

12. (Reserved)13. Charge Distribution and Payment Application.

a. The Minimum Monthly Charge or the Reserved Service Charge is applied from the first day of the month to the last day of the month. Charges shall be prorated for meter installations and service terminations falling during the calendar month. Billings for this amount shall be mailed on/or about the xxth of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.

b. Gallonage Charge, defined as water usage in excess of the water allotment included in the Minimum Monthly Charge, shall be billed at the rate specified in Section G, and shall be billed in one hundred (100) gallon increments. Water charges for usage exceeding the monthly allotment 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.

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

The Corporation shall mail all bills on or about the 25th of the month. All bills shall be due by 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 by the due date. Payments made by mail will be considered late if postmarked after the due date. A 5 (five) 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 due date for the regular or final billing is on a weekend or holiday, the next 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.

15. Rules for Disconnection of Service. The following describes the rules and conditions for disconnection of service:

a. Disconnection With Notice -- Water utility service may be disconnected for any of the following reasons after proper notification has been given:

(1) Returned Checks -- In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service.

(2) Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement;

(3) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the member is provided with a 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.

(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 or any form, document, or other agreement required to be executed by the Corporation.

(7) Failure of member to meet requirements of the regulatory authority for construction or maintenance of on-site sewage facilities as authorized by the Texas Sanitation and Health Protection Law, TCS, Article 4477-1.

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

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;

(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, by-passing the meter or equipment, or other diversion of service.

Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.

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

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

(2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;

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

(4) Failure of the member to pay the account of another member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;

(5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due to meter reading error.

(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 reconnection 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 Water 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.

g. Disconnection of Master-Metered Services -- When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:

(1) The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in six (6) days if payment is not rendered before that time.

(2) At least six (6) days after providing notice to the member and at least four (4) days prior to disconnection, the Corporation shall post at last five (5) notices 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.

16. Billing Cycle Changes. The Corporation reserves the right to change its billing cycles if the work load 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.

17. Back-billing. The Corporation may back-bill a Member for up to four (4) years (48 months) for meter error, misapplies meter multiplier, incorrect meter readings, or error in computing a member's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service and the re-establishment of credit. Back-billing shall not extend beyond current membership except in cases involving the transfer of a membership conditioned upon payment of delinquent obligations by the Transferee, as provided under Sub-Section 6.h.

18. 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 Subsection 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.

19. Inoperative Meters. Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless 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.

20. 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. The Member shall complete a Meter Test Request Form prior to the test. (See Misc. Transaction Forms.)

21. Meter Tampering and Diversion. For purposes of these Sections, meter-tampering, by-passing, or diversion shall all be defined as tampering with the Corporation's meter or equipment, by-passing the same, or other instances of diversion, such as removing a locking or shut-off device 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. 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.

22. Meter Relocation. Relocation of meters/taps shall be allowed by the Corporation provided that:

- a. No transfer of Membership is involved;
- b. An easement for the proposed location has been granted to the Corporation;
- c. The property of the new location requested is owned by the current Member of the meter to be moved;
- d. The existing tap location is contiguous to the proposed tap location; and
- e. The Member pays the actual cost of relocation plus administrative fees.

23. Prohibition of Multiple Connections To A Single Tap.

In order that the Corporation may maintain adequate records of the actual number of users on its system to assure compliance with Texas Department of Health Rules and Regulation on minimum service standards, to ensure that charges are received for each user on the system, and to ensure that the corporation's metering device is adequately sized for proper flow and accurate measurement of water used, all connections of any dwelling, household, business, and/or water-consuming establishment currently receiving or planning to receive water service, either directly or indirectly from the Corporation's water system, shall individually apply for service under the rules of this Tariff. Any unauthorized submetering 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.

24. Member's Responsibility.

a. The Member shall provide access to the meter at all reasonable times for the purpose of reading, installing, checking, repairing, or replacing the meter. Member shall provide a key to locked gates. If the gate to the Member's premise is locked, 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 entrance could not be gained and that a key should be furnished or the gate unlocked for each reading period. should the gate remain locked for three (3) consecutive months after proper notification to the member, then service shall be discontinued and the meter removed with no further notice.

b. The member shall see that all plumbing connections shall be made to comply with the Texas Department of health Rules and Regulations.

(1) 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 the water level in the trough.

(2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities.

Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.

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 point where the member connects to the equipment provided by the corporation during the installation of the metering equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and provided 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. The Corporation shall require each member to provide a cut-off valve on the member's side of the meter for purposes of isolation the member's service pipeline and plumbing facilities from the Corporation's water pressure. 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.

