



Control Number: 44159



Item Number: 2

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

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PUBLIC UTILITY COMMISSION  
FILING CLERK

9 1995

# TARIFF

**Apple Springs  
Water Supply  
Corp.**

**P.O. Box 8**

**Apple Springs, TX 75926**

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RESOLVED BY THE BOARD OF DIRECTORS OF THE APPLE SPRINGS WATER SUPPLY CORPORATION THAT:

1. This Tariff of Apple Springs Water Supply Corporation serving parts of Trinity county, consisting of Sections A through H inclusive, is hereby adopted and enacted as the current regulations which shall superseds all policies passed by the Board of Directors March 1, 1995, to the extent provided in paragraph 2 hereof.

2. No prior agreement executed by the Board of Directors is repealed by any provision contained herein, save and except as provided in the terms of that agreement.

3. The adoption of the provisions of this Tariff shall not affect any offense or act committed or done, or any penalty of forfeiture incurred, or any contract or vested right established or accruing before the effective date of this Tariff.

4. An official copy of this policy shall be available to the Membership of this corporation during regular office hours of the corporation. Requests for copies of this Tariff shall be subject to reproduction charges. The Secretary of the Corporation shall maintain the original copy as approved, and clearly exhibit all additions, deletions, and amendments separately.

5. This Tariff shall take effect immediately upon its approval as provided by law, and according to its terms. Rules and regulations of state and federal agencies having applicable jurisdiction, promulgated under any applicable State or Federal Law, 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 thereby.

PASSED AND APPROVED this 1 day of March, 1995.

\_\_\_\_\_  
President, APPLE SPRINGS WATER SUPPLY CORP.

SEAL

ATTEST:

\_\_\_\_\_  
SECERTARY, APPLE SPRINGS WATER SUPPLY CORP.

## SECTION B: STATEMENTS

1. Organization. The APPLE SPRINGS WATER SUPPLY CORPORATION is a memberowned, non-profit corporation incorporation pursuant to the Water Supply corporations Act, Article 1434a,1434a, Tex. Rev. Civ. Stat. (West 1980, Vernon Supp. 1993 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. 1993 as amended)for the purpose of furnishing portable water utility service. Corporation operation policies, rates, tariffs, and regulations are formulated and effected by a 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 or marital status.

3. Rules Application. The rules and regulations specified herein apply to the water services furnished by Apple Springs Water Supply Corporation, also referred to as Corporation, Apple Springs, or Apple Springs WSC. Failure on the part of the Member, Consumer, or Applicant to observe these rules and regulations of the Corporation, after due notice of such failure, automatically gives the Corporation the authority to deny or to discontinue ~~the-gives-the~~ furnishing of service as provided herein and as may be amended from time to time by the Board of Directors of the Corporation.

4. Corporation Bylaws. The Corporation has adopted bylaws which establish the make-up of the Board of Directors, establish the Membership voting rights, provide for annual and regular meetings, provide for reserve accounts, and establish the rights of the Members and other important regulations of the utility. These bylaws are included by reference herein, as amended from time to time and are on file for inspection in the corporation's office.

5. Fire Protection Responsibility. Fire hydrants installed within the Corporation's water distribution system are provided at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet fire flow requirements of local, county, state, or federal governmental agencies. Fire hydrants paid for by individuals or groups of individuals and donated to the corporation for county volunteer fire department use shall remain in plase for such use as "refill only" of fire trucks. The Corporation reserves the right to remove any fire hydrant, due to improper use or detriment ot the system as by the corporation, at any time without notice,refund, or compensation to the contributors unless such fire hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided under Section F, in which event the terms and conditions of the Contract shall apply.

DATE APPROVED \_\_\_\_\_

APPLE SPRINGS WATER SUPPLY  
CORPORATION

6. Damage Liability. The APPLE SPRINGS WATER SUPPLY CORP. is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limit of liability of the APPLE SPRINGS WATER SUPPLY CORPORATION is the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability.

