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ZELESKEY LAW FIRM

John D. Stover
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- Timothy J. Karczewski
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Emeritus
- John D. Stover

April 10, 2012

VIA CMRRR NO. 7011 0110 0002 4317 0578

Ms. LaDonna Castanuela
Chief Clerk MC-105
P.O. Box 13087
Austin, Texas 78711-3087

In re: Lake Livingston Water Supply and Sewer Service Corporation

Dear Ms. Castanuela:

Pursuant to 30 TAC Sec. 291.21(j), enclosed is one original executed amended Tariff of the Lake Livingston Water Supply and Sewer Service Corporation updated and effective March 22, 2012 for your records.

Very truly yours,

John D. Stover

JDS/rc
@PFDesktop\1:ODMA/PCDOCS/DOCS1/360398/1

Enclosure

cc: Mr. John Ganzer
General Manager
Lake Livingston WSSSC
P.O. Box 1149
Livingston, TX 77351

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CHIEF CLERKS OFFICE

2012 APR 12 PM 3:07

ON BOARDING

ZELESKEY LAW FIRM PLLC

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Additional offices: Nacogdoches and Livingston

Lake Livingston Water Supply and Sewer Service Corporation Tariff

1930 North Washington Ave.
P. O. Box 1149
Livingston, Texas 77351
www.llwater@livingston.net

Updated March 22, 2012

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SECTION A.
RESOLUTIONS

THE BOARD OF DIRECTORS OF LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE CORPORATION ESTABLISHES THAT:

1. This Tariff of the Lake Livingston Water Supply and Sewer Service Corporation, serving in the counties of Hardin, Liberty, Polk, San Jacinto, Trinity, Tyler, and Walker consisting of Sections A. through H. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of March 22, 2012.
2. Only those preexisting written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.
3. The adoption (or revisions) of this tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been adopted (revised) in compliance with the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED, this 22 day of March, 2012.

LAKE LIVINGSTON WATER SUPPLY
AND SEWER SERVICE CORPORATION

By: Ed Thomas
Name: Ed Thomas, President

ATTEST:

LAKE LIVINGSTON WATER SUPPLY
AND SEWER SERVICE CORPORATION

By: Lillian Bratton
Name: Lillian Bratton Secretary

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LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE CORPORATION
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WATER SUPPLY DIV.
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SECTION B.
STATEMENTS

1. **Organization.** The Lake Livingston Water Supply and Sewer Service Corporation is a member-owned, non-profit corporation incorporated pursuant to the Texas Water Code, Chapter 67, Nonprofit Water Supply or Sewer Service Corporations, and as supplemented by the Texas Business Organizations Code, Chapter 22, Nonprofit Corporations, for the purpose of furnishing potable water and or sewer utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.
2. **Non-Discrimination Policy.** Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.
3. **Policy and Rule Application.** These policies, rules, and regulations apply to the water services provided by the Lake Livingston Water Supply and Sewer Service Corporation, also referred to as Corporation or LLWSSSC. Failure on the part of a Member or an Applicant or other consumer to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.
4. **Corporation Bylaws.** The Corporation Members have adopted bylaws (see Section 22.102 of the Texas Business Organizations Code) which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation's office.
5. **Fire Protection Responsibility.** The Corporation does not provide nor imply that fire protection is available on any of the distribution system. All hydrants or flush valves are for the operation and maintenance of the system and may be used for refill only by authorized fire departments. The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.
6. **Damage Liability.** The Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limit of liability of the 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 located at 1930 North Washington Avenue, Livingston, Texas 77351. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act. An individual customer may request in writing that his or her address, telephone number, account records, or social security number be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an

employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each Member on a list to be made available to the Corporation's voting Members, or their agents or attorneys, in connection with a meeting of the Corporation's Members. The Corporation shall give its Applicants/Members and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

8. **Customer Notice Provisions.** The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all consumers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
9. **Grievance Procedures.** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:
 - a. By presentation of concerns to the Corporation's manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
 - b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
 - c. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
 - d. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.
10. **Customer Service Inspections.** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new Members as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(i-j))
11. **Submetering Responsibility.** Submetering by Master Metered Accounts is not allowed, unless an application for such has been approved in writing by the Corporation. To apply for submetering, the Master Metered Account Customer must provide to the Corporation proof that the Customer has registered with the Texas Commission on Environmental Quality as provided for in Subchapter M of Chapter 13 of the Texas Water Code. If the application is approved and the Corporation allows the submetering, the Corporation will have no jurisdiction or responsibility to the Customer's tenants, and the Customer's tenants receiving water under a Master Metered Account will not be considered customers of the Corporation. Any interruption or impairment of water service to the tenants is the sole responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Texas Commission on Environmental Quality.

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SECTION C. **DEFINITIONS**

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Active Service – The status of any Member receiving authorized service under the provisions of this Tariff.

Applicant – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Lake Livingston Water Supply and Sewer Service Corporation.

Board of Directors – The governing body elected by the Members of the Corporation.

Bylaws – The rules pertaining to the governing of the Corporation adopted by the Corporation Members

Certificate of Convenience and Necessity (CCN) – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for the Corporation to provide water and/or sewer utility service within a defined territory. The Corporation has been issued Certificate Number 10147. Territory defined in the CCN shall be the Certificated Service Area. (See Section D. Certificated Service Area Map.)

Corporation – The Lake Livingston Water Supply and Sewer Service Corporation.

Developer – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests more than two (2) water or sewer service connections on a single contiguous tract of land.

Disconnection of Service – The discontinuance of water or sewer service by the Corporation to a Member.

Easement – A private perpetual dedicated right-of-way for the installation of water and or sewer pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable). This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. (See Application Packet, FmHA Form 442-8 or FmHA Form 442-9.)

Equity Buy-In Fee – Each Applicant shall be required to achieve parity with existing Members. This fee shall be assessed prior to providing or reserving service on a per-service unit basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested. (Section G. 5., also see Miscellaneous.)

Final Plat – A complete plan for the subdivision of a tract of land approved by the commissioners court of the county in which the subdivision is located. The Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat.

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

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

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

Member – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in the Corporation and that has qualified for service and been certified as a member in accordance with the Corporation's Tariff.

Membership – A non-interest bearing stock purchased from the Corporation evidencing a Member's interest in the Corporation. (See Tariff Section E. 7 b.)

Membership Fee – A fee qualified as such under the terms of the tariff and the bylaws of the Corporation assigned to the real estate designated to receive service.

Proof of Ownership/Right of Occupancy – For the purpose of this tariff, Applicants for service and membership shall provide proof of ownership by deed of trust, warranty deed, or other recordable documentation of fee simple title to real estate to be served, or proof that the applicant has the right to possess and occupy the real estate.

Rural Utilities Service (RUS) – An Agency of the United States Department of Agriculture Rural Development Mission Area that provides loan and grant funds for development of rural water and sewer systems serving communities with a population of less than ten thousand (10,000) people.

Renter – A consumer who rents or leases property from a Member or who may otherwise be termed a tenant.

Re-Service – Providing service to an Applicant at a location for which service previously existed. Costs of such re-servicing shall be based on justifiable expenses. (See Tariff Section E. 3. b., E. 4. b., and Miscellaneous.)

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

Service Application and Agreement – A written agreement between the Member/Applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished.

Service Unit – The base unit of service used in facilities design and rate making. For the purpose of this Tariff, a service unit is a 5/8" X 3/4" water meter.