SECTION F: .SERVICE EXTENSION POLICY

~~SECTION 7. NON-STANDARD SERVICE REQUIREMENTS~~

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.

2. Purpose. The purpose of this Section is to govern agreements and service procedures for subdivisions, additions to subdivisions, or developments where service to more than one tract is necessary; and/or additional piping, service facilities, etc. are required to accommodate individual, multiple, commercial, or industrial Applicants. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard.

3. Application of Rules. This Section may be altered or suspended when applied to planned facility expansions for which 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 regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such regulatory 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 tenders 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 shall be refundable to the Applicant and any additional expenses incurred as a result of efforts by the Corporation to study service requirements of the Applicant shall be paid by the Applicant.

d. If after the service investigation has been completed, the corporation determines that the Applicant's service request is for property outside the Corporation's Certificated Service Area of Public Convenience and Necessity, service may be extended provided that:

(1) The service location is contiguous to or within on-fourth (1/4) mile of the Corporation's Certificated Service Area of Public convenience and necessity;

(2) The service location is not in an area receiving similar service from another utility; and

(3) The service location is not within the Area of Public convenience and necessity of another similar utility.

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 services within the corporation's specifications or within certain codes and specifications of neighboring municipalities for all Non-Standard Service applications which lie within a five (5) mile margin around the boundaries of municipalities having jurisdiction over such design criteria (municipalities with a population greater than five thousand [5,000]).

b. The Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided however, that 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 applicant'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 local 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 pays the expense of such upgrading above 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. Definition of 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. Definition of procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.

c. Definition of Service Availability Fee required by the Corporation in addition to the other costs required under this Section.

d. Definition of monthly Reserved Service Charges as applicable to the service request.

e. Definition of 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. Definition of terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Front-end Capital Contributions.

g. Definition of 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. Definition of terms by which the Applicant shall indemnify the Corporation from all third party claims or lawsuit in connection with the project contemplated.

i. Definition of 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. Definition of 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. Definition of 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 or private property as per the following conditions;

a. If the Corporation determines that right-of-way easements or facility sites outside the applicant's property are required, the Corporation shall require the applicant 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.

b. 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 subjects to costs equal to the original cost of facility installation for those facilities in public right-of-ways or subject to the cost of installation under state condemnation procedures, whichever is most desired by the Applicant.

c. 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.

d. 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:

a. 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;

b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;

c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;

d. The Contractor shall supply favorable references acceptable to the Corporation;

e. The Contractor shall qualify with the Corporation as competent to complete the work, and

f. The contractor shall provide adequate certificates of insurance as required by the Corporation.

9. Pre-Payment For Construction And Service. After the Applicant has executed the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Service Contract.

10. Construction.

a. All road work pursuant to country 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.

b. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure that Corporation standards are achieved.

c. 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.



SECTION G: RATES AND SERVICE FEES

## SECTION G: RATES AND SERVICE FEES

Unless specifically defined in this Tariff, all fees, rates, and charges as herein stated shall be non-refundable. See the attached exhibit #14.

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, unique 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 provide cost estimates of the project, to present detailed plans and specification as per final plat, to advertise and accept bids for the project, to present a Non-Standard Service Contract to the Applicant, and 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 Membership Fee of \$100.00 must be paid for each lot/tap or meter equivalent before service shall be provided or reserved for the Applicant by the Corporation.

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 secure easements on behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant.

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, and administrative costs necessary to provide individual metered service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.

b. Non-Standard Service shall include any and all construction labor and materials, 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 relocation as per Section E.1.C.(6) of this Tariff.

5. Service Availability Fee. In addition to the Membership Fee, each Applicant shall be required to contribute 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 residential meter equivalent basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested. The formula applied to such fee is as follows:

METER SIZE	SERVICE AVAIL. FEE
5/8" X 3/4"	See
1"	Rate
1 1/2"	Schedules
2"	
3"	
4"	
6"	

6. Monthly Charges.

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

METER SIZE	5/8" x 3/4" METER EQUIVALENTS	ALLOWABLE GALLONAGE	MONTHLY RATE
5/8" X 3/4"	1.0		
1"	2.5		
1 1/2"	5.0	See	
2"	8.0	Rate	
3" CPD.	16.0	Schedules	
4" CPD.	25.0		
6" CPD.	50.0		

b. Reserved Service Charges -- The monthly charge for each active account at a specific location for which a meter has not been installed but for which the Corporation and the Applicant have entered into agreement and/or contract for reserved service. This monthly charge will be the minimum monthly rate per meters equivalent plus late charge.

c. In addition to the Minimum Monthly Charge, a gallonage charge shall be added

for any gallonage over the allowable gallonage per meter equivalent.