7. Information Disclosure. The records of the Corporation shall be kept in the Corporation office in Austin, Texas. 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: Article 6252-17a Tex. Rev. Civ. Stat. (Vernon Pamp. 1992). 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 a utility 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 any meeting of the Corporation's members. The utility 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 affected Members and/or 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 interest under the policies of this Tariff in becoming a member 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 ~~to~~ manager or authorized staff member for discussion and resolution. If not resolved to the satisfaction of the aggrieved party then,

b. By President a letter of request for a hearing before the Board of Directors. The letter shall state the individual's desired business before the Board and the desired result.

c. The President of the Board of Directors shall ~~state-~~ rereview the request and determine the best means by which the complaint shall be resolved.

d. The President shall further determine a reasonable time and place of all hearings, but not beyond 45 days of the date of receipt of the letter of complaint.

e. The Board of Directors, committee thereof, and/or legal counsel shall hear the complaint as directed by the Board.

f. Any hearings by committees or staff delegated to hear complaints shall report its recommendation to the full Board for a decision by the Board.

g. The Board of Directors shall act upon the information available and direct the President or other representative to respond to the complaint by communicating the Board's decision in writing.

h. 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. The Board's decision shall be final.

10. Plumbing Standards. The Corporation adopts the 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 statutes and regulations governing public water utility systems. Any Member may be required to retrofit plumbing systems and service facilities as determined to be necessary by the Corporation for purpose of compliance with the Plumbing Code.

ACTIVE SERVICE - Service status of any Member receiving authorized water service under the provisions of this Tariff.

APPLICANT - Person, partnership, cooperative corporation,, corporation, agency, public or private organization of any character applying for service with the Apple Springs Water Supply Corporation.

BOARD OF DIRECTORS - the board of Directors elected by the Members of the Apple Springs Water Supply Corporation.

BYLAWS - The rules pertaining to the governing of the Apple Springs Water Supply Corporation adopted by the Corporation Members.

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) - The authorization granted under Chapter 13 of the Texas Water Code for Apple Springs Supply Corporation to provide water utility service within a defined territory. Apple Springs Water Supply Corporation has Certificate Number \_\_\_\_\_. Territory defined in the CCN shall be the Certificated Service Area.

CORPORATION - The Apple Springs Water Supply Corporation.

DISCONNECTION OF SERVICE - The locking or removal of a water meter to prevent the use of water by a Member/Consumer.

EASEMENT - A private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, and/or installation of additional piplines (if applicable).

FmHA - Abbreviation for Farmers Home Administration, an agency of the U.S. Department of Agriculture, providing loan and grant funds for development of rural water systems serving communities with a population of less than ten thousand (10,000) people. Includes succeeding agencies such as the Rural Development Administration.

FINAL PLAT - A complete and exact plan for the subdivision of a tract of land into lots for marketing which has been approved by all regulatory agencies having jurisdiction over approval of the design, planning, and specifications of the facilities of such subdivision. The Apple Springs Water Supply Corporation shall determine if plat submitted for the purposes of this Tariff shall qualify as a final plat.



HAZARDOUS CONDITION - A condition which jeopardized the health and welfare of the Member/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 aiding the FmHA and Corporation officials in 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. Upon such conversion, the Applicant may then further qualify as a Member and shall become a Member and of the Corporation upon receipt of a Membership Certificate.

LIQUIDATED MEMBERSHIP - A membership which has been cancelled due to delinquent charges exceeding the Membership Fee or for other reasons as specified in this Tariff. Services shall not be provided to any person whose Membership Fee has been liquidated until a new Membership Fee has been paid and all other applicable requirements for services as provided in this Tariff have been satisfied.

MEMBER - Any person, partnership, cooperative corporation, corporation, agency, or private organization that has qualified for service and Membership in accordance with the Corporation's Tariff.

MEMBERSHIP FEE - A qualified as such under the terms of the tariff and the bylaws of the corporation. The membership fee may or may not be refundable upon termination of service and membership.

MEMBERSHIP CERTIFICATE - A stock certificate purchased from the Corporation evidencing a Member's interest in the Corporation.