Subdivide – To divide the surface area of land into lots or tracts. (See Texas Local Government Code Chapter 232.)

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Subdivider – An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (See Texas Local Government Code Chapter 232.)

Subdivision – An area of land that has been subdivided into lots or tracts. (See Texas Local Government Code Chapter 232.)

Tariff – These operating policies, service rules, service extension policy, service rates, rationing policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this Board approved tariff is on file at the Corporation office and as required since September 1, 1989 at the State office of the TCEQ.

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

Texas Commission on Environmental Quality (TCEQ) – State regulatory agency having jurisdiction of water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Non-Profit Water and Sewer Service Corporations.

Transferee – An Applicant receiving a Lake Livingston Water Supply and Sewer Service Corporation Membership by legal means from a person or entity desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff Section E. 7 c., Miscellaneous Transaction Forms.)

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

Water Conservation Penalty – A penalty that may be assessed under Section H of this tariff to enforce Customer/Member water conservation practices during drought contingency or emergency water demand circumstances.

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SECTION D.
GEOGRAPHIC AREA SERVED

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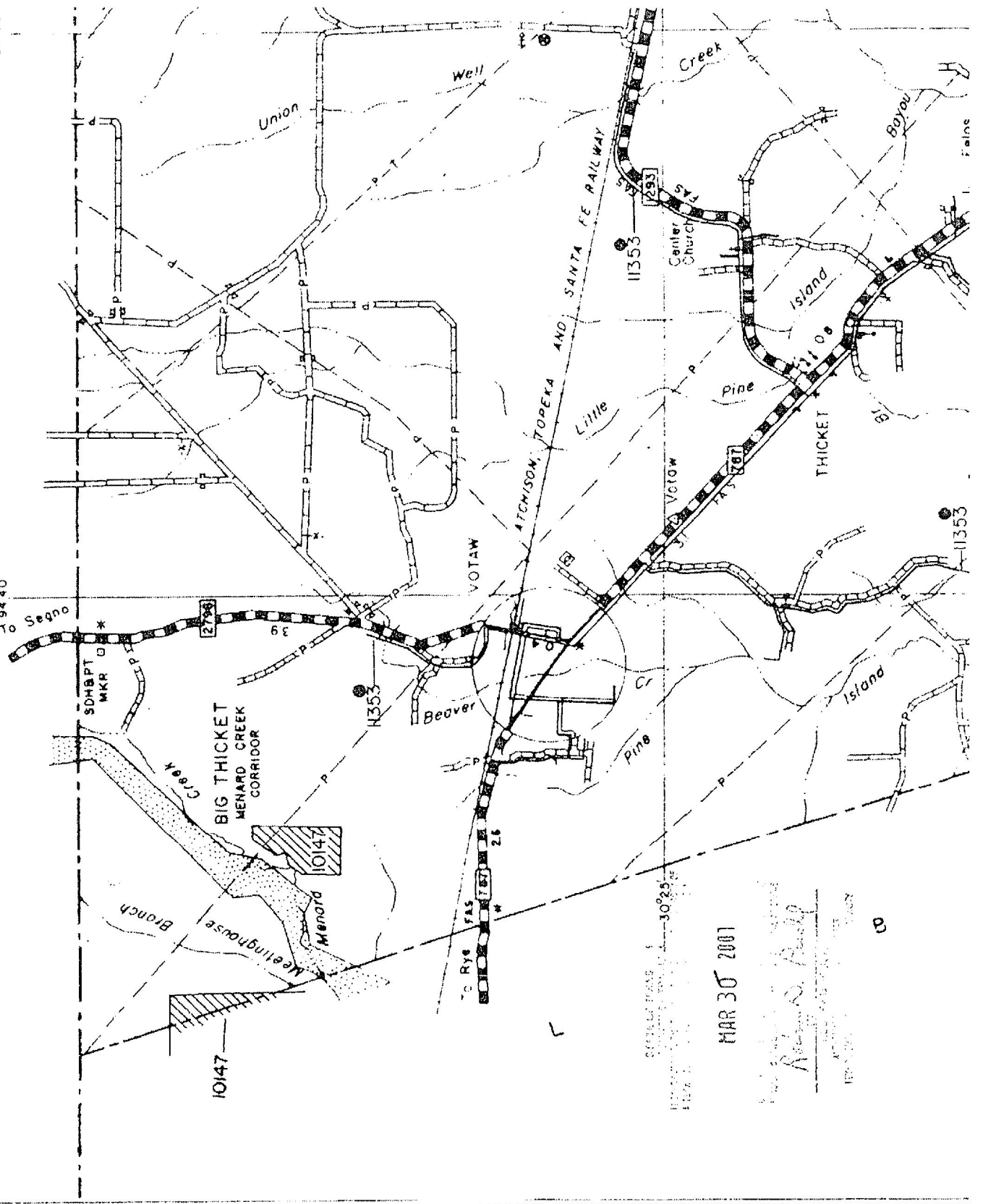
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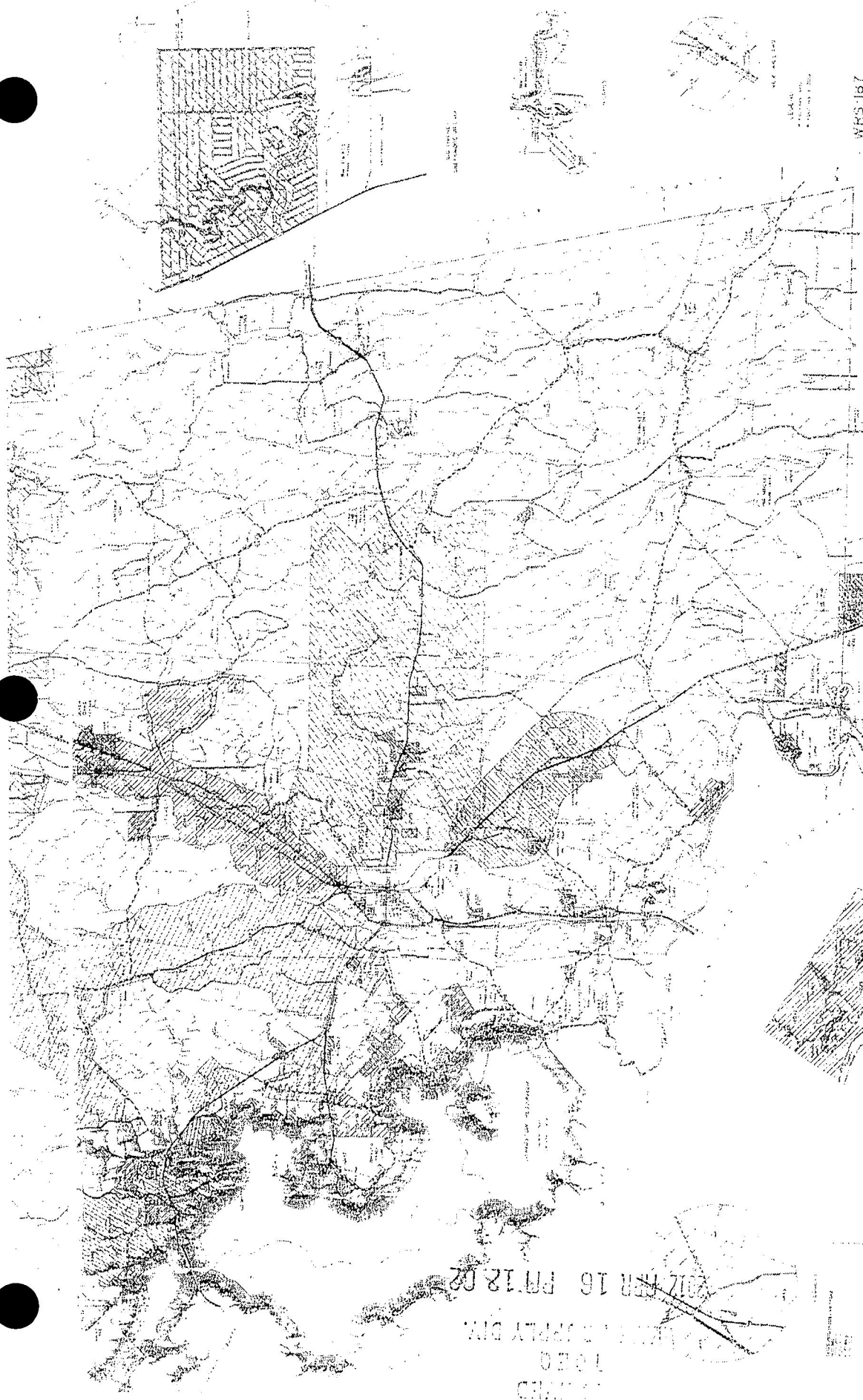