7. Late Payment Fee. A penalty of \$3.00 per billing period shall be made on delinquent bills. This late payment penalty shall be applied to any unpaid balance exceeding one-half (1/2) a Minimum Monthly during any one billing period.

8. Reconnect Fee. The Corporation shall charge a fee of not less than 25.00 nor more than 200.00, (See rate schedule) 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.

9. 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 for 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.

10. Customer History Report Fee. A fee of \$5.00 shall be charged to provide a copy of the Members record of past water purchases in response to a Member's request for such a record.

11. Meter Test Fee. The Corporation shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, a charge of \$15.00 shall be imposed on the affected account.

12. Transfer fee. An applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$30.00.

13. Membership Certification Copy Fee. A fee of \$5.00 will be charged to provide a duplicate copy of the Membership Certificate.

14. Exhibit #14. Rate Schedules

LIBERTY HILL WATER SUPPLY CORPORATION  
Williamson County, Texas

**TAP, SERVICE AVAILABILITY & MEMBERSHIP FEES**

(Revised as of May 17, 2007)

(Items Marked \* Are Revised as of July 25, 2010)

<b>Meter Size</b>	<b>Membership Fee</b>	<b>Service Avail. Fee</b>	<b>Tap Fee</b>	<b>Reconnect Fee</b>	<b>Late Charge Fee</b>
5/8" x 3/4"	\$100.00	3,000.00	Cost	\$30.00*	\$6.00*
1"	100.00	7,500.00	Cost	30.00*	6.00*
1 1/2"	100.00	15,000.00	Cost	50.00	6.00*
2"	100.00	24,000.00	Cost	50.00	6.00*
3"	100.00	48,000.00	Cost	75.00	6.00*
4"	100.00	75,000.00	Cost	100.00	6.00*
6"	100.00	150,000.00	Cost	100.00	6.00*

Notes:

Refer to Water Rates Schedule for monthly minimum charge and rate per 1,000 gallons.

Tap Fee cost includes labor and material necessary for connection to adequate water supply line.

Membership fee, service availability fee and tap fee are to be paid prior to water being turned on.

A connect fee will be charged to install meters in boxes already in place. The fee will consist of labor cost necessary to install the meter.

## LIBERTY HILL WATER SUPPLY CORPORATION

## Water Rates Effective July 25, 2010

Meter Size	5/8 x 3/4" Meter Equivalents	Allowable Gallage	Monthly Rate
5/8 x 3/4" meter	1.0	0 gal.	minimum \$25.00 plus Gallage Charges
1" meter	2.5	0 gal.	minimum \$62.50 plus Gallage Charges
1 1/2 " meter	5.0	0 gal.	minimum \$125.00 plus Gallage Charges
2" meter	8.0	0 gal.	minimum \$200.00 plus Gallage Charges
3" meter	16.0	0 gal.	minimum \$400.00 plus Gallage Charges
4" meter	25.0	0 gal.	minimum \$625.00 plus Gallage Charges
6" meter	50.0	0 gal.	minimum \$1250.00 plus Gallage Charges

## Gallage Charges

Tier	Usage	Gallage Charge
1	1 - 10,000 gallons	\$3.25/thousand gallons
2	10,001 – 20,000 gallons	\$5.00/thousand gallons
3	over 20,000 gallons	\$6.00/thousand gallons

## Change in Fees

Late Fee increases from \$3.00 to \$6.00

Reconnect Fee increases from \$25.00 to \$30.00

Bad Check Fee increases from \$0.00 to \$25.00

Transfer Fee increases from \$25.00 to \$30.00

**SECTION H:  
DROUGHT CONTINGENCY  
AND  
EMERGENCY WATER DEMAND MANAGEMENT PLAN**



**SECTION H.**  
**DROUGHT CONTINGENCY**  
**AND**  
**EMERGENCY WATER DEMAND MANAGEMENT PLAN**

**1. INTRODUCTION**

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

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

The plan will be implemented according to the three stages of rationing as imposed by the Board. Section 4 describes the conditions that will trigger these stages.

**2. PUBLIC INVOLVEMENT**

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

**3. COORDINATION WITH REGIONAL WATER PLANNING GROUP**

Being located within the \_\_\_\_\_ (name of regional water planning area or areas), a copy of this Plan has been provided to that Regional Water Planning Group.