MINIMUM MONTHLY CHARGE - The term Minimum Monthly Charge is used to define the monthly charge assessed each member of the Corporation utilizing service or each member who has the opportunity to utilize service via a metering device installed by the Corporation. In the text of this Tariff, minimum monthly charge may be used generically to describe minimum Monthly Charge or Reserved Service Charge, the two monthly charges assessed each member entitled to service. See definition of Reserved Service Charge.

PERSON - Any natural person, partnership cooperative corporation, association, private corporation, agency, or public or private organization of any character.

RENTER - A consumer who rents property from a Member and may otherwise be termed a lessee or tenant.

RE-SERVICE - Providing service to an Applicant at a location for which service previously existed, but where Membership Fee has been liquidated and now requires the fitting of a metering device into an existing setting and possibly requiring modifications to the setting in order to restore service. Costs of such re-servicing shall be based on justifiable and reasonable costs to the Corporation for restoration of service.

RESERVED SERVICE CHARGE - A monthly charge assessed for each property where service is being reserved in behalf of a member or future member. The purpose of this fee is to reserve service capacity at a specified location pending installation of a tap by the Corporation. This fee is paid monthly in lieu of the Minimum Monthly Charge until such time as a lot may be sold and a tap is provided as requested. The Reserved Service Charge shall be cost-based to defray actual costs of service to the property for which service has been requested.

SERVICE CLASSIFICATION - A type of service which warrants a specific charge for service based on specific criteria such as usage, meter size, demand, type application, etc. as determined by the Corporation upon evaluation of the service requirements of the Applicant or Member.

SERVICE APPLICATION AND AGREEMENT - A written agreement between the Member/Applicant and the Corporation outlining the responsibilities of each party regarding the service of water and wastewater.

SERVICE UNIT= The base unit of service used in facilities design and rate making. For the purposes of this tariff, a service unit is the 5/8'x 3/4' water meter. Wastewater facilities are designed on the basis of population served but rates are set based on water consumed.

SURRENDERED MEMBERSHIP- A Membership in which service has been discontinued upon request of the Member and all indebtedness due the Corporation has been paid in full.

TARIFF- The Corporation's published rates, fees, and conditions of service.

TRANSFEREE- An applicant receiving a ASWSC Membership by legal means from a person or entity desiring to forfeit and transfer current rights to Membership to a another person or entity.

TRANSFEREE- A Member who transfers Membership by legal means to another person or entity desiring to qualify for service to a property for which the Membership is currently issued or to the Corporation.

## SECTION E: SERVICE RULES AND REGULATIONS

1. Service Entitlement. An Application shall be considered fully 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 by this Tariff.

2. Application Procedures and Requirements. For the purposes of this Tariff, service requested by and provided by the Corporation shall be divided into the following two (2) 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 only 5/8"x3/4' to 3/4' sized water meter services set on existing pipelines or taps made on collection lines no more than five feet in depth.

b. Non-Standard Service is defined as any service applied for which is not Standard Service. In addition to the following requirements for service, service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Applicant prior to extension of such pipelines, and/or service facilities.

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.

(2) A Right-of-Way Easement Form, sanitary control easement or other such easement forms, approved by the Corporation, must be completed by the Applicant for the purpose of following future extensions or facility additions to improve or provide service to future Applicants. NOTE: This requirement may be delayed for Non-Standard Service requests.

(3) The Applicant shall provide proof of ownership or title to property for which service has been requested in a manner acceptable to the Corporation.

(4) The corporation shall consider master metering multiple units for an applicant's request provided the total numbers of units to be served are all:

(a) owned by the same person, partnership, cooperative, corporation, agency, public or private organization of any character but not including a family unit,

(b) inaccessible to public right-of-way, and

(c) considered a commercial enterprise i.e. for business, rental, or lease purposes.

(5) All Service Applications approved and cost of service fees quoted by the Corporation shall be presented to the Applicant in writing and shall stand approved at quoted costs for a period not to exceed thirty (30) days, each Applicant shall re-apply for service under the terms of this Tariff.