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Robert O. Bunch
 SURVEYOR

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HARDIN COUNTY



WFS 167
 GENERAL HIGHWAY MAP
 POLK COUNTY
 TEXAS

STATE DEPARTMENT OF TRANSPORTATION
 AND PUBLIC SAFETY DIVISION
 TRANSPORTATION ENGINEERING SECTION
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL BUREAU OF HIGHWAYS

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STATE DEPARTMENT OF HIGHWAYS
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SAN JACINTO COUNTY DIV.

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GENERAL HIGHWAY MAP
SAN JACINTO COUNTY
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STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION
TRANSPORTATION PLANNING DIV.
U.S. DEPARTMENT OF TRANSPORTATION

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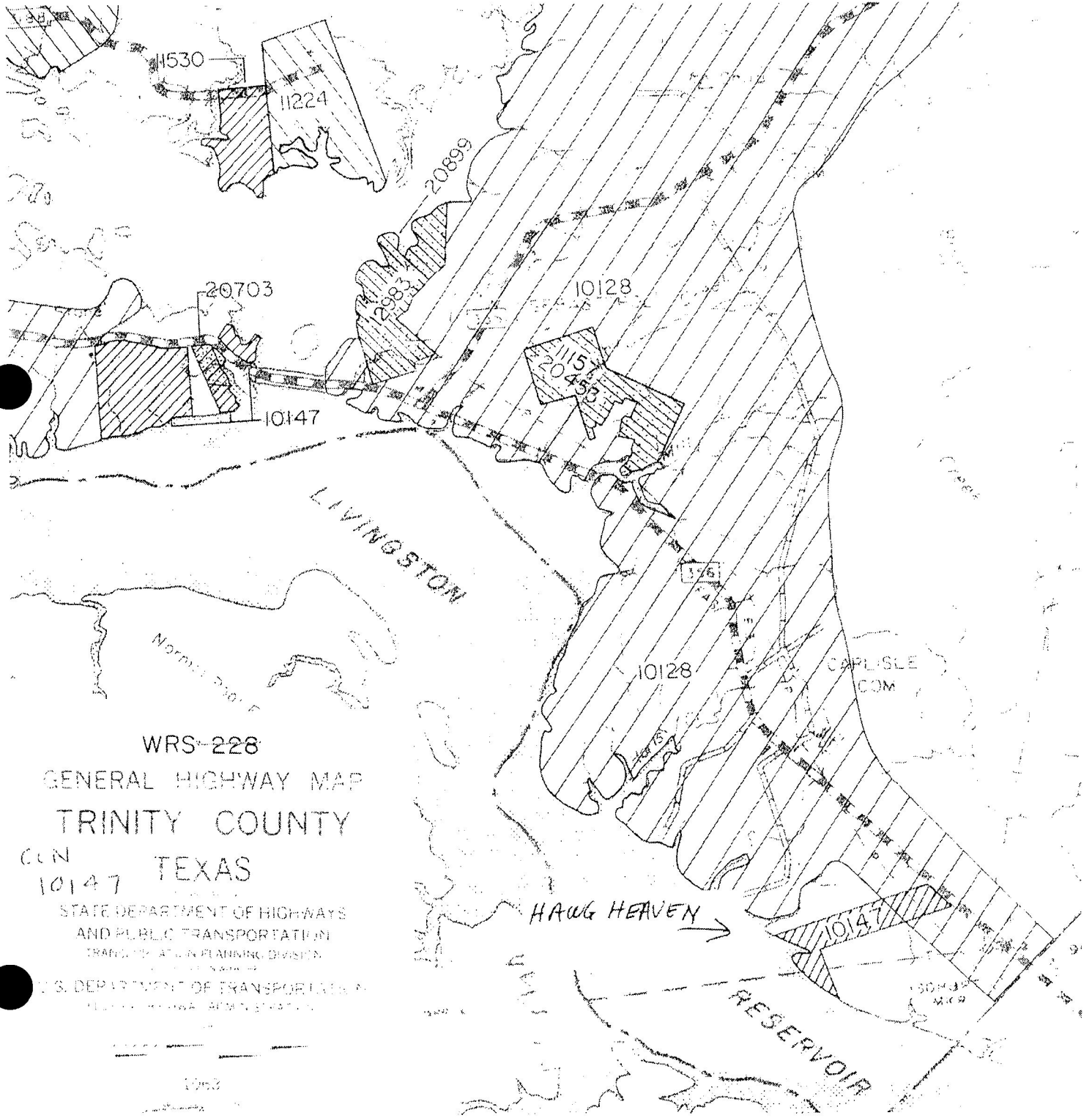
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U.S. DEPARTMENT OF JUSTICE

