corporation adopted by the Corporation Members.  
(Art. 1396-1.02 (5))

**Certificate of Convenience and Necessity (CCN)** -- The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for the Water Supply Corporation to provide water utility service within a defined territory. The Water Supply Corporation has been issued Certificate Number 10855. Territory defined in the CCN shall be the Certificated Service Area. (See Section D. Certificated Service Area Map)

**Corporation or Water Supply Corporation** -- The Combined Consumers Water Supply Corporation. (Section B. 3 of this Tariff)

**Developer** -- Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests more than two (2) water or sewer service connections on a single contiguous tract of land [as defined in Chapter 13.2502 (e)(1) of the 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 and or sewer pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable). This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. (See Sample Application Packet)

**Equity Buy-In (Impact) Fee** -- A fee assessed of new Applicants for service for the purpose of acquiring capital to defray the costs of expanding the system facilities in order to meet the customer growth needs of the Corporation. This fee is charged for each meter equivalent or service unit for which service has been requested. (Section G. 5., also see Miscellaneous)

**Final Plat** -- A complete plan for the subdivision of a tract of land. The Combined Consumers Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. (30 TAC 291.85)

**Hazardous Condition** -- A condition which jeopardizes the health and welfare of the Members/Consumers of the Corporation as determined by the Corporation or regulatory authority.

**Indication of Interest Fee** -- A fee paid by a potential Member of the Corporation for the purpose of determining the feasibility of a construction and /or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available. This also applies to applicants applying for, or receiving, Temporary Service. (Section E. 6. b.)

**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 that has qualified for service and received a Membership in accordance with the Corporation's Tariff.

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**Membership Certificate** -- A non-interest bearing stock certificate purchased from the Corporation evidencing a Member's interest in the Corporation. (See Tariff Section E. 6 b and ART. 1396-2.08 D)

**Membership Fee** -- A fee qualified as such under the terms of the Tariff and the Bylaws of the Corporation assigned to the real estate designated to receive service. The Membership Fee shall be refundable upon termination of service and surrendering the Membership Certificate. (30 TAC 291.3 Definitions, Texas Water Code 13.043(g), Article 1434a, Tex. Rev. Civ. Stat. Sec. 9. A. (c))

**Proof of Ownership** -- Article 1434a, Tex. Rev. Civ. Stat. Sec. 9A(c) gives authority to the corporation to require ownership of real estate designated to receive service as a condition of membership and service. 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.

**Renter** -- A consumer who rents or leases property from a Member or who may otherwise be termed a tenant. (Section E. 7.)

**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 Section E. 3. b., E. 4. b.)

**Reserved Service Fee** -- A monthly charge assessed for each property where service is being reserved. (See Sections E.1. 3b, G. 2. 10.)

**Service Availability Charge** -- (Also known as "minimum monthly charge", "minimum", or the "base rate") The monthly charge assessed each Member/Customer for the opportunity of receiving service. The Service Availability Charge is a fixed rate based upon the meter, service size, or equivalent dwelling unit(s).

**Service Application and Agreement** -- A written agreement between the Member/Applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished. (See Sample Application Packet or Non-Standard Service Contract)

**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 Section G. 6. a.)

**Subdivide** -- Means to divide the surface area of land into lots intended primarily for residential use. (Local Government Code Chapter 232, Section 232.021 Definitions)

**Subdivider** -- Means 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** -- Means an area of land that has been subdivided into lots for sale or lease. (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, Board approved, Tariff is on file at the Corporation office and as required since September 1, 1989 at the State office of the TNRCC.

**Temporary Service** -- The classification assigned an applicant that is in the process of construction or moving into an existing service location. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The length of time associated with this classification will be set by the Board. This classification will change to permanent service after requirements in Section E. 1, E. 2, E. 3, and E. 5 are met. Applicant must have paid an Indication of Interest Fee.

**Texas Natural Resource Conservation Commission (TNRCC)** -- State regulatory agency having jurisdiction of water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Water and Sewer Service Corporations. (30 TAC - Texas Administrative Code)

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**Transferee** -- An Applicant receiving a Membership in the Water Supply Corporation ~~by legal means from a person~~ or entity desiring to forfeit and transfer current rights of Membership to another person or entity. (see Section E. 6 c., Miscellaneous Transaction Forms)

**Transferor** -- A Member who transfers Membership by legal means to another person or entity desiring to qualify for service at a property for which the Membership is currently issued to the Corporation. (Art. 1434a Sec.9A)

SECTION D.  
GEOGRAPHIC AREA SERVED

**OBSOLETE**

DATE 5/28/04 FILE 10855

Combined Consumers WSC Certificate of Convenience and Necessity (CCN) number 10855  
serve areas located in Hunt and Van Zandt counties.

A map is available for viewing at the Corporation office located at 10446 Highway 751 from  
9:00 a.m. to 4:00 p.m. Monday through Friday, with the exception of holidays or emergencies.

**SECTION E.  
SERVICE RULES AND REGULATIONS**

**OBSOLETE**

DATE 5/28/04 FILE 10835

1. **Service Entitlement.** An Applicant 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. **Application Procedures and Requirements.** For the purposes of this Tariff, service requested by an Applicant shall be for real estate designated to receive the service provided by the Corporation and shall be divided into the following two classes:
  - a. **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" or 3/4" sized water meter services set on existing pipelines.
  - b. **Non-Standard Service** is defined as any service request that requires a larger meter service or an addition to the supply, storage and/or distribution/collection system. The service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service.
  - c. **Requirements for Standard and Non-Standard Service.**
    - 1) The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant. (See Sample Application)
    - 2) A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, required by the Corporation as a condition for service, must be completed by the Applicant for the purpose of allowing present or future facility additions. (See Sample Application), 30 TAC 290.47 Appendix C., Water Code Section 49.218) **NOTE:** This requirement may be delayed for Non-Standard Service requests.
    - 3) The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of fee simple title to the real estate designated to receive service. (ART. 1434a, Sec.9A. (c) Vernon's Tex. Civ. Stat., 13.002 (11) of the Texas Water Code)
    - 4) 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))
    - 5) If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal recorded in public records file, the Applicant, prior to receiving the requested service, shall grant easement to the Corporation. In addition to the normally required fees for service, the Applicant shall pay such sums as are necessary for the removal of the water main from the public right-of-way and for relocation onto the Applicant's property pursuant to such easement. (See Miscellaneous Transaction Forms)
    - 6) If an Applicant/Transferee fails to provide all documentation required at the time of application, the Corporation will issue written notice informing the applicant they have 10 days in which to provide the proper information or the service will be terminated. This will apply to Standard or Non-Standard Service request(s). (See Miscellaneous Transaction Forms – APPLICANT'S NOTICE OF INSUFFICIENT INFORMATION)
3. **Activation of Standard Service.**
  - a. **New Tap --** The Corporation shall charge a non-refundable service installation fee as required under Section G of this tariff. The service installation fee shall be quoted in writing to the Applicant. 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, and costs necessary to restore service and reinstate a liquidated account to an active status as provided in Section E.6.e. (See Sections E.1. 3b, E.6.e., G.3.10). In addition, the Corporation shall charge