(6) 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 purposes of installing the water main and appurtenances, and the Corporation has documentation of such refusal of 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

### 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 other fees shall be paid in advance of installation or in advance of reservation of service capacity including, as applicable, the Membership Fee, any Easement Fees, and the Front-end Capital Contributionss as required under Section G of the Tariff.

b. Re-Service-- on property where service previously existed, the Corporation shall charge the Membership Fee and labor and material costs necessary to restore service. This fee shall be cost-based.

c. Performance of Work -- After all applicable fees are paid and approval is granted by proper authorities, all tap and equipment installations specified by the corporation shall be completed by the corporation staff or the corporation's designated representative. The tap shall be completed within ten (10) working days after receipt of payment of quoted installation fees.

d. Inspection of Customer Service Facilities - The corporation staff or its designated representative shall inspect all customer service facilities before and periodically after the tap is made 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, applicable plumbing codes, and utility construction standards.

#### 4. Activation of Non-Standard Services.

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.

5. Changes in Service Classification. If at any time the corporation determines that the customer service needs change from those needs 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, Sub-Section 15.a.

## 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 Membership Transferees.

b. Membership Certificates -- Upon qualification for service, qualification for membership, and payment of the required fees, the corporation shall issue a membership certificate to the applicant. The membership certificate provides proof of membership in the corporation and shall entitle the applicant/member to one(1) connection to the corporation's water main and one (1) share of corporation stock. The membership certificate also entitles the member to one (1) vote in the conducting of 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 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.

Each Membership Certificate and stock thereby represented shall be assigned to the specified parcel of land originally designated to receive service at the time of application.

NOTE: In the event that the corporation is conducting a potential members survey for indications of interest in future water service for the purpose of determining the feasibility of an initial construction or expansion project under FmHA guidelines (See Sample Application Packet FmHA Form 442-1, Membership Survey Data Sheet), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a membership fee for Membership purpose (upon issuance of a Membership Certificate) if water service is ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded, less expenses, within sixty (60) days of the loan closing with FmHA.

c. Transfers of Membership.

(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 water 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 record transferor; and

(e) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.

(f) (Optional) In the event the existing Member requests a Membership refund, the Corporation shall require the new Member to deposit with the Corporation another Membership Fee equal to that quoted in the Corporation's current bylaws.

d. Cancellation of Membership -- To keep a Membership in good standing, a minimum 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. 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 3.a. of this Tariff.

e. Liquidation Due To Delinquency -- When the amount of the delinquent minimum monthly charges, gallonage charges, penalties, and service fees owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated and the Membership cancelled 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 15.1.[4]). The Corporation shall collect any remaining account balances through appropriate means. Reinstatement of service shall be subject to the terms of the Activation of Service Sub-Section 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.

g. Re-assignment of Cancelled 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.



h. Mortgaging of memberships-- Nothing herein shall preclude a member from mortgaging his memberships. 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 (see misc. transaction forms). Prior to the cancellation of any membership as provided under sub-section 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 provide 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 provide 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 or similar legal proceedings by the holder of the security interest.

7. Owners and Renters. Any ASWSC member renting or leasing property to other parties are responsible for all charges due the corporation in the event a renter or lessee leaves the corporation with any unpaid bills. The corporation will bill the renter or lessee for utility services as a third party, but the member fully responsible for any and all unpaid bills left by the renter/lessee. The owner shall be required to sign an Alternate Billing Agreement. (See Misc. Transaction Forms.) The member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The corporation may notify the member of the renter's past due payment status subject to service charges.

ASWSC

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 water service has been requested when there is reason to believe that a hazardous condition may exist for which access is necessary to verify;

e. Failure of applicant or transferee to comply with all governmental rules and regulations of the corporation 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, of the basis of its refusal, and 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 cause 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 of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;

d. Failure to pay a bill of another 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 of a utility bill;

f. Failure to pay for the restoration of a tap removed by the utility at its option or removed as the result of tampering or delinquency in payment by a previous customer.

g. 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 Misc. Transaction Forms.)