**4. TRIGGER CONDITIONS**

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

water source under drought of record conditions; the production, treatment and distribution capacities of the system, and member usage based upon historical patterns.

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

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

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

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

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

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

## 5. STAGE LEVELS OF WATER ALOCATIONS

The stage levels of water allocations are to be placed in effect by the triggers in Section 4. The System shall institute monitoring and enforce penalties for violations of the Drought Plan for each of the Stages listed below. The water allocation measures are summarized below.

**a. Stage I - Mild Conditions**

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

**b. Stage II - Moderate Conditions**

Outside watering using landscape irrigation systems, automatic sprinkler systems, and hose-end sprinklers is prohibited at all times. Customers and members can use manually held hoses only during their designated water days and times (no more than once per week). (System will notify Customers which restriction is in effect). The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment and the filling, refilling, or adding of water to swimming pools and Jacuzzi tubs is prohibited. Charity carwashes are prohibited. Fountains and other ornamental water use devices are also prohibited.

**C. Stage III - Severe Conditions**

- 1) All outside watering prohibited (except for a livestock or other exemption or variance granted under this section).
- 2) Water use may be restricted to a percentage of each member's prior month usage. This percentage may be adjusted as needed according to demand on the system. Notice of this amount will be sent to each customer.
- 3) Corporation shall continue enforcement and educational efforts.

**NOTE:**

- Refer to your water purchase contract for additional restrictions/requirements that may be imposed by stipulations from the wholesale supplier.
- There may be additional restrictions imposed by Governmental Entities.
- Meters will be read as often as necessary to insure compliance with this program for the benefit of all the customers.

**6. INITIATION AND TERMINATION PROCEDURES**

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

Written notice of the proposed water allocation measure shall be mailed or delivered to each affected customer upon the initiation of each stage. In addition, upon adoption of Stage II or Stage III, a notice will be placed in a local newspaper or announced on a local radio or television station. The customer notice shall contain the following information:

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

If the water allocation program extends 30 days then the Chairperson of the Drought/Emergency Management Committee or manager shall present the reasons for the allocations at the next scheduled Board Meeting and shall request the concurrence of the Board to extend the allocation period.

When the trigger condition no longer exists then the responsible official may terminate the water allocations provided that such an action is based on sound judgment. Written notice of the end of allocations shall be given to customers. A water allocation period may not exceed 60 days without extension by action of the Board.

## **7. PENALTIES FOR VIOLATIONS**

- a. First Violation** - The customer/member will be notified by a written notice of their specific violation and their need to comply with the tariff rules. The notice will show the amount of penalty\* to be assessed for continued violations.
- b. Second Violation** - The Corporation will assess a penalty of \$100.00.\*
- c. Subsequent Violations** - The Corporation will assess an additional penalty of \$100.00\* for violations continuing after the Second Violation. The Corporation may also install a flow restricting device in the customer's meter service to limit the amount of water that will pass through the meter in a 24 hour period. The costs of this procedure will be for the actual work and equipment and shall be paid by the customer.
- d. Termination** - The Corporation will terminate service for up to 7 days for continuing violations under this section. Service will remain off until any delinquent penalty \* or other assessment is fully paid including a charge for the service call to restore service.
- e. Termination During Stage II and Stage III Conditions** - During Stage II and Stage III Conditions, violators are subject to immediate disconnection of water service and payment of a \$100.00 penalty and a \$30.00 reconnection fee will be required for reinstatement of service.

**These provisions apply to all customers of the Corporation.**

NOTE: PENALTY \* -- A WSC is allowed to charge a reasonable penalty to customers that fail to comply with the Rationing Procedures in accordance with TAC 291.41 (j) if:

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

## **8. EXEMPTIONS OR WAIVERS**

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

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

- 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 Drought/Emergency Management Committee within 5 days after the Plan or a particular drought response stage has been invoked or after a condition justifying the variance first occurs. All petitions for variances shall be reviewed by the Committee and shall include the following:

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

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

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when the water allocation is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance allowed for a condition requiring water allocation will continue beyond the termination of water allocation under Section 5. Any variance for a subsequent water allocation must be petitioned again. The fact that a variance has been granted in response to a petition will have no relevance to the Committee's decision on any subsequent petition.

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

## **9. IMPLEMENTATION**

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

This Plan was adopted by the Board at a properly noticed meeting held on July 18, 2011.