accumulated Reserved Service Fees that have been entered on the in-active account as monthly debits. This is allowing the Corporation to recover the costs of reserving capacity at the location for which re-service has been requested. If restoration of service is not requested, this fee will accumulate monthly until the total balance of Reserved Service Fees equals the amount of the Equity Buy-In Fee previously paid for service to the property. After this time the service equipment may be removed by the Corporation and future request for service shall be treated as a new application. (see Miscellaneous Section)

- c. **Reserved Service Fee** -- On property where service previously existed a fee of \$25 per month but not to exceed the Equity Buy-In Fee of \$1400. All fees to be paid in advance of installation. (See Sections E.1. 3b,c, G.3.10.11.)
- d. **Performance of Work** -- After approval is granted by proper authorities, all tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative. The tap shall be completed within five (5) working days after approval and receipt of payment of quoted fees. This time may be extended for installation of equipment for Non-Standard Service Request. (See Section F., 30 TAC 291.85)
- e. **Inspection of Customer Service Facilities** -- The property of the Applicant/ Member shall be inspected to insure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Natural Resource Conservation Commission or successor agency. This Customer Service Inspection may be performed by the Corporations's employees, an inspector on behalf of the Corporation or by an inspector secured by the member.(30 TAC 290.46(j) )

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4. **Activation of Non-Standard Service.**

- a. **Activation of Non-Standard Service** shall be conducted as prescribed by terms of Section F of this Tariff.
- b. **Re-Service** - The same terms which apply under the Activation of Standard Service Sub-Section on Re-Servicing shall be applied to Non-Standard Re-Service requests. (Section E. 3. b)

5. **Changes in Service Classification.** If at any time the Corporation determines that the Applicant/Member ~~customer~~ service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff, Sub-Section 15.a.(Examples: addition of lawn or irrigation equipment, poultry or other livestock activities, industry, manufacturing, additional trailer spaces (in an RV or Mobile Home Park) or other water consuming enterprises, etc))

6. **Membership.**

- a. **Eligibility** - Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership Certificates** - Upon qualification for service, qualification for Membership, and payment of the required fees, the Corporation shall issue a refundable Membership Certificate to the Applicant. The Membership Certificate provides proof of Membership in the Corporation and shall entitle the Member to one (1) connection to the Corporation's water utility service and one (1) share of Corporation Stock. The Membership Certificate also entitles the Member to one (1) vote in conducting the affairs of any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. An original or a copy of each Membership Certificate shall be held on file in the Corporation Office. Ownership of more than one (1) Membership Certificate shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. (Art. 1434a Vernon's Tex. Civ. Stat.) Each Membership Certificate and Stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (ART. 1434a, 9A. (c)(e) Vernon's Tex. Civ. Stat.) **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

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completed and the forms are returned as required. (See Section C., Section 15.1, Sub-Section 1. Service Entitlement)

- c. **Transfers of Membership.** (Art. 1434a., Vernon's Tex. Rev. Civ. Stat. Sec. 9A.)
- 1) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:
    - (a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
    - (b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
    - (c) The Membership is transferred without compensation or by sale to the Corporation; or
    - (d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.
  - 2) In the event that Membership is transferred pursuant to the provisions of Sub-Section 6.c.(1) such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall not be binding on the Corporation until such transfer has been approved as provided by Sub-Section 6.c.(3).
  - 3) Qualifications for service upon transfer of Membership set forth in Sub-Section 6.c.(1) and 6.c.(2) shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:
    - (a) A Transfer Authorization Form has been completed by the Transferor and Transferee;
    - (b) The Transferee has completed the required Application Packet;
    - (c) All indebtedness due the Corporation has been paid;
    - (d) The Membership Certificate has been surrendered, properly endorsed, by the Transferor; and
    - (e) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.
  - 4) If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10<sup>th</sup> day according to disconnection with notice requirements. Additional time may be allowed at the directions of the manager or board. (See Miscellaneous Transaction Form – APPLICANT'S NOTICE OF INSUFFICIENT INFORMATION)
- d. **Cancellation of Membership** -- To keep a Membership in good standing, a Service Availability Charge or a Reserved Service Charge 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 Certificate, properly endorsed, 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 Certificate 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 Sub-Section E.3.a. of this Tariff. (Art. 1434a., Vernon's Tex. Rev. Civ. Stat. Sec. 9 A.(d))
- e. **Liquidation Due To Delinquency** -- When the amount of the delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership Certificate, 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 section E, Subsection 15.1a.[4]). 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 Sub-Section E. 3. a. of this Tariff.
- f. **Cancellation Due To Policy Non-Compliance** -- The Corporation may cancel a Membership

anytime a Member fails to comply with policies of the Corporation including but not limited to Member's failure to provide proof of ownership of the property from which the Membership arose. (ART. 1434a., Vernon's Tex. Rev. Civ. Stat. Sec. 9A. (e))