ROBERT O. BONDY
DIRECTOR

JAN - 5 2007

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535



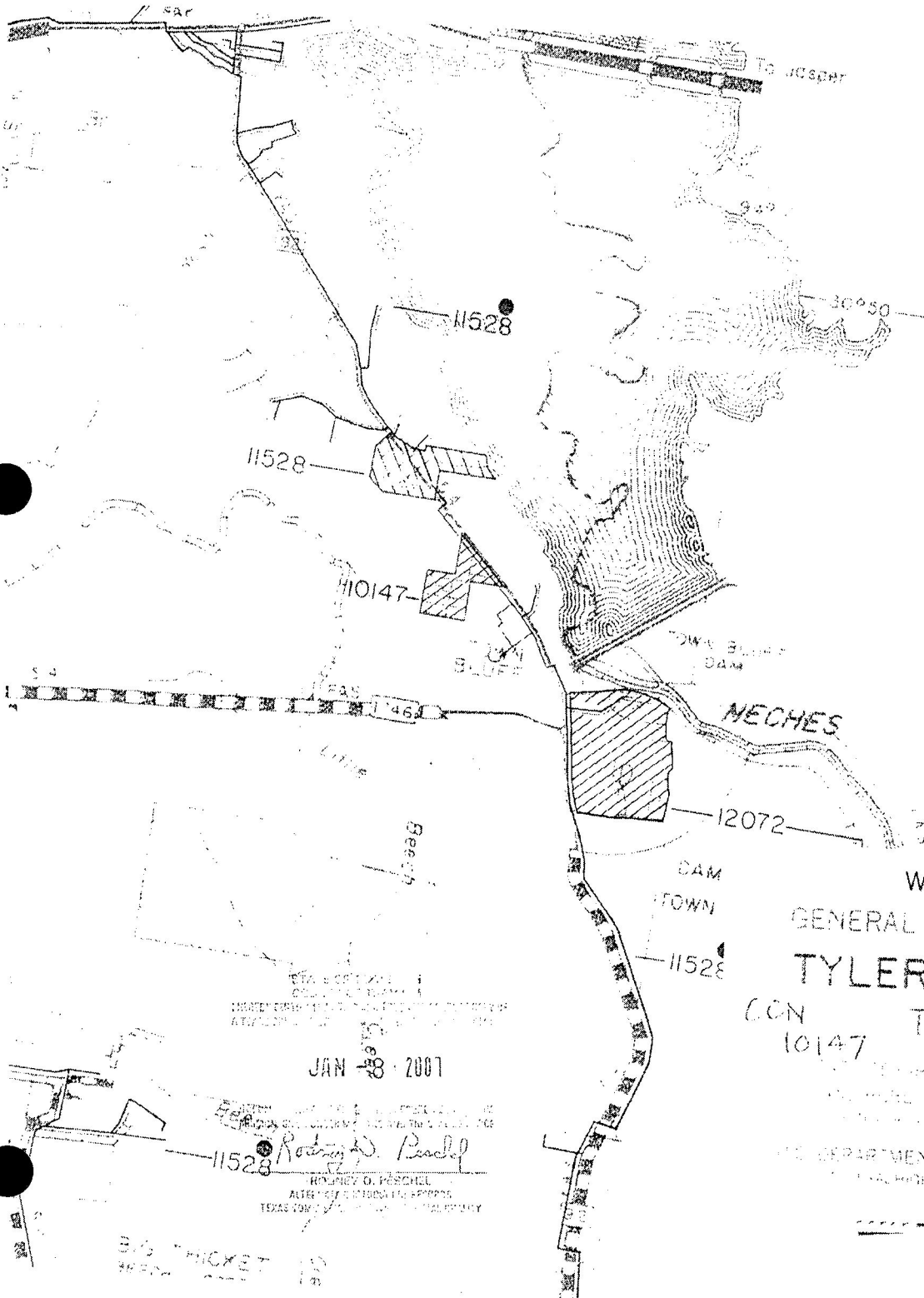
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 GENERAL HIGHWAY MAP
 TRINITY COUNTY
 TEXAS

STATE DEPARTMENT OF HIGHWAYS
 AND PUBLIC TRANSPORTATION
 TRANSPORTATION PLANNING DIVISION
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

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STATE OF TEXAS

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GENERAL HIGHWAY MAP

TYLER COUNTY

TEXAS

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STATE OF TEXAS
COUNTY OF TYLER
REGISTERED SURVEYOR

JAN 28 2007

Rodney D. Pasch
RODNEY D. PASCH
REGISTERED SURVEYOR
TEXAS COMMISSION ON PROFESSIONAL SURVEYING

BIG THicket

TEXAS DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY DEPARTMENT

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 GENERAL HIGHWAY MAP
 LIBERTY COUNTY
 TEXAS

STATE DEPARTMENT OF HIGHWAYS
 AND PUBLIC TRANSPORTATION
 TRANSPORTATION PLANNING DIVISION
 FEDERAL DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

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LIBERTY COUNTY TEXAS 146

LIBERTY COUNTY TEXAS 146

SCALE

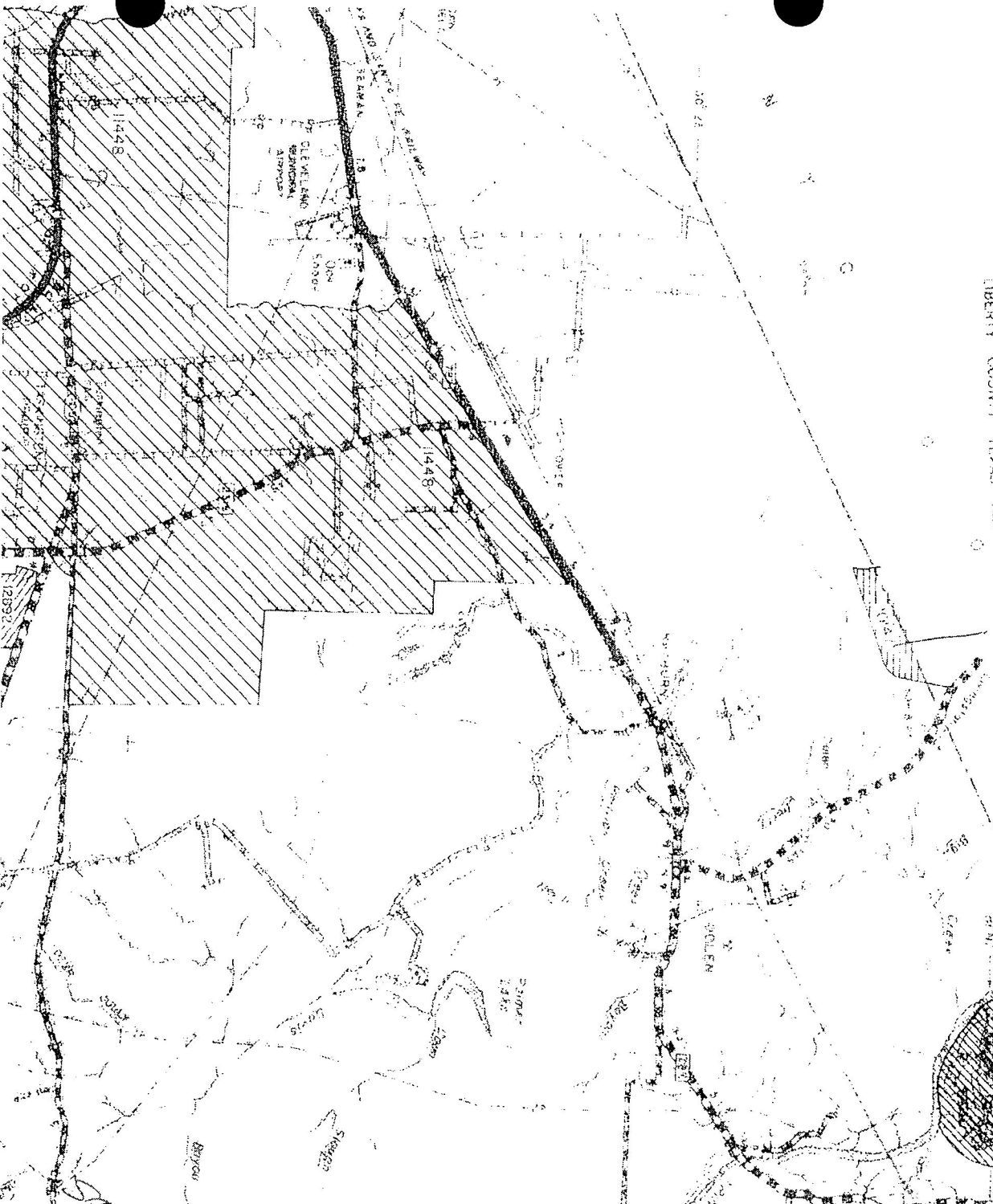
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 TRANSPORTATION DIV.