SOAH DOCKET NO. 582-12-7597  
TCEQ DOCKET NO. 2012-1196-UCR

APPLICATION OF	§	
CITY OF LIBERTY HILL	§	BEFORE THE
TO AMEND CERTIFICATE	§	
OF CONVENIENCE AND	§	TEXAS COMMISSION ON
NECESSITY NO. 10324	§	
	§	ENVIRONMENTAL QUALITY
	§	

**MOTION TO DISMISS HEARING REQUEST**

COMES NOW, CITY OF LIBERTY HILL (hereafter "Applicant"), Applicant in this cause, and moves that the Hearing Request filed by Mr. Billy W. Evans be dismissed, and in support thereof shows the following:

**I.**

**MR. EVANS DOES NOT HAVE STANDING**

On January 12, 2012, Mr. Billy Evans, on behalf of himself, requested a hearing as a landowner. Texas Water Code § 5.556(c) prohibits the TCEQ from convening a contested-case hearing on the merits of a permit application unless the TCEQ has first determined that the movant is an "affected person." Although Section 5 of the Texas Water Code defines "affected person" generally for proceedings,<sup>1</sup> Section 13 of the Texas Water Code defines "affected person" specifically for proceedings involving a certificate of convenience and necessity ("CCN").<sup>2</sup> For landowners, Section 13.002(1) of the Texas Water Code states that an "Affected

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<sup>1</sup> The statute provides that an affected person is "a person who has a personal justiciable interest related to a legal right, duty, privilege, power, or economic interest affected by the administrative hearing. An interest common to members of the general public does not qualify as a personal justiciable interest." Tex. Water Code § 5.115(a).

<sup>2</sup> See Notice of Hearing issued by the TCEQ in this case, noting that "The Hearing will be conducted in accordance with . . . Chapter 13, Texas Water Code . . . ."

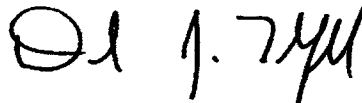
Person' means any landowner *within an area* for which a certificate of public convenience and necessity is filed." Texas Water Code § 13.002(1) (emphasis added).

Mr. Evans has identified four tracts of land that he owns that he claims gives him standing to request a hearing and participate as a party. These are properties with tax property ID Numbers R023001, R392794, R095976, and R023002. The Northeast portion of the proposed CCN expansion area is shown at Exhibit A. The proposed expansion area is shown in green, and the properties shown in white are excluded from the expansion area. All four of Mr. Evans' properties fall outside of the boundaries of the expansion area.

Mr. Evans is not a "landowner within an area for which a certificate of public convenience and necessity is filed." Therefore, pursuant to Texas Water Code § 13.002(1), he is not a person who has standing to either request a hearing or be a party should a hearing be held.