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- g. **Re-assignment of Canceled Membership** -- The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the Membership rights thereby granted to any person who satisfactorily demonstrates eligibility for Membership, including but not limited to proof of ownership of the property from which the Membership arose. (Art. 1434a., Vernon's Tex. Rev. Civ. Stat. Sec. 9A.(e))
  - h. **Mortgaging of Memberships** -- Nothing herein shall prevent a Member from mortgaging his/her Membership. However, notification to the holder of any security interest (mortgagee/lien-holder) of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement. Prior to the cancellation of any Membership as provided under Sub-Section E. 6.d. (Cancellation of Membership), the Corporation will notify the holder of any security interest in the Membership. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the Membership. The Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings or similar legal proceedings by the holder of the security interest.
  - i. **Cancellation and Re-assignment of membership as results of Bankruptcy proceedings** -- When the corporation is notified that a member has filed bankruptcy, the corporation shall cancel the membership for that property and require the receiver or current owner to qualify for membership in accordance with the terms of this Tariff. Notice will be provided to the member filing for bankruptcy allowing 20 days to provide a completed application packet and payment of the required membership fee to the corporation or service will be disconnected according to the terms of this Tariff.
7. **Owners and Renters.** Any Member, renting or leasing real estate property designated to receive service according to the terms of this Tariff to other parties, is responsible for all charges due the Corporation. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation may notify the Member of the renter's past due payment status subject to service charges
8. **Denial of Service.** The Corporation may deny service for the following reasons:
- a. Failure of the Applicant or Transferee to complete all required forms and pay all required fees and charges;
  - b. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
  - c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;
  - d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;
  - e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's Tariff on file with the state regulatory agency governing the service applied for by the Applicant;
  - f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested, and/or
  - g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.
9. **Applicant's or Transferee's Recourse.** In the event the Corporation refuses to serve an Applicant under the provisions of these rules, the Corporation must notify the Applicant, in writing, on the basis of its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.

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

- a. Delinquency in payment for service by a previous occupant of the premises to be served;
- b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
- c. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service or 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 customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service;
- e. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill;
- f. Failure to comply with regulations or rules for anything other than the type of utility service specifically requested including failure to comply with septic tank regulations.

11. **Deferred Payment Agreement.** The Corporation may offer a deferred payment plan to a Member who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any Late Penalty Fees or Interest on the monthly balance to be determined as per agreement. (See Miscellaneous Transaction Forms)

12. **Charge Distribution and Payment Application.**

- a. **The Service Availability Charge or the Reserved Service Charge** is for the billing period within one (1) of the four (4) billing cycles billed in a given month as listed;

	1 <sup>st</sup> Notice Mailed	Payment Due Date	Late Notice Mailed	Lock Date
Cycle 1	10 <sup>th</sup>	25 <sup>th</sup>	26 <sup>th</sup>	6 <sup>th</sup>
Cycle 2	15 <sup>th</sup>	30 <sup>th</sup>	31 <sup>st</sup> /1 <sup>st</sup>	11 <sup>th</sup>
Cycle 3	20 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	16 <sup>th</sup>
Cycle 4	25 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	21 <sup>st</sup>

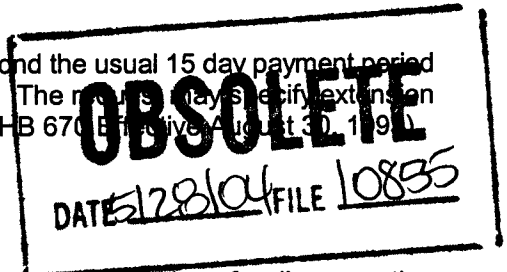
Charges shall be prorated for meter installations and service termination's falling during the billing period. All services shall be subject to this charge whether or not the service is in use by the Member.

- b. **Gallage Charge** shall be billed at the rate specified in Section G and billing shall be calculated in one hundred (100) 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 prior to posting against current billings.

13. **Due Dates, Delinquent Bills, and Service Disconnection Date.** The Corporation shall mail bills on the dates as specified in Item 12 above. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A 5 day grace period may then be allowed for delayed payments prior to mailing of final notices. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

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 rules specify extension of the late payment periods for current and subsequent billings. (HB 670 Effective August 30, 1991)



**14. Rules for Disconnection of Service.** The following describes the rules and conditions for disconnection of water service.

**a. Disconnection With Notice --** Water utility service may be disconnected for any of the following reasons after proper notification has been given within 10 days of mailing (unless other arrangements or extensions have been granted).

- 1) **Returned Checks --** The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. (See Miscellaneous Transaction Forms) Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12 month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a "cash-only" basis for a period of 12 months. **NOTE:** "cash only" means certified check, money order, or cash.
- 2) **Failure** to pay a delinquent account for utility service or failure to comply with the terms of a Deferred Payment Agreement (Miscellaneous Transaction Forms);
- 3) **Violation** of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
- 4) **Failure** of the Member to comply with the terms of the Corporation's Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification. Including but not limited to Failure to provide: an Easement, properly completed documents, etc.)
- 5) **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** by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
- 7) **Failure** of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.

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

- 1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of the Texas Sanitation and Health Protection Law 4477-1, or there is reason to believe a dangerous or hazardous condition exists and the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (Section E. 3. d., E. 24., 30 TAC 290.46 (j) );
- 2) 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) In instances of tampering with the Corporation's meter or equipment, bypassing 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 to pay for merchandise or charges for non-utility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of non-utility service as a condition of service;
  - 2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
  - 3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
  - 4) Failure of the Member to pay the account of another Member as a result of the Member's failure to pay the Corporation has in writing the guarantee as a condition precedent to service;
  - 5) Failure of the Member to pay charges arising from an underbilling due to faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters subsection E. 19. of this Tariff.
  - 6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control;
  - 7) In response to a request for disconnection by an Owner/Member of rental property where the renter is billed directly by the Corporation as authorized by the owner, and the renter's account is not scheduled for disconnection under the Rules for Disconnection of Service in this Tariff.
- d. **Disconnection on Holidays and Weekends** -- Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.
- e. **Disconnection Due to Utility Abandonment** -- The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the Texas Natural Resource Conservation Commission.
- f. **Disconnection for Ill and Disabled** -- The Corporation may not discontinue service to a delinquent residential Member permanently residing in an individually metered dwelling unit when that Member 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 seeks to avoid termination of service under this Sub-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 (See Miscellaneous Transaction Forms).
- g. **Disconnection of Master-Metered Accounts and Non-Standard Services** -- When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply: (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 at notices, stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
  - 3) The tenants may pay the Corporation for any delinquent bill in behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. **Disconnection of Temporary Service** -- When an applicant with a Temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff service may be terminated with notice.

15. **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.

16. **Disputed Bills.** In the event of a dispute between the Member 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. All disputes under this Sub-Section must be submitted to the Corporation, in writing, prior to the due date posted on said bill except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided under Sub-Section 6.h.

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17. **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 three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

18. **Bill Adjustment Due To Meter Error.** The Corporation shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months but not extending beyond current Membership except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided under Sub-Section 6.h. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test.