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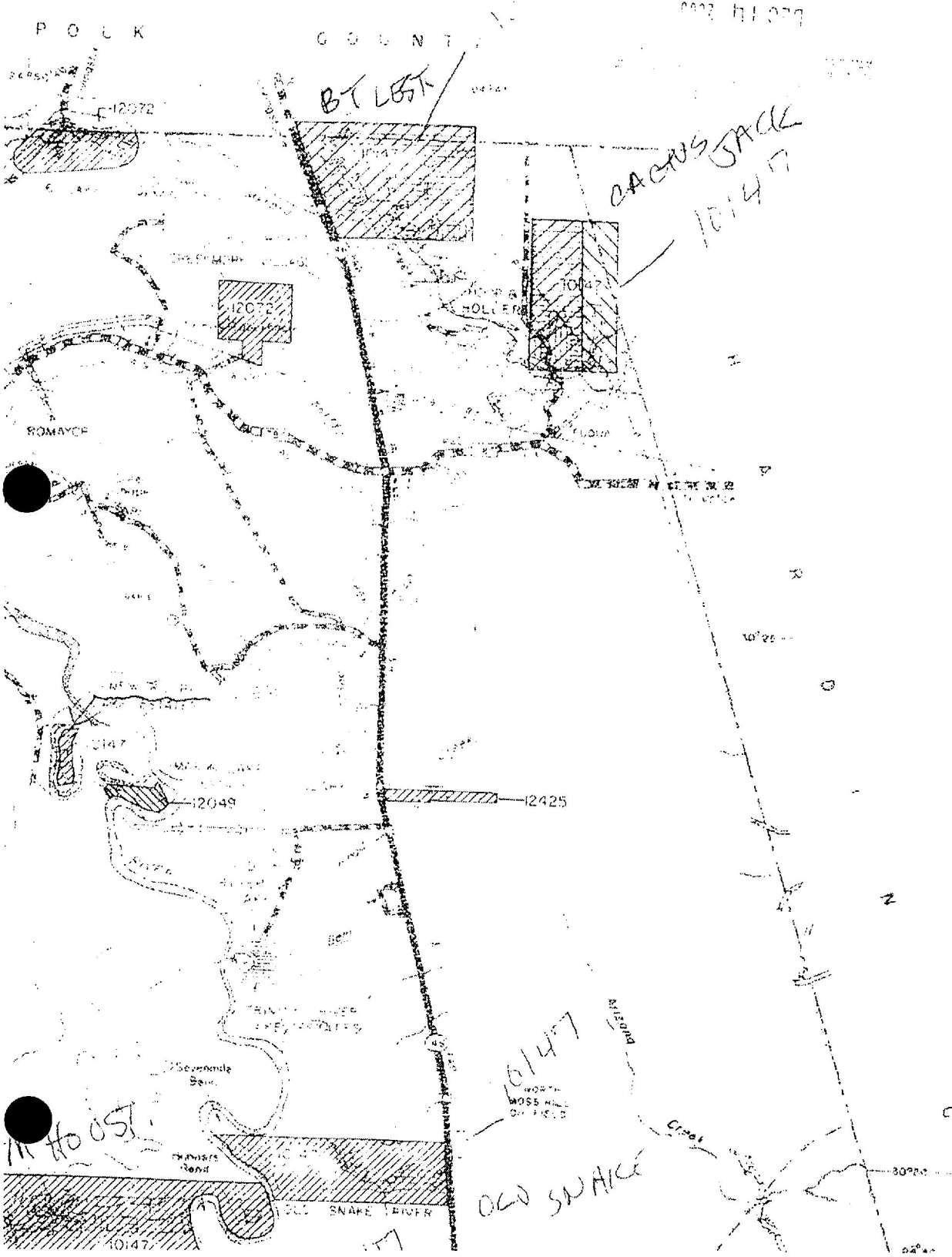


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SECTION E.
SERVICE RULES AND REGULATIONS

1. ***Service Entitlement.*** The Applicant(s) shall be considered qualified and entitled to water and or sewer 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.
2. ***Service Location and Classification.*** For the purposes of this Tariff, service requested by the Applicant(s) shall be for real estate designated to receive the service provided by the Corporation. Service shall be through a meter or sewer tap located on that designated real estate unless otherwise approved by the board. Service shall be divided into the following two classes:
 - a. **Standard Service** is defined as service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4" or 3/4" sized water meter services set on existing pipelines.
 - b. **Non-Standard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account, or an addition to the supply, storage and/or distribution/collection system. The service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service.
3. ***Service Requirements.*** The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable, in addition to the Applicant, any other person sharing an ownership interest in and receiving service at that property, such as the Applicant's spouse, shall sign the Service Application and Agreement Form.
 - a. A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, required by the Corporation, must be completed by the Applicant for the purpose of allowing future facility additions.
 - b. The Applicant shall provide proof of ownership or proof of right of occupancy/possession with regard to the property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of fee simple title to the real estate designated to receive service.
 - c. On the request by the property owner or occupant or the owner or occupant's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. The Corporation shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in Section F.4. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water/sewer service demand represented by full occupancy of the property, as determined under applicable provisions of Section F. It shall be the responsibility of the property owner to obtain the memberships required for each individual meter. The Corporation shall consider master metering and/or non-standard sewer service to apartments, condos, trailer/RV parks, or business centers and other similar type enterprises at an Applicant's request provided the total number of units to be served are all:

- owned by the same person, partnership, cooperative, corporation, agency, public or private organization of any type but not including a family unit,
- directly inaccessible to public right-of-way, and
- considered a commercial enterprise i.e. for business, rental, or lease purposes.

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

If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant easement required under this Tariff and in addition to the normally required fees for new customer service, shall pay such sums as are reasonably necessary to cap the existing line in the ROW and construct the appropriate line or lines within that easement for the Corporation's system-wide service.

4. **Activation of Standard Service.**

- New Tap** – The Corporation shall charge a non-refundable service installation fee as required under Section G of this tariff. The service installation fee shall be quoted in writing to the Applicant. All fees shall be paid in advance of installation.
- Re-Service** – On property where service previously existed, the Corporation shall charge the Membership Fee (where the Membership Fee has been liquidated or refunded), reconnection costs, and other applicable costs necessary to restore service.
- Performance of Work** – All tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all application requirements have been met. The tap for a standard service request shall be completed within ten (10) working days whenever practicable, but not later than 20 working days. This time may be extended for installation of equipment for Non-Standard Service Request. (See Section F.)
- Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to insure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, and maintain any approved backflow prevention device required by the Corporation and provide documentation of such to the Corporation.

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

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

6. **Changes in Service Classification.**

If at any time the Corporation determines that an Applicant/Member's service needs have changed to a different service classification than that for which the Applicant/Member originally applied and the Corporation determines that additional or different facilities are necessary to provide adequate service to that Applicant/Member, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject

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to the Disconnection with Notice Provisions of this Tariff, Sub-Section 15.a.

7. Membership.

- a. **Eligibility** - Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership** - Upon qualification for service, qualification for Membership, and payment of the required fees, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation's water utility service and one (1) share of Corporation Stock. The Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership and Stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application.
- 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 7.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 7.c. (3).
 - 3) Qualifications for service upon transfer of Membership set forth in Sub-Section 7.c.(1) and 7c.(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; and
 - (d) The Transferee demonstrates satisfactory evidence of ownership of the property or the right to occupy the property designated to receive service and from which the Membership originally arose.
 - 4) If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10th day according to disconnection with notice requirements. Additional time may be allowed at the directions of the manager or board.
- d. **Cancellation of Membership** – To keep a Membership in good standing, a Service

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

Liquidation Due To Delinquency – When a member leaves a delinquent balance, the Membership Fee shall be liquidated and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership, the Corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (see Tariff Section E, Subsection 15.1a. (4)). The Corporation shall collect any remaining account balances by initiation of legal action. Re-instatement of service shall be subject to the terms of the Activation of Service Sub-Section E. 3. a. of this Tariff.