Respectfully submitted,

THE AL LAW GROUP, PLLC



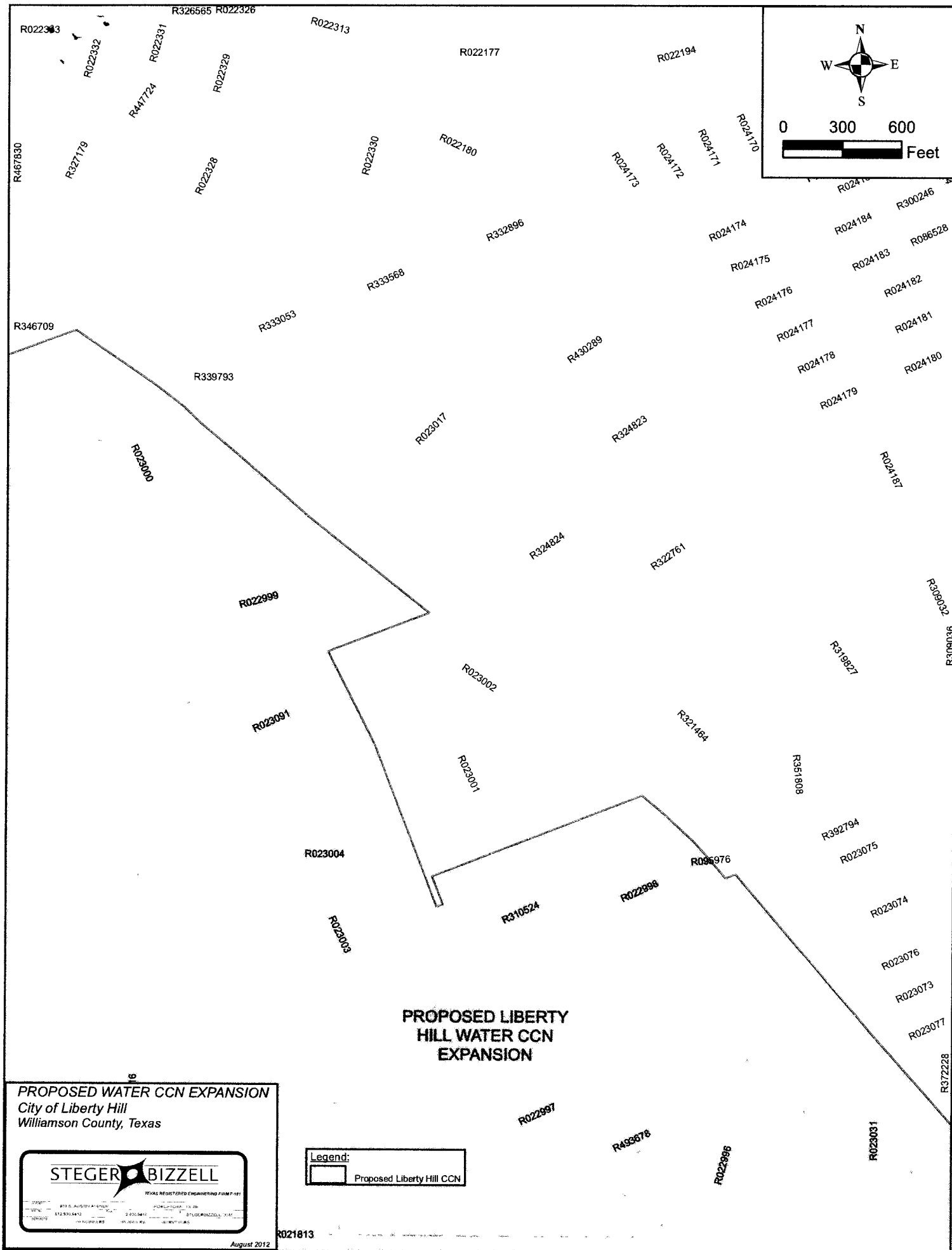
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David Tuckfield  
State Bar No. 00795996  
The AL Law Group, PLLC  
12400 Hwy 71 West  
Suite 350-150  
Austin, TX 78738  
(512) 576-2481  
(512) 366-9949-Facsimile

ATTORNEY FOR APPLICANT  
CITY OF LIBERTY HILL

## **EXHIBIT A**







STATE OFFICE OF ADMINISTRATIVE HEARINGS  
PUBLIC HEARING REGISTRATION  
ALL PERSONS IN ATTENDANCE ARE REQUESTED TO COMPLETE  
PLEASE PRINT CLEARLY



Date: 9-4-12

Name: DAVID TUCKFIELD

Occupation: ATTORNEY

Mailing Address: 12400 WEST Highway 71, SUITE 350-150  
Street or P.O. Box

AUSTIN, TX 78738  
City State Zip

Daytime Phone: ( 512 ) 576-2481 Fax #: ( 512 ) 366-9949

E-Mail address (if available): DAVID @ allawgp. com

Representing: ☐ Self ☒ Other (specify): CITY of LIBERTY HILL

Title of matter being considered: Application of Liberty Hill To Amend CCN 10324

SOAH Docket No. (if known): 582-12-7597

Your position regarding the matter being considered: ☒ In Favor ☐ Opposed ☐ Undecided ☐ Observer



STATE OFFICE OF ADMINISTRATIVE HEARINGS  
PUBLIC HEARING REGISTRATION  
ALL PERSONS IN ATTENDANCE ARE REQUESTED TO COMPLETE  
PLEASE PRINT CLEARLY



Date: September 4, 2012

Name: Curtis Steger

Occupation: Engineer

Mailing Address: 1978 South Austin Ave  
Street or P.O. Box

Georgetown Tx 78626  
City State Zip

Daytime Phone: ( 512 ) 930-9412 Fax #: ( 512 ) 930-9416

E-Mail address (if available): curtis.steger@stegerbizzell.com

Representing: ☐ Self ☒ Other (specify): City of Liberty Hill.