19. **Meter Tampering and Diversion –CRIMINAL MISCHIEF.** 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:

- removing a locking or shut-off devise used by the Corporation to discontinue service,
- physically disorienting the meter,
- attaching objects to the meter to divert service or to by-pass,
- inserting objects into the meter,
- and other electrical and mechanical means of tampering with, by-passing, or diverting service, or
- the use of unauthorized taps or connections to any corporation pipe(s) or appurtenances to acquire water or service. (Flush Valves, tanks, wells, treatment plants, water mains or service lines.)

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 28.03. (Is a Class A Misdemeanor)

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

- No transfer of Membership is involved;
- An easement for the proposed location has been granted to the Corporation;
- The Member pays the actual cost of relocation plus administrative fees, and
- Service capacity is available at proposed location.

21. **Prohibition of Multiple Connections To A Single Tap.** 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 (This refers to Section E. 2. c. (4)). Any unauthorized submetering 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.

**22. Member's Responsibility.**

- The Member shall provide access to the meter as per service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the

Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, their service shall be discontinued and the meter removed with no further notice. (Section E. 3. d.)

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- b. The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.
  - c. A Member owning more than one (1) Membership Certificate shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.
  - d. The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter 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. Corporation shall require each Member to have a cut-off valve on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. *(This additional cut-off valve may be installed as a part of the original meter installation by the Corporation.)* However, all attachments past the water meter will be the Member's responsibility immediately upon water service connection.

23. **Prohibition of Backflow/Inter-connections:** The Corporation is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. This Tariff serves as notice to each customer of the plumbing 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 plumbing practices are prohibited by state regulations:

a. **All connections shall be designed to ensure against 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

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
2. 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.
3. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
4. 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 and shall be a minimum of SDR-26 PVC pipe. (30 TAC 290.46)

The Member shall allow his property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices, which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and



maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

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

**OBSOLETE**

DATE 5/28/04 FILE 10855

1. **Corporation's Limitations.** All Applicants shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness. The Corporation is not required to extend retail utility service to an Applicant in a subdivision where the responsible party (Applicant/Developer) of the applicable property (subdivision) has failed to comply with the terms of this policy. 13.2502 of the Texas Water Code requires that notice be given herein or by publication (See Miscellaneous Transaction Forms) or by alternative means to the Developers/Applicants. (Also see Section F. 11.)
2. **Purpose.** It is the purpose of this Section to define the process by which the specific terms and conditions for service to subdivisions are determined including the Developer's and the Corporation's respective costs.
3. **Application of Rules.** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.
4. **Non-Standard Service Application.** The Applicant shall meet the following requirements prior to the initiation of a Service Contract by the Corporation:
  - a. The Applicant shall provide the Corporation a completed Service Application And Agreement giving special attention to the item on SPECIAL SERVICE NEEDS OF THE APPLICANT.
  - b. A final plat approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicant's for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.
  - c. At the time the Applicant submits the Application, a Non-Standard Service Investigation Fee (See Section G) to cover initial administrative, legal and engineering fees shall be paid to the Corporation. The balance of actual expenses incurred as a result of efforts by the Corporation to study service requirements of the Applicant shall be refunded to the Applicant and the Applicant shall pay any additional expenses.
  - d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property outside the area dedicated in the Corporation's Certificate of Convenience and Necessity, service may be extended provided that:
    - 1) The service location is contiguous to or within one-fourth (1/4) mile of the Corporation's Certificated Service Area;
    - 2) The service location is not in an area receiving similar service from another utility; and
    - 3) The service location is not within another utility's Certificate of Convenience and Necessity.
  - 4) If the Corporation extends service under these conditions, the Applicant shall fully support any subsequent efforts by the Corporation to amend its Certificate of Convenience and Necessity to include the applicant's property within the service area.
5. **Design.** The Corporation shall study the design requirements of the Applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:
  - a. The Corporation's Consulting Engineer shall design all service facilities for the Applicant's requested service within the Corporation's specifications or within certain codes and specifications of neighboring municipalities for all Non-Standard Service Applications which lie within the enforced extra territorial jurisdiction of a municipality.

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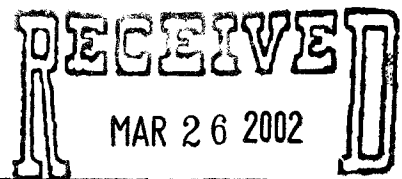
- b. The Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided the actual costs of the Engineer's services do not exceed the amount of the Non-Standard Service Investigation Fee allotted for engineering services. If the fee for the Engineer's services exceed the allotted fee, the Applicant shall pay the balance of engineering fees prior to commencing with the service investigation.
- c. The Consulting Engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
- d. If no governmental authority imposes other design criteria on the Applicant's service request, the Corporation's Engineer shall design all facilities for any Applicant to meet the demand for service as platted and/or requested in the plans or plat submitted in application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided however, that the Corporation shall pay the expense of such upgrading in excess of the Applicant's facility requirements.

6. **Non-Standard Service Contract.** All Applicants requesting or requiring Non-Standard Service shall enter into a written contract, drawn up by the Corporation's Attorney, in addition to submitting the Corporation's Service Application and Agreement. Said contract shall define the terms of service prior to construction of required service facilities. Guidelines for the service contract may include, but are not limited to:
- a. All costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.
  - b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
  - c. Equity Buy In Fee (Front-end Capital Contributions) required by the Corporation in addition to the other costs required under this Section.
  - d. Monthly Reserved Service Charges as applicable to the service request.
  - e. Terms by which reserved service shall be provided to the Applicant and duration of reserved service with respect to the impact the Applicant's service request will have upon the Corporation's system capability to meet other service requests.
  - f. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.
  - g. Terms by which the Corporation shall administer the Applicant's project with respect to:
    - 1) Design of the Applicant's service facilities;
    - 2) Securing and qualifying bids;
    - 3) Execution of the Service Agreement;
    - 4) Selection of a qualified bidder for construction;
    - 5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
    - 6) Inspecting construction of facilities; and
    - 7) Testing facilities and closing the project.
  - h. Terms by which the Applicant shall indemnify the Corporation from all third party claims or lawsuit in connection with the project contemplated.
  - i. Terms by which the Applicant shall deed all constructed facilities to the Corporation and by which the Corporation shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.
  - j. Terms by which the Applicant shall grant title or easement for right-of-ways, constructed facilities, and facility sites and/or terms by which the Applicant shall provide for the securing of required right-of-ways and sites.
  - k. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.