- f. **Cancellation Due To Policy Non-Compliance** – The Corporation may cancel a Membership anytime a Member fails to comply with policies of the Corporation, including but not limited to Member's failure to provide proof of ownership or proof of the right of occupancy of the property from which the Membership arose.
- g. **Mortgaging of Memberships** – Nothing herein shall preclude a Member from mortgaging his/her Membership. However, notification to the holder of any security interest (mortgagee/lien-holder) of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement. See Miscellaneous Transaction Forms). Prior to the cancellation of any Membership as provided under Sub-Section E. 7d. (Cancellation of Membership), the Corporation will notify the holder of any security interest in the Membership. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the Membership. The Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings or similar legal proceedings by the holder of the security interest.
- h. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings** – Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding 12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the Disconnection with Notice Provisions of Section E(15)(a) of this tariff, with a copy of the notice to the bankruptcy Trustee.

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8. **Owners and Renters.** Any Member, renting or leasing real estate property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due the Corporation. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The owner shall be required to sign an Alternate Billing Agreement. (See Miscellaneous Transaction Forms.) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter's past due payment status. Such notification will be subject to a service charge (see Section: Miscellaneous Transaction Forms).
9. **Denial of Service.** The Corporation may deny service for the following reasons:
- Failure of the Applicant or Transferee to complete all required easements, forms and pay all required fees and charges;
 - Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
 - Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;
 - Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;
 - Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant;
 - Failure of Applicant or Transferee to provide proof of ownership or proof of right of occupancy, to the satisfaction of the Corporation, of property for which the tap has been requested, and/or
 - Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.
10. **Applicant's or Transferee's Recourse.** In the event the Corporation refuses to serve an Applicant under the provisions of these rules, the Corporation must notify the Applicant, in writing, on the basis of its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.
11. **Insufficient Grounds for Refusal of Service.** The following shall not constitute sufficient cause for the refusal of service to an Applicant or Member:
- Delinquency in payment for service by a previous occupant of the premises to be served;
 - 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;
 - 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 Applicant/Member has first been notified and been afforded reasonable opportunity to comply with said rules;
 - 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;
 - Failure to pay the bill of another customer at the same address except where a change of customer identity is made to avoid or evade payment of a utility bill;
 - 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; or

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- g. The Applicant/Member chooses to use a type of backflow prevention assembly approved under §290.44(h) of Title 30 of the Texas Administrative Code even if the assembly is not the one preferred by the Corporation.

12. **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.

13. **Charge Distribution and Payment Application.**

a. **The Service Availability Charge** is for the billing period from the first day of the month to the last day of the month. Charges shall be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed on or about the 28th 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. **Gallonge Charge** shall be billed at the rate specified in Section G and billing shall be calculated in one thousand (1000) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.

c. **Posting of Payments** – All payments shall be posted against previous balances prior to posting against current billings.

14. **Due Dates, Delinquent Bills, and Service Disconnection Date.** All bills are considered the responsibility of each person signing the Service Application and Agreement Form. The Corporation shall mail all bills on or about the 28th day of the month and all bills are due no later than the 16th day of the following month. If a bill is not paid by the 18th day of the month that the bill is due, then a penalty shall be applied as described in Section G. A bill is delinquent if not paid on or before the past due date. A ten (10) day grace period may then be allowed for delayed payments prior to mailing of final notices. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

- Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 15 day payment period for a total of no more than 25 days from the date the bill is issued. The 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 service. For the purposes of disconnecting sewer service under these policies, water service will be terminated in lieu of disconnecting sewer service. In instances of nonpayment of sewer service or other violations by a Member who is not a water customer, the Corporation has the option to disconnect the sewer tap or take other appropriate actions.

a. **Disconnection with Notice** – Water utility service may be disconnected for any of the

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following reasons after proper notification has been given.

- 1) Returned Checks – The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. (See Miscellaneous Transaction Forms.) Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a "cash-only" basis for a period of 12 months. "Cash only" means certified check, money order, or cash.
- 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit, 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 (including, where appropriate, Section H), 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.
- 7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.
- 8) Cancellation of membership by Member on an account that the Member holds for water/sewer service to the Member's renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. (Note: The cancellation of membership must be in writing and signed by the Member.) THE CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER, ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LEESSEES.)

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 related to the type of service provided exists. 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;
- 2) 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;
- 3) 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; or
- 4) In instances of tampering with the Corporation's meter or equipment, by-passing the meter or equipment, or other diversion of service.

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- 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;
 - 2) Failure of the Member to pay for utility services provided to a previous occupant of the premises;
 - 3) Failure of the Member to pay for a different type or class of utility service unless the fee for such service is included on the same bill;
 - 4) Failure of the Member to pay charges arising from an underbilling due to any misapplication of rates more than six (6) months prior to the current billing;
 - 5) 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;
 - 6) 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. 19. of this tariff;
 - 7) Failure of the Member to pay an 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;
 - 8) Failure of the Member to comply with regulations or rules regarding anything other than the type of service being provided;
 - 9) Refusal of a current Member to sign a service agreement; or
 - 10) Failure to pay standby fees.
- d. **Disconnection on Holidays and Weekends** – Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.
- e. **Disconnection Due to Utility Abandonment** – The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality.
- f. **Disconnection for Ill and Disabled** – The Corporation may not discontinue service to a delinquent residential Member when that Member establishes that some person residing at that residence will become 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 prior to the stated date of disconnection 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. Service may be disconnected in accordance with subsection a. of this Section 15 if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the customer enters into a Deferred Payment Agreement.
- g. **Disconnection Upon Member Request** – The Corporation shall disconnect service no later than the end of the next working day after receiving a written request from the Member.
- h. **Disconnection of Master-Metered Accounts and Non-Standard Sewer 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 five (5) days if payment is not rendered before that time.
 - 2) At least five (5) days after providing notice to the Member and at least five (5) days prior

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to disconnection, the Corporation shall post at notices, stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.

The tenants may pay the Corporation for any delinquent bill in behalf of the owner to avert disconnection or to reconnect service to the complex.

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

16. **Billing Cycle Changes.** The Corporation reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the Corporation.

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. Back-billing shall not extend beyond current Membership.

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.

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. 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 Miscellaneous 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 service equipment, by-passing the same, or other instances of diversion, such as:

- a. removing a locking or shut-off device used by the Corporation to discontinue service,
- b. physically disorienting the meter,
- c. attaching objects to the meter to divert service or to by-pass,
- d. inserting objects into the meter, and
- e. 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 services shall be allowed by the Corporation provided that:

- a. The relocation is limited to the existing property designated to receive service;
- b. A current easement for the proposed location has been granted to the Corporation;
- c. The Member pays the actual cost of relocation plus administrative fees, and
- d. Service capacity is available at proposed location.

23. **Prohibition of Multiple Connections To A Single Tap.** No more than one (1) residential, commercial, or industrial service connection is allowed per meter. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter. Any unauthorized submetering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service. If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 5/99).)