### 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. Billing for this amount shall be mailed on or about the 1st 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 three thousand (3,000) gallon water allotment, if included, in the Minimum Monthly Charge, shall be billed at the rate specified in Section G, and shall be billed in one thousand (1,000) 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 1st of the month. All bills shall be due 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 by the past due date. Payments made by mail will be considered late if postmarked after the past due date. 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 request may specify extension of the late payment periods for current and subsequent billings.

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

a. Disconnection With Notice -- Water utility service maybe 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.

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.

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

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

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 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 therefor 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.

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

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

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

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

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

(5) Failure of the member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the inoperative meters subsection E.15.19. 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 of 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 reconnections 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 disconnected. 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 least 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, misapplied 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 under the Texas Penal Code 28.03.

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;  
j
- d. The existing tap location is on property contiguous to the proposed tap location;
- j e. The Member pays the actual cost of relocation plus administrative fees, and
- f. Service capacity is available at proposed location.

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 Regulations 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 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 Disconnectin 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 premises 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 be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.

(1) All Connections shall be designed to ensure against 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. Customer service pipelines shall be installed by the applicant and shall be a minimum SDR-26 pipe.

(3) All pipe and fittings used by the customer to convey sewage from its source to the sewer line must be D-3034, SDR-35 or equivalent, 4 inch diameter pipe. No DWV (drain waste and vent) pipe or fittings will be allowed. All joints must be watertight and pipe must be installed to recommended grade. all non-household wastewater customers who have the potential for dirt, grit, sand, grease, oil, or similar substances must install and maintain a trap ahead of their entrance to the Corporation's wastewater collection piping. A double cleanout is required at the property line and recommended at the house. Other site-specific requirements may be imposed by the Corporation. All wastewater and potable water service pipeline installations must be a minimum of nine feet apart and meet all applicable plumbing standards for crossings, etc.

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 meter. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.

e. The Corporation shall require each Member to provide 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 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: 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 the 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 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 one-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 service within the corporation's 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.

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 Front-end capital contributions 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 easement 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 subject to costs equal to the original cost of facility installation for those facilities in public right-of-ways, plus the estimated 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 purposed 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 and 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 cost 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 reference acceptable to the corporation;

e. The contractor shall qualify with the corporation as competent 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 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.

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

Unless specifically defined in this Tariff, all fees, rates, and charges as herein 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 no -standard. An investigation shall then be conducted and the results reported under the following terms:

a. All standard service requests 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 specifications 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 (refundable) Membership fee of \$50.00 must be paid before service shall be provided or reserved for the applicant by the corporation.

a. The Membership Fee for water service is \$50.00 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 secure easements in behalf of the corporation and/or pay all costs incurred by the corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant.

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, plumbing 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 service is requested and installed.

b. Non-Standard Service shall include and 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.

## 6. MONTHLY CHARGES.

## A. Minimum Monthly Charges

(1) Water Service - The monthly charge for metered water service, which may or may not include allowable gallonage, is based on demand by meter size. Each charge is assessed based on the number of 5/8"x3/4" 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"x3/4" METER EQUIVALENTS	ALLOWABLE GALLONAGE	MONTHLY RATE
5/8"x3/4"	1.0	3,000	\$9.00
3/4"	1.5	3,000	\$9.00
1"	2.5	3,000	\$9.00

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 shall be based on the corporation's monthly operating costs to service the applicant's dedicated facilities on a per service unit basis. This charge reserves service to the applicant's service area. This fee is determined on a case by case basis but shall never exceed the minimum monthly charge for metered service on a per service unit basis.

c. In addition to the minimum monthly charge, a gallonage charge shall be added at the following rates for usage during and one (1) billing period.

(1) Water = \$1.50 per 1,000 gallons for and gallonage over 3,000 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 or sewer 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.

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 a minimum monthly or reserved service charge during any one billing period.

9. Mortgagee/Guarantor Notification Fee. The corporation shall assess a fee of \$5.00 for each notification to a membership lien-holder under agreement prior to membership cancellation. (see misc.transaction forms.)

11. Reconnect Fee. The corporation shall charge a fee of \$25.00 for reconnecting service after the corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section D.3.b. (Re-Service.)

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 diversion, 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.