7. **Property and Right-of-Way Acquisition.** With regard to construction of facilities, the Corporation shall require private right-of-way easements for private property as per the following conditions:
- If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Corporation shall require the Applicant make good faith efforts to 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. (Right of Way Easement form enclosed)
  - All facilities required to be installed in public right-of-ways in behalf of the Applicant, due to inability to secure private right-of-way easements, shall be subject to costs equal to the original cost of facility installation for those facilities in public right-of-ways, plus the estimated cost of future relocation to private right-of-ways, or subject to the cost of installation under condemnation procedures, whichever is most desired by the Applicant.
  - The Corporation shall require an exclusive dedicated right-of-way on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site facilities.
  - Easements and facilities sites shall be prepared for the construction of the Corporation's pipeline and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant.
8. **Bids For Construction.** The Corporation's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge, to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest and best bidder in accordance with the following criteria:
- The Applicant shall sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
  - The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;
  - The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;
  - The Contractor shall supply favorable references acceptable to the Corporation;
  - The Contractor shall qualify with the Corporation as competent to complete the work; and
  - The Contractor shall provide adequate certificates of insurance as required by the Corporation.
9. **Pre-Payment For Construction And Service.** After the Applicant has elected the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Service Contract.
10. **Construction.**
- All road work pursuant to state, county and/or municipal standards (if applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
  - The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure that Corporation standards are achieved.
  - Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.
11. **Service Within Subdivisions** – The Corporation's objective to provide service to any customer located within a subdivision governed by this section is strictly limited to the non-standard service specified by the Applicant. The purchasers of any lots who do not receive service because this service has not been specified or paid for by the Applicant shall have no recourse to the Corporation but may have recourse to the Applicant/Developer.

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SECTION G.  
**RATES AND SERVICE FEES** WATER QUALITY APPLICATIONS TEAM

**OBsolete**

DATE 5/28/04 FILE 10835

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

1. **Service Investigation Fee.** The Corporation shall conduct a service investigation for each service application submitted at the Corporation office. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:
  - a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
  - b. All Non-Standard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to;
    - (1) provide cost estimates of the project,
    - (2) to present detailed plans and specifications as per final plat,
    - (3) to advertise and accept bids for the project,
    - (4) to present a Non-Standard Service Contract to the Applicant, and
    - (5) to provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.)
2. **Membership Fee.** At the time the application for service is approved, a refundable Membership Fee must be paid before service shall be provided or reserved for the Applicant by the Corporation.

**The Membership Fee for water service is \$ ~~75.00~~ 100.00 for each service unit.**

3. **Easement Fee.** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements in behalf of the Corporation and/or may be required to pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant. (see Section E. 2. c. (2), Section F. 7. a.)
4. **Installation Fee.** The Corporation shall charge an installation fee for service as follows:
  - a. **Standard Service** shall include all current labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.

**Standard Service Installation Fee per meter installation is: \$750.00. (Member will be allowed to pay \$400 ~~425~~ down and two payments of \$225 for the following 2 months, which includes the \$100 Membership Fee and a \$25 finance fee, total of \$875.)**
  - b. **Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by the Corporation under the rules of Section F of this Tariff.
  - c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E.1.c.(6) of this Tariff.

Approved: September 18, 2000 Revised: November 19, 2001

Revised: Membership Approved To Amend the Membership Fee at the Annual Membership Meeting of March 18, 2002

Effective March 19, 2002.

**Combined Consumers WSC**

5. **Equity Buy-In Fee (Impact Fee).** In addition to the Membership Fee, each Applicant shall be required to achieve parity with existing Members by contributing capital in an amount projected to defray the cost of up-grading system facilities to meet growth demands created by adding customers. This fee shall be assessed immediately prior to providing or reserving service on a per service unit basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested.

Equity Buy-In Fee (Impact Fee) per installation is: \$1,400.00

6. **Monthly Charges.**

a. **Service Availability Charge (Monthly Minimum)**

Water Service - The monthly charge for metered water service is based on demand by meter size. Each charge is assessed based on the number of 5/8" X 3/4" meter (as per American Water Works Association) maximum continuous flow specifications equivalent to the size indicated and is used as a base multiplier for the Service Availability Charge and allowable gallonage. Rates and equivalents are as follows:

METER SIZE	MONTHLY RATE
5/8" X 3/4"	\$31.65
1"	\$45.09
1-1/2"	\$105.25
2"	\$168.50
3"	\$316.50
4"	\$527.50

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- b. **Gallonage Charge** - In addition to the Service Availability Charge, a gallonage charge shall be added at the following rates for usage during any one (1) billing period.

Water -      \$3.00 per 1,000 gallons for usage between 0-5,000 gallons,  
                  \$3.50 per 1,000 gallons for usage between 5,001 - 8,000  
                  gallons,  
                  \$4.00 per 1,000 gallons for usage over 8,000 gallons,

The Corporation shall, as required by Section 5.235, Water Code of the State of Texas, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G.6. Monthly Charges of this Tariff. (30 TAC 291.76 d.(3) (i) )

7. **Late Payment Fee.** The Corporation shall charge a fee of \$5.00 for the late payment of a water bill.
8. **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.
9. **Reconnect Fee.** The Corporation shall charge a fee of \$35.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E.3.b. Re-Service.

10. **Re-Service.** The Corporation shall charge \$250.00 for any service being reserved without the Badger Electronic Metering System. (Meter Cost \$175, Labor \$75) All fees to be paid in advance of installation.
11. **Reserved Reservice Fee.** On property where service previously existed a fee of \$25.00 per month will be assessed but not to exceed the Equity Buy-In Fee of \$1400.00. All fees to be paid in advance of installation.
12. **Service Trip Fee.** The Corporation may charge a trip fee of \$35.00 for any service call in response to the Member's tap as a result of a request by the Member or resident (unless the service call is in response to damage of the Corporation's or another Member's facilities) or for the purpose of installing or repairing payment for services.
13. **Equipment Damage Fee.** If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.
14. **Meter Test Fee.** The Corporation shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, actual charges of the meter test may be imposed on the affected account.
15. **Transfer Fee.** An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$50.00.
16. **Information Disclosure Fee.** All public information except that which has been individually requested as confidential shall be available to the public for a fee to be determined by the Corporation based on the level of service and costs to provide such information, but not to be inconsistent with the terms of the Texas Open Records Act: Chapter 552, Texas Government Code.
17. **Other Fees.** All services outside the normal scope of utility operations which the Corporation may be compelled to provide at the request of a customer or Member shall be charged to the recipient based on the cost of providing such service.