24. **Member's Responsibility.**

- a. The Member shall provide access to the meter as per the easement and service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, 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.
- c. A Member owning more than one (1) Membership shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.
- d. The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter or other service equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.
- e. The Corporation shall require each Member to have a cut-off valve on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve

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is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the Corporation.)

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**SECTION F.
DEVELOPER, SUBDIVISION AND
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 with covenants of current indebtedness. The Corporation is not required to extend retail utility service to an Applicant in a subdivision where the responsible party (Applicant/Developer) of the applicable property (subdivision) has failed to comply with the terms of this policy. Section 13.2502 of the Texas Water Code requires that notice be given herein or by publication (see Miscellaneous Transaction Forms) or by alternative means to the Developers/Applicants. (Also see Section F. 11.)
2. **Purpose.** It is the purpose of this Section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of Non-Standard Service are determined, including the Non-Standard Service Applicant's and the Corporation's respective costs.

For purposes of the Section, the term "Applicant" shall refer to the individual or entity that desires to secure Non-Standard Service from the Corporation. The Applicant must be the same person or entity that is authorized to enter into a contract with the Corporation setting for the terms and conditions pursuant to which Non-Standard Service will be furnished to the property. In most cases, the Applicant shall be the owner of real property for which Non-Standard Service is sought. In the event that the Applicant is other than the owner of real property, the Applicant must furnish evidence to the Corporation that it is authorized to request Non-Standard Service on behalf of such owner, or that it otherwise has authority to request Non-Standard Service for the real property.

3. **Application of Rules.** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 1" diameter and service lines exceeding 20 feet. Non-residential service applications typically will be considered non-standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

This Section sets forth the general terms and conditions pursuant to which the Corporation will process Non-Standard Service Requests. The specific terms and conditions pursuant to which the Corporation will provide non-standard service in response to any request will depend upon the nature of such request and may be set forth in a legally enforceable, contractual agreement to be entered into by the Corporation and the service Applicant. The agreement may not contain any terms or conditions that conflict with this Section.

4. **Non-Standard Service Application.** The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service Contract by the Corporation:
 - a. The Applicant shall provide the Corporation a completed Service Application And Agreement giving special attention to the item(s) on SPECIAL SERVICE NEEDS OF THE APPLICANT.
 - b. A final plat approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.
 - c. A Non-Standard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation all remaining expenses that have been, or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the request until all remaining expenses have been paid.
 - d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity, service may be extended provided that:
 - 1). The service location is not in an area receiving similar service from another retail utility;
 - 2). The service location is not within another retail utility's Certificate of Convenience and Necessity; and
 - 3) The Corporation's Certificate of Convenience and Necessity shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's Certificate of Convenience and Necessity, Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including legal, surveying and engineering fees incurred by Corporation in securing the amendment).
5. **Design.** The Corporation shall study the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract by adopting the following schedule:
 - a. The Corporation's Consulting Engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested service within the

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Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.

- b. The Consulting Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee under Section 4.
- c. The Consulting Engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
- d. The Corporation's Engineer shall ensure all facilities for any Applicant to meet the demand for service as platted and/or requested in the plans or plat submitted in application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided however, that the Corporation shall pay the expense of such upgrading in excess of the Applicant's facility requirements.

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

- a. All costs associated with required administration, design, construction, and inspection of facilities for water/sewer service to the Applicant's service area and terms by which these costs are to be paid.
- b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- c. Equity Buy-In Fee (Front-end Capital Contributions) required by the Corporation in addition to the other costs required under this Section.
- d. Monthly Reserved Service Charges as applicable to the service request.
- e. Terms by which service capacity shall be reserved for the Applicant and duration of reserved service with respect to the impact the Applicant's service demand will have upon the Corporation's system capability to meet other service requests.
- f. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.
- g. Terms by which the Corporation shall administer the Applicant's project with respect to:
 - 1) Design of the Applicant's service facilities;
 - 2) Securing and qualifying bids;
 - 3) Execution of the Service Agreement;
 - 4) Selection of a qualified bidder for construction;
 - 5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
 - 6) Inspecting construction of facilities; and
 - 7) Testing facilities and closing the project.
- h. Terms by which the Applicant shall indemnify the Corporation from all third party claims or lawsuits in connection with the project.
- i. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds, warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must

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verify that all facilities have been properly located within the easements conveyed to the Corporation.

- j. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.

The Corporation and the Applicant must execute a Non-Standard Service Contract prior to the initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant (or require full costs of replacing/repairing any facilities constructed without prior execution of a contract from any person buying a lot or home from Applicant), require that all facilities be uncovered by the Applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, or take any other lawful action determined appropriate by the Board of Directors of the Corporation.

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 Applicant shall secure easements or title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant. (See Application Packet RUS Form 442-8 or 442-9.)
- b. All costs associated with facilities that must be installed in public right-of-ways on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including legal and other professional fees, and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.
- 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;

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- 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 Non-Standard Service Contract.
10. ***Construction.***
- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, 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 compliance with Corporation standards.
 - 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 construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.
11. ***Service within Subdivisions*** – The Corporation's objective to provide service to any customer located within a subdivision governed by this section is strictly limited to the nonstandard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the Corporation under the provisions of this tariff and specifically the provisions of this Section; if the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots within such subdivision before the Corporation is obligated to provide water/sewer service. In addition, Corporation may elect to pursue any remedies provided by the Non-Standard Service Contract. Applicant is advised that purchasers of lots also may have legal recourse to the Applicant under Texas law.

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SECTION G.
RATES AND SERVICE FEES

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

1. ***Service Investigation Fee.*** The Corporation shall conduct a service investigation for each service application submitted at the Corporation office. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:
 - a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application. (See Section G. 4. a., below.)
 - b. All Non-Standard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to;
 - (1) provide cost estimates of the project,
 - (2) to present detailed plans and specifications as per final plat,
 - (3) to advertise and accept bids for the project,
 - (4) to present a Non-Standard Service Contract to the Applicant, and
 - (5) to provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.)
2. ***Membership Fee.*** At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation.
 - a. The Membership Fee for water service is \$50.0000 for each service unit.
 - b. The Membership Fee for wastewater service is not applicable at this time.
3. ***Easement Fee.*** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant. (See Section F. 7. a.)
4. ***Installation Fee.*** The Corporation shall charge an installation fee for service as follows:
 - a. **Standard Service** shall include all current labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water or wastewater 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, 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 or other system improvements.

5. **Equity Buy-In Fee.** In addition to the Membership Fee, each Applicant shall be required to achieve parity with Members. This fee shall be assessed immediately prior to providing or reserving service on a per-service unit basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested. The fee charged shall be \$375.00.

6. **Monthly Charges.**

a. **Service Availability Charge**

(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" X 3/4" meters (as per American Water Works Association maximum continuous flow specifications (see Miscellaneous) equivalent to the size indicated and is used as a base multiplier for the Service Availability Charge and allowable gallonage. Rates and equivalents are as follows:

| METER SIZE | 5/8" X 3/4" METER EQUIVALENTS | MONTHLY RATE |
|-------------|-------------------------------|--------------|
| 5/8" X 3/4" | 1.0 | \$38.72 |
| 1" | 2.5 | \$96.80 |
| 1 1/2' | 5.0 | \$193.60 |
| 2' | 8.0 | \$309.76 |
| 3" CMPD | 16.0 | \$619.52 |
| 4" CMPD. | 25.0 | \$968.00 |
| 6" CMPD. | 50.0 | \$1936.00 |

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(2) Sewer Service – The monthly charge for standard sewer service on a per tap basis is not applicable at this time.