Title of matter being considered: Liberty Hill CCN Amended CCN10324

SOAH Docket No. (if known): 582.12.7597

Your position regarding the matter being considered: ☒ In Favor ☐ Opposed ☐ Undecided ☐ Observer



STATE OFFICE OF ADMINISTRATIVE HEARINGS  
PUBLIC HEARING REGISTRATION  
ALL PERSONS IN ATTENDANCE ARE REQUESTED TO COMPLETE  
PLEASE PRINT CLEARLY



Date: 9-4-12

Name: Jamie Williamson

Occupation: Mayor, City of Liberty Hill

Mailing Address: 1102 Loop 322  
Street or P.O. Box

Liberty Hill TX 78642  
City State Zip

Daytime Phone: (512) 778-5440 Fax #: ( )

E-Mail address (if available): lhmayorjamie@gol.com

Representing: ☐ Self ☒ Other (specify): City of Liberty Hill

Title of matter being considered: Liberty Hill CCN

SOAH Docket No. (if known): 582-12-7597

Your position regarding the matter being considered: ☒ In Favor ☐ Opposed ☐ Undecided ☐ Observer



STATE OFFICE OF ADMINISTRATIVE HEARINGS  
PUBLIC HEARING REGISTRATION  
ALL PERSONS IN ATTENDANCE ARE REQUESTED TO COMPLETE  
PLEASE PRINT CLEARLY



Date: 9.4.12

Name: Jill Hoffman

Occupation: Assistant City Attorney for Liberty Hill

Mailing Address: 12325 Hymeadow Ste. 2-100  
Street or P.O. Box

Austin TX 78751  
City State Zip

Daytime Phone: (512) 250-0411 Fax #: (512) 250-0749

E-Mail address (if available): jill@texasmunicipallawyers.com

Representing: ☐ Self ☒ Other (specify): CITY OF LIBERTY HILL

Title of matter being considered: LIBERTY HILL CCN

SOAH Docket No. (if known): 582-12-7597

Your position regarding the matter being considered: ☒ In Favor ☐ Opposed ☐ Undecided ☐ Observer



STATE OFFICE OF ADMINISTRATIVE HEARINGS  
PUBLIC HEARING REGISTRATION  
ALL PERSONS IN ATTENDANCE ARE REQUESTED TO COMPLETE  
PLEASE PRINT CLEARLY



Date: September 4, 2012

Name: Alan Bojorquez

Occupation: Lawyer (City Attorney for Liberty Hill)

Mailing Address: 12325 Hymca down Dr, Ste 2-100  
Street or P.O. Box

City Austin State TX Zip 78750

Daytime Phone: (512) 250-0411 Fax #: (512) 250-0749

E-Mail address (if available): alan@texasmunicipallawyers.com

Representing: ☐ Self ☒ Other (specify): City of Liberty Hill

Title of matter being considered: Liberty Hill CCN

SOAH Docket No. (if known): 582-12-7597

Your position regarding the matter being considered: ☒ In Favor ☐ Opposed ☐ Undecided ☐ Observer



STATE OFFICE OF ADMINISTRATIVE HEARINGS  
PUBLIC HEARING REGISTRATION  
ALL PERSONS IN ATTENDANCE ARE REQUESTED TO COMPLETE  
PLEASE PRINT CLEARLY



Date: 9-4-12

Name: Debbie Reyes Tamayo

Occupation: TCEQ

Mailing Address: 12100 Park 35 Circle  
Street or P.O. Box

City Austin State TX Zip 78711

Daytime Phone: (512) 239-4683 Fax #: ( )

E-Mail address (if available): debbie.reyes

Representing: ☐ Self ☒ Other (specify): TCEQ

Title of matter being considered: City of Leburn Hill

SOAH Docket No. (if known):

Your position regarding the matter being considered: ☐ In Favor ☐ Opposed ☐ Undecided ☐ Observer

**TEXAS COMMISSION**  
**ON ENVIRONMENTAL QUALITY** 2012 AUG 22 PM 1:30  
**TRANSMITTAL OF ADMINISTRATIVE RECORD**

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**DATE:** August 21, 2012

**TO:** SOAH Natural Resources Docket Clerk

**THRU:** Melissa Chao, Section Manager  
TCEQ Agenda / Final Documents Section

**FROM:** KA Katha Anderson, TCEQ SOAH Docket Coordinator

**RE:** City of Liberty Hill; Application No. 37116-C  
SOAH Docket No. 582-12-7597; TCEQ Docket No. 2012-1196-UCR

Pursuant to 30 TAC § 80.6(b)(4) regarding referrals to SOAH, a copy of the Chief Clerk's case file is attached. Please find certified copies of the following documents:

- ✓ 1. the application;
- ✓ 2. public hearing notice and Chief Clerk's affidavit

If any of these documents are not included as enclosures with this memo, please notify Melissa Chao, Section Manager at (512) 239-5234.