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# **COMBINED CONSUMERS WATER SUPPLY CORPORATION**

## **DROUGHT CONTINGENCY PLAN**

**OBSOLETE**

DATE 5/28/04 FILE 10835

### **Section I: Declaration of Policy, Purpose, and Intent**

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

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

### **Section II: Public Involvement**

Opportunity for the public to provide input into the preparation of the Plan was provided by the Combined Consumers Water Supply Corporation by means of attendance at monthly Board of Director meetings.

### **Section III: Public Education**

The Combined Consumers Water Supply Corporation will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, newsletters, or billing inserts.

### **Section IV: Coordination with Regional Water Planning Groups**

The service area of the Combined Consumers Water Supply Corporation is located within the North East Texas Region (D) and Combined Consumers Water Supply Corporation has provided a copy of this Plan to Northeast Texas Municipal Water, P. O. Box 955, Hughes Springs, Texas 75656.



## **Section V: Authorization**

The General Manager, Jackie Poteet, or her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The General Manager, or her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

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## **Section VI: Application**

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the Combined Consumers Water Supply Corporation. The term's "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

## **Section VII: Definitions**

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

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

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

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

Customer: any person, company, or organization using water supplied by Combined Consumers Water Supply Corporation.

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

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

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

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

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

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

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

### **Section VIII: Triggering Criteria for Initiation and Termination of Drought Response Stages**

The General Manager, or her designee, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Public notification of the initiation or termination of drought response stages shall be by means of, publication in a newspaper of general circulation or direct mail to each customer.

The triggering criteria described below are based on production capabilities, water storage levels, and customer peak usage.

#### **(a) Stage 1 - Mild Water Shortage Conditions**

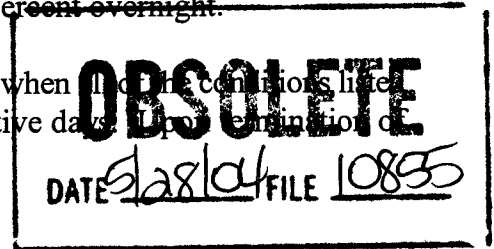
Requirements for initiation - Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII – Definitions, when continually falling treated water reservoir levels which do not refill above 100 percent overnight.

Requirements for termination - Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days.

**(b) Stage 2 - Moderate Water Shortage Conditions**

Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section VII of this Plan when continually falling treated water reservoir levels which do not refill above 90 percent overnight.

Requirements for termination - Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.



**(c) Stage 3 - Severe Water Shortage Conditions**

Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when continually falling treated water reservoir levels which do not refill above 85 percent overnight.

Requirements for termination - Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

**(d) Stage 4 - Critical Water Shortage Conditions**

Requirements for initiation - Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when continually falling treated water reservoir levels which do not refill above 75 percent overnight.

Requirements for termination - Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

**(e) Stage 5 - Emergency Water Shortage Conditions**

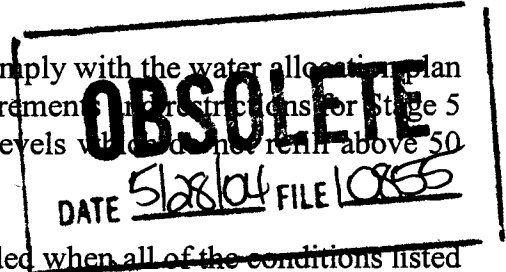
Requirements for initiation - Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when General Manager, or her designee, determines that a water supply emergency exists based on:

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

Requirements for termination - Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days.

**(f) Stage 6 - Water Rationing**

Requirements for initiation - Customers shall be required to comply with the water allocation plan prescribed in Section X of this Plan and comply with the requirements for restrictions for Stage 5 of this Plan when continually falling treated water reservoir levels which do not remain above 50 percent overnight.



Requirements for termination - Water rationing may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 2 consecutive days.

**Section IX: Drought Response Stages**

The General Manager, or her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of the Plan, shall determine that a mild, moderate, severe, critical, or emergency condition exists and shall implement the following actions upon publication of notice in a newspaper of general circulation:

**Stage 1 - Mild Water Shortage Condition**

Goal: Achieve a voluntary 5 percent reduction in daily water demand.

Voluntary Water Use Restrictions:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.
- (b) All operations of the Combined Consumers Water Supply Corporation shall adhere to water use restrictions prescribed for Stage 2 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

**Stage 2 - Moderate Water Shortage Conditions**

Goal: Achieve a 15 percent reduction in daily water demand.

Supply Management Measures:

Reduced or discontinued flushing of water mains.

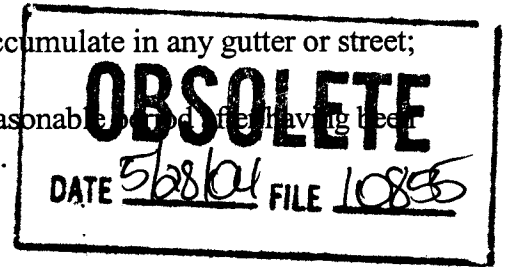
Water Use Restrictions. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

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- (b) Use of water to wash any motor vehicle, motorbike, ~~boat~~, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the Combined Consumers Water Supply Corporation.
- (f) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the Combined Consumers Water Supply Corporation, the facility shall not be subject to these regulations.
- (g) All restaurants are prohibited from serving water to its patrons except when requested.
- (h) The following uses of water are defined as non-essential and are prohibited:
- 1.) Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  - 2.) Use of water to wash down buildings or structures for purposes other than immediate fire protection.

- 3.) Use of water for dust control;
- 4.) Flushing gutters or permitting water to run or accumulate in any gutter or street;  
and
- 5.) Failure to repair a controllable leak(s) within a reasonable period after having been  
given notice directing the repair of such leak(s).



### **Stage 3 - Severe Water Shortage Conditions**

Goal: Achieve a 20 percent reduction in daily water demand.

#### **Supply Management Measures:**

Reduced or discontinued flushing of water mains.