20. 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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## SECTION H: EMERGENCY RATIONING PROGRAM

The following water rationing program is adopted for emergency use only during periods of acute water shortage.

1. Declaration of Emergency. When a system demand exceeds production or storage capability measured over a twenty-four (24) hour period, and refilling the storage facilities is rendered impossible, or when the corporation is notified by its wholesale supplier of a cutback in water to be delivered to such an extent that normal use patterns will no longer be possible, the corporation may declare an emergency to exist, and thereafter ration water in the following manner.

2. Notice Requirements. Written notice of the proposed rationing shall be mailed or delivered to each affected member seventy-two (72) hours before the corporation actually starts the program, and shall also be placed in a local newspaper. The member notice shall contain the following information:

- a. The date rationing shall begin;
- b. The date rationing shall end;
- c. The stage (level) of rationing to be employed;
- d. A copy of this rationing authority; and
- e. Affected area to be rationed.

3. Stage Level of Rationing.

a. STAGE I (Mild Rationing Conditions) -- Alternate day usage of water for outdoor purposes such as lawns, gardens, car washing, etc. The provisions for alternate day use shall be specified by the corporation in the written notice.

b. STAGE I-A (Limited Water Usage) -- The Corporation may limit water usage to a gallonage determined by the water plant's mechanical capability to provide continuous service in direct proportion to the loss of production/re-fill capability at a plant where no back-up facilities are available to remedy the shortage, prorated over all Members served by the water plant. Water restrictors may be installed for Members that exceed the limited gallonage determined by the system's mechanical capability. A flow restrictor shall be installed at the Member's expense (not to exceed actual costs or \$50.00). Tampering with the flow restrictor will result in water service termination for seven (7) days. The normal Reconnection Fee (Service Trip Fee) of the Corporation shall apply for restoration of service. The maximum number of gallons per meter per month shall be contained in the notice to each Member.

c. STAGE II (Moderate Rationing Conditions) -- All outdoor water usage is prohibited; however, usage for livestock is exempt.



d. STAGE III (Sever Rationing Conditions) -- All outdoor water usage is prohibited; livestock may be exempted by the Corporation. All Consumption shall be limited to each Member in one of the following ways;

(1) A fixed percentage of each member's average use in the prior month, the percentage to be uniformly applied on a system-wide bases, each Member being notified of this percentage amount, OR,

(2) A maximum number of gallons per meter (Member) per week, with notice to each Member of this number.

Total percentages under item 1 or maximum number of gallons under item 2 above shall be calculated not to exceed 80% of the system's current production/refill capability for the area being rationed.

4. Violation of Emergency Rationing Rules.

a. First Violation - The Corporation may install a flow restrictor in line to limit the amount of water which will pass through the meter in a twenty-four (24) hour period. The cost to be charged to the Member's account shall be the actual installed cost to the Corporation, not to exceed \$50.00.

b. Subsequent Violations - The Corporation may terminate service at the meter for a period of seven (7) days or until the end of the calendar month, whichever is LESS. The normal service trip fee of the Corporation shall apply for restoration of service.

5. Exemptions or Variance From Rationing Rules. The Board of Directors may grant any Member an exemption or variance from the uniform rationing program, for good cause. The Corporation shall treat all Members equally concerning exemptions and variances, and shall not employ discrimination in such grants.

6. Rates. All existing rate schedules shall remain in effect during the rationing period, and no charges may be levied against a Member which are not contained in the approved Tariff of the Corporation.

The purpose of this Emergency Rationing Program is to conserve the total amount of water demanded for the Corporation until supply can be restored to normal levels. This rationing program shall not exceed sixty (60) days without extension by the Board of Directors.

APPLE SPRINGS WATER SUPPLY CORP.

CCN - APPLIED FOR

APPLE SPRINGS, TEXAS 75926

APPROVED FOR THE BOARD OF DIRECTORS  
OF THE APPLE SPRINGS WATER SUPPLY CORPORATION  
BY THE BOARD OF DIRECTORS  
ON 11/14/78  
AT APPLE SPRINGS, TEXAS  
BY THE BOARD OF DIRECTORS  
ON 11/14/78  
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