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



THE STATE OF TEXAS  
COUNTY OF TRAVIS

I hereby certify that this is a true and correct copy of a  
Texas Commission on Environmental Quality document,  
which is filed in the permanent records of the Commission.  
Given under my hand and the seal of office on

STATE OF TEXAS

§

Bridget C. Bohac

**AUG 21 2012**

COUNTY OF TRAVIS

§

Bridget C. Bohac, Chief Clerk  
Texas Commission on Environmental Quality

I, Bridget C. Bohac, Chief Clerk of the Texas Commission on Environmental Quality, do hereby certify that the attached mailing list provides the persons to whom the notice of the public hearing for City of Liberty Hill, SOAH Docket No. 582-12-7597, TCEQ Docket No. 2012-1196-UCR, was mailed on August 3, 2012. Given under my hand and the seal of the Texas Commission on Environmental Quality, this the 6th day of August, 2012.

Bridget C. Bohac

Bridget C. Bohac, Chief Clerk  
Texas Commission on Environmental Quality

SEAL

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## **NOTICE OF HEARING CITY OF LIBERTY HILL SOAH Docket No. 582-12-7597 TCEQ Docket No. 2012-1196-UCR**

### **APPLICATION.**

City of Liberty Hill, P.O. Box 1920, Liberty Hill, Texas 78642, has applied with the Texas Commission on Environmental Quality (TCEQ) to amend Certificate of Convenience and Necessity (CCN) No. 10324 in Williamson County, Texas (Application No. 37116-C).

### **CONTESTED CASE HEARING.**

The State Office of Administrative Hearings (SOAH) will conduct a preliminary hearing on this application at:

**10:00 a.m. – September 4, 2012  
William P. Clements Building  
300 West 15th Street, 4th Floor  
Austin, Texas 78701**

The purpose of a preliminary hearing is to establish jurisdiction, name the parties, establish a procedural schedule for the remainder of the proceeding, allow an opportunity for settlement discussions, and to address other matters as determined by the judge. The evidentiary hearing phase of the proceeding will be similar to a civil trial in state district court. The hearing will be conducted in accordance with Chapter 2001, Texas Government Code; Chapter 13, Texas Water Code; TCEQ rules, including 30 Texas Administrative Code (TAC) Chapter 291; and the procedural rules of the TCEQ and SOAH, including 30 TAC Chapter 80 and 1 TAC Chapter 155. To participate in the evidentiary hearing as a party, you must attend the preliminary hearing and show you would be affected by the petition in a way not common to members of the general public.

### **INFORMATION.**

Information concerning your participation in this hearing may be obtained by contacting Blas Coy, TCEQ Office of Public Interest Counsel (MC 103), P.O. Box 13087, Austin, TX 78711-3087, telephone 512-239-6363. For additional information, please contact the TCEQ Water Supply Division, Utilities & Districts Section (MC 153), P.O. Box 13087, Austin, TX 78711-3087, telephone 512-239-4691. General information regarding the TCEQ can be found at our web site at <http://www.tceq.texas.gov/>.

Persons with disabilities who plan to attend this hearing and who need special accommodations at the hearing should call the SOAH Docketing Department at 512-475-3445, at least one week prior to the hearing.

Issued: August 3, 2012

*Bridget C. Bohac*

Bridget C. Bohac, Chief Clerk  
Texas Commission on Environmental Quality

**MAILING LIST**  
**CITY OF LIBERTY HILL**  
**SOAH Docket No. 582-12-7597**  
**TCEQ Docket No. 2012-1196-UCR**

Arturo D. Rodriguez, Jr.  
Russell & Rodriguez, LLP  
1633 Williams Drive, Suite 200  
Georgetown, Texas 78628  
*Representing: City of Liberty Hill*

Billy W. Evans  
1051 CR 201  
Liberty Hill, Texas 78642

Texas Commission on Environmental Quality  
P. O. Box 13087  
Austin, Texas 78711-3087

***Via electronic mail:***

Ron Olson, Staff Attorney, Environmental Law Division (MC 173)  
Brian Dickey, Technical Staff, Water Supply Division, Utilities & Districts Section  
(MC 153)  
Debbie Reyes Tamayo, Technical Staff, Water Supply Division, Utilities &  
Districts Section (MC 153)  
Blas Coy, Office of Public Interest Counsel (MC 103)