Water Use Restrictions. All requirements of Stage 2 shall remain in effect during Stage 3 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- (b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the Combined Consumers Water Supply Corporation.
- (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

### **Stage 4 - Critical Water Shortage Conditions**

Goal: Achieve a 30 percent reduction in daily water demand.

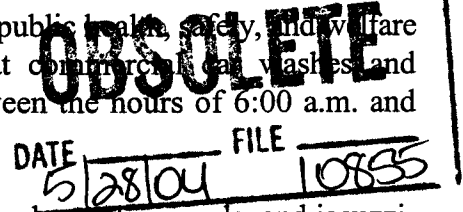
#### **Supply Management Measures:**

Reduced or discontinued flushing of water mains.

Water Use Restrictions. All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.

- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10 p.m.



- (c) Filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) No applications for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

#### **Stage 5 - Emergency Water Shortage Conditions**

Goal: Achieve a 50 percent reduction in daily water demand.

Supply Management Measures:

Reduced or discontinued flushing of water mains.

Water Use Restrictions. All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

#### **Section X: Water Rationing**

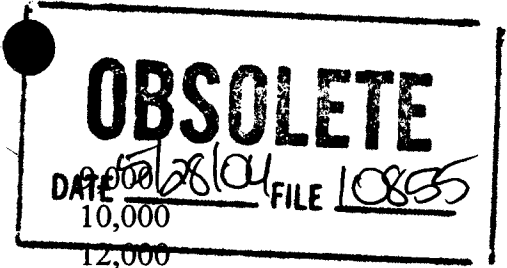
In the event that water shortage conditions threaten public health, safety, and welfare, the General Manager is hereby authorized to ration water according to the following water allocation plan:

##### **Single-Family Residential Customers**

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

<b>Persons per Household</b>	<b>Gallons per Month</b>
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000

7 or 8  
9 or 10  
11 or more



“Household” means the residential premises served by the customer’s meter. “Persons per household” includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer’s household is comprised of two (2) persons unless the customer notifies the Combined Consumers Water Supply Corporation of a greater number of persons per household on a form prescribed by the General Manager. The General Manager shall give her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the Combined Consumers Water Supply Corporation offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the General Manager. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the Combined Consumers Water Supply Corporation on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the Combined Consumers Water Supply Corporation in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the General Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the Combined Consumers Water Supply Corporation of a reduction in the number of person in a household shall be fined not less than \$ 100.00. Residential water customers shall pay the following surcharges:

- \$ 5.00 for the first 1,000 gallons over allocation.
- \$ 6.00 for the second 1,000 gallons over allocation.
- \$ 7.00 for the third 1,000 gallons over allocation.
- \$10.00 for each additional 1,000 gallons over allocation.

**Surcharges shall be cumulative.**

#### **Commercial Customers**

A monthly water usage allocation shall be established by the General Manager, or her designee, for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer’s allocation shall be approximately 50 percent of the customer’s usage for corresponding month’s billing period for the previous 12 months. If the customer’s billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. The General Manager shall give her best effort to see that notice of each non-residential member’s allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer’s responsibility to contact the Combined Consumers Water Supply Corporation to determine the allocation. Upon



request of the member or at the initiative of the General Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A person may appeal an allocation established hereunder to the Board of Directors. Nonresidential commercial customers shall pay the following surcharges:

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- \$ 5.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$ 6.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$ 7.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$10.00 per thousand gallons for each additional 1,000 gallons over allocation.

**The surcharges shall be cumulative.**

#### **Section XI: Enforcement**

- (a) No person shall knowingly or intentionally allow the use of water from the Combined Consumers Water Supply Corporation for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by General Manager, or her designee, in accordance with provisions of this Plan.
- (b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than one hundred dollars (\$ 100.00) and not more than five hundred dollars (\$ 500.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the General Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$ 50.00, and any other costs incurred by the Combined Consumers Water Supply Corporation in discontinuing service. In addition, suitable assurance must be given to the General Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- (c) Any person, including a person classified as a water customer of the Combined Consumers Water Supply Corporation, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this

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Plan and that the parent could not have reasonably known of the violation.

- (d) Any employee of the Combined Consumers Water Supply Corporation, police officer, or other employee designated by the General Manager, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the justice court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a customer of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in justice court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in justice court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in justice court before all other cases.

## **Section XII: Variances**

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

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the Combined Consumers Water Supply Corporation within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the General Manager, or her designee, and shall include the following:

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

Variances granted by the Combined Consumers Water Supply Corporation shall be subject to the

**OBSOLETE**

following conditions, unless waived or modified by the General Manager or her designee.

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- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

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

### **Section XIII: Severability**

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

**RESOLUTION NO. \_\_\_\_\_**

#### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMBINED CONSUMERS WATER SUPPLY CORPORATION ADOPTING A DROUGHT CONTINGENCY PLAN.**

WHEREAS, the Board recognizes that the amount of water available to the Combined Consumers Water Supply Corporation and its water utility customers is limited and subject to depletion during periods of extended drought;

WHEREAS, the Board recognizes that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes;

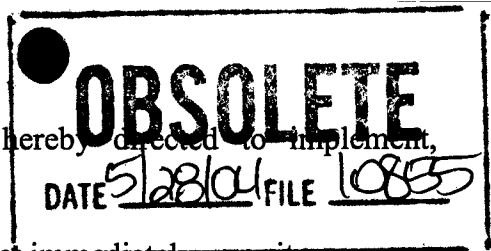
WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules of the Texas Natural Resource Conservation Commission require all public water supply systems in Texas to prepare a drought contingency plan; and

WHEREAS, as authorized under law, and in the best interests of the members of the Combined Consumers Water Supply Corporation, the Board deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMBINED CONSUMERS WATER SUPPLY CORPORATION:

SECTION 1. That the Drought Contingency Plan attached hereto as Exhibit A and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the Combined Consumers Water Supply Corporation.

SECTION 2. That the General Manager is hereby directed to implement, administer, and enforce the Drought Contingency Plan.



SECTION 3. That this resolution shall take effect immediately upon its passage.

DULY PASSED BY THE BOARD OF DIRECTORS OF THE COMBINED CONSUMERS WATER SUPPLY CORPORATION, ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
**President, Board of Directors**

ATTESTED TO:

\_\_\_\_\_  
**Secretary/Treasurer**

**YOU CAN NOW REQUEST THAT PERSONAL INFORMATION  
CONTAINED IN OUR UTILITY RECORDS  
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

**OBsolete**  
DATE 5/28/04 FILE 10855

The Texas Legislature recently enacted a bill, effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, and social security number confidential.