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

(1) Water – is charged as follows:

| Base Rate | Water Rate | Step |
|-----------|------------|---------------------|
| \$38.72 | 5/8 x 3/4 | 0 to 1,000 gal. |
| | \$2.50 | 2,000 to 4,000 gal. |
| | \$3.00 | 5,000 to 7,000 gal. |
| | \$4.00 | 8,000 and up |

(2) Sewer – is not applicable at this time.

(3) 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 wastewater service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G.6. Monthly Charges of this tariff. (30 TAC 291.76 d.(3) (i))

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

7. **Late Payment Fee.** Once per billing period, a penalty of \$5.00 or 10%, which ever is larger, shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period. NOTE: For Political Subdivisions and state agencies the above late payment fee does not apply. Instead, a late penalty of 1% shall be assessed for any amount unpaid on the 46th day after the bill is received by the state agency or political subdivision and an additional 1% shall be assessed for each month thereafter that the bill remains unpaid. (see Texas Government Code Chapter 2251)
8. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$25.00. (See Miscellaneous Transaction Forms.)
9. **Reconnect Fee.** The Corporation shall charge a fee of \$50.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E.4.b. Re-Service.
10. **Service Trip Fee.** The Corporation shall charge a trip fee of \$50.00 for any service call or trip to the Member's tap as a result of a request by the Member or resident (unless the service call is in response to damage of the Corporation's or another Member's facilities) or for the purpose of disconnecting.
11. **Equipment Damage Fee.** If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.
12. **Customer History Report Fee.** A fee of \$25.00 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.
13. **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 \$50.00 shall be imposed on the affected account.
14. **Transfer Fee.** An Applicant for service who is a Transferee shall complete all required application forms, etc.
15. **Information Disclosure Fee.** All public information except that which has been individually requested as confidential shall be available to the public for a fee to be determined by the Corporation based on the level of service and costs to provide such information, but not to be

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inconsistent with the terms of the Texas Publication Information Act: Chapter 552, Texas Government Code.

16. **Franchise Fee Assessment.** A fee for water service as required by City Ordinance is not applicable at this time.
17. **Regulatory Assessment.** A fee of 0.5% of the amount billed for water/sewer service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. NOTE: The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Oct. 2002. TCEQ Section 291.76 (c) .)
18. **Additional Assessments.** In the event any federal, state or local government imposes on the Corporation a "per meter" fee or an assessment based on a percent of water/sewer charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.
19. **Groundwater District Production Fee.** A fee of .05 per thousand gallons of water used by each customer; this fee is collected to pay a portion of the annual fee charged the Corporation by governing Groundwater Conservation District based on the amount of water pumped from the Corporation's wells located within the boundaries of the District.
20. **Deposit/Security Fee.** At the time the application for service is approved, a refundable deposit fee of \$200.00 will be required. This deposit will be refunded upon the Applicant's request after twelve (12) months of service with no more than three (3) late charges or penalties charged to the Applicant's account. Without the Applicant's request, the deposit will be refunded at the time the Applicant's account is closed less any outstanding amounts due the Corporation. The Deposit/Security Fee will be waived with a Letter of Credit form the Applicant's last utility showing the most recent twelve (12) month period of service without penalties or late charges assessed to their account.
21. **Other Fees.** All services outside the normal scope of utility operations that 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.
DROUGHT CONTINGENCY
AND
EMERGENCY WATER DEMAND MANAGEMENT PLAN

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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 will be available. 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 Emergency Management program.

A Drought/Emergency Management Committee consisting of two Board Members and the General 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 to this plan that may be needed due to changes in the service area population, distribution system or supply. This review and evaluation will be done at least every five years unless conditions necessitate more frequent amendments. (30 TAC 288.20(c))

The plan will be implemented according to the three (3) drought response stages as determined 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 Region H area and the Region I area, a copy of this Plan has been provided to each Regional Water Planning Group.

4. TRIGGER CONDITIONS

The Drought/Emergency Management Committee is responsible for monitoring water supply and demand conditions on a weekly 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 customer usage based upon historical patterns.

All trigger conditions shall be based upon individual Public Water Systems as determined by the systems PWS ID number. In the event that two or more Public Water Systems are interconnected they shall be treated as one Public Water System for trigger conditions.

1. **Stage I - Mild Condition:** Stage I will be implemented when one or more of the following conditions exist:
 - a. Water consumption has reached eighty percent (80%) of daily maximum supply for five (5) consecutive days.
 - b. Water supply is reduced to a level that is only twenty percent (20%) greater than the average consumption for the previous month.
 - c. There is an extended period (at least eight (8) weeks) of low rainfall and daily use has risen twenty percent (20%) above the use for the same period during the previous year.

2. **Stage II - Moderate Conditions:** Stage II rationing condition will be implemented when one of the following conditions exist:
 - a. Water consumption has reached ninety percent (90%) of the amount available for five (5) consecutive days.

3. **Stage III - Severe Conditions:** Stage III rationing will be implemented when one of the following four conditions exist:
 - a. 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 twenty-four (24) hours or longer.
 - b. Water consumption of ninety-five percent (95%) or more of the maximum available for five (5) consecutive days.
 - c. Water consumption of one hundred percent (100%) of the maximum available and the water storage levels in the system drop during one twenty-four (24) hour period.
 - d. Other unforeseen events which could cause imminent health or safety risks to the public.

4. **Trigger Conditions** for Public Water Systems that have been granted a waiver pursuant to 30 TAC 291.93(3)(C):

Mild Condition – Stage I may be implemented when the following condition exists:

 - a. There is an extended period of at least eight (8) weeks with little or no rainfall and daily use has risen twenty percent (20%) above the use of the same period during the previous year.

Moderate Condition – Stage II may be implemented when the following condition exists:

 - a. Water consumption has reached ninety-five percent (95%) of the amount available for five (5) consecutive days.

Severe Condition – Stage III may be implemented when the following conditions exist:

 - a. 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 twenty-four (24) hours or longer.
 - b. Water consumption of one hundred percent (100%) of the maximum available and the water storage levels in the system drop during one twenty-four (24) hour period.
 - c. Other unforeseen events which could cause imminent health or safety risks to the public.

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5. STAGE OF WATER RATIONING

An appropriate stage of rationing will be placed in effect by the triggers in Section 4. The Corporation shall institute monitoring and enforce penalties for violations of the Rationing Program for each of the Stages listed below. The rationing measures are summarized below:

1. Stage I - Mild Conditions

- a. Alternate day, time of day, or limiting of time restrictions for outside water usage allowed. (Corporation will notify Customers which restriction is in effect.)
- b. Reduce flushing operations.
- c. Encourage reduction of water use through the notice on bills or other method.
- d. Target: These management practices shall remain in effect until sufficient reductions have been achieved so as to bring consumption below trigger levels for three (3) consecutive days.

2. Stage II - Moderate Conditions

- a. All outside water use prohibited (except for a livestock).
- b. Public service announcements as conditions change via local media (TV, radio, newspapers, etc.).
- c. Target: These management practices shall remain in effect until sufficient reductions have been achieved so as to bring consumption below trigger levels for three (3) consecutive days.

3. Stage III - Severe Conditions

- a. All outside watering prohibited and livestock watering prohibited.
- b. Water use restricted to