***IS THERE A CHARGE FOR THIS SERVICE?***

No. There is no charge for this service.

***HOW CAN YOU REQUEST THIS?***

Simply complete the form at the bottom of this page and return it to:

Combined Consumers WSC  
P. O. Box 2829  
Quinlan, Texas 75474

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

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

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

---

**Detach And Return This Section**

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential.

---

*Name of Account Holder*

---

*Account Number*

---

*Address*

---

*Area Code/Telephone Number*

---

*City, State, Zip Code*

---

*Signature*

**EQUIPMENT AND LINE DEDICATION AGREEMENT**  
**FOR THE**  
**COMBINED CONSUMERS WATER SUPPLY CORPORATION**

**OBsolete**  
DATE 5/28/04 FILE 10855

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

This agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_ by:

Combined Consumers Water Supply Corporation

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

THE STATE OF TEXAS, COUNTY OF \_\_\_\_\_  
IN WITNESS WHEREOF the said Transferor and the Corporation Representative have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

# COMBINED CONSUMERS WATER SUPPLY CORPORATION

## Non-Standard Service Application Form

PLEASE TYPE OR PRINT

Date of Application:

**OBsolete**

DATE 5/28/04 FILE 10855

Name of Proposed  
Development: \_\_\_\_\_

Name of Person Completing  
Application: \_\_\_\_\_

Name of  
Developer(s)/Applicant: \_\_\_\_\_

(Legal entity, if different from above)

Mailing Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No. \_\_\_\_\_

Please provide legal description of property as listed on deed records, filed plat, or other acceptable instrument. Also provide acreage, vicinity, physical location, approved plat, etc.:

Check all that apply - Type of Service Application or Development:

Residential Subdivision ☐ Apartments ☐ Mobile Home Park ☐ RV Park ☐  
Commercial/Industrial Park ☐ Large Meter Applicant(>1" meter) ☐ Other ☐

Special Service Needs of the Applicant:

Maximum number of proposed lots: \_\_\_\_\_

Standard Lot Size: \_\_\_\_\_

Are additional phases planned for this development? ☐ Yes

☐ No

If so, provide details: \_\_\_\_\_

By execution hereof, as the authorized representative of the stated applicant, I hereby acknowledge receipt of the *Combined Consumers WSC Non-Standard Service Application Packet*, in effect at the time issued, on such date as indicated.

Signed & Dated \_\_\_\_\_

Title \_\_\_\_\_

COMBINED CONSUMERS Water Supply Corporation  
Non-Standard Service Application  
(Continued)

**OBsolete**

DATE 5/28/01 FILE 10855

*Do not write below this line - Office Use Only*

Date Application Returned: \_\_\_\_\_

Approved Plat Submitted with Application: ☐ Yes ☐ No

Non-Standard Service Request Type: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

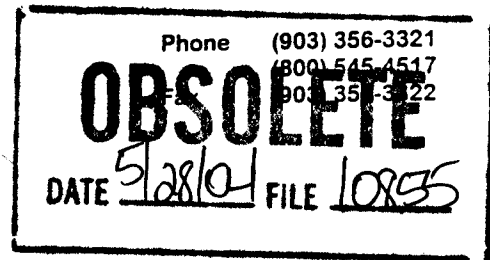
\_\_\_\_\_

\_\_\_\_\_



**Combined Consumers Water Supply Corporation**  
10446 Highway 751, Quinlan, Texas

P. O. Box 2829  
Quinlan, Texas  
75474-2829



**Payment Agreement**

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

Account #: \_\_\_\_\_ Cycle: \_\_\_\_\_

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

Total Amount To Be Financed: \_\_\_\_\_

Initial Payment: \_\_\_\_\_

Subsequent Payment: \_\_\_\_\_ Due Date: \_\_\_\_\_ Disconnect Date: \_\_\_\_\_

Subsequent Payment: \_\_\_\_\_ Due Date: \_\_\_\_\_ Disconnect Date: \_\_\_\_\_

Subsequent Payment: \_\_\_\_\_ Due Date: \_\_\_\_\_ Disconnect Date: \_\_\_\_\_

Subsequent Payment: \_\_\_\_\_ Due Date: \_\_\_\_\_ Disconnect Date: \_\_\_\_\_

***All payment plans must include payment of current monthly bills.***

**NOTE:** A customer's water service may be disconnected if the payment has not been received by 8:00 a.m. on the disconnect date shown on this notice. Upon disconnection, past due amounts plus a \$70.00 locking/unlocking fee must be paid to reinstate service. If you have any questions regarding this arrangement, please contact our office.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION  
AND SERVICE EXTENSION POLICY OF**

**COMBINED CONSUMERS WATER SUPPLY CORPORATION**

**OBsolete**

DATE 5/28/04 FILE 10855

Pursuant to Chapter 13.2502 of the Texas Water Code, Combined Consumers Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Combined Consumers Water Supply Corporation, Certificate of Convenience and Necessity No. 10855, in Hunt and Van Zandt Counties, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water service connections on a single contiguous tract of land must comply with [title of subdivision service extension policy stated in the Tariff] (the "Subdivision Policy") contained in Combined Consumers Water Supply Corporation's Tariff.

**Combined Consumers Water Supply Corporation is not required to extend retail water utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.**

Applicable elements of the Subdivision include:

Evaluation by Combined Consumers Water Supply Corporation of the impact a proposed subdivision service extension will make on Combined Consumers Water Supply Corporation's water supply system and payment of the costs for this evaluation;

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

Payment of fees for reserving water supply capacity;

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

Payment of costs of any improvements to Combined Consumers Water Supply Corporation's system that are necessary to provide the water service;

Construction according to design approved by Combined Consumers Water Supply Corporation and dedication by the developer of water facilities within the subdivision following inspection.

Combined Consumers Water Supply Corporation's Tariff and a map showing Combined Consumers Water Supply Corporation's service area may be reviewed at Combined Consumers Water Supply Corporation's offices, at 10446 Hwy 751, Quinlan, Texas 75474; the Tariff and service area map also are filed of record at the Texas Natural Resource Conservation Commission in Austin, Texas and may be reviewed by contacting the TNRCC, c/o Utility Rates and Services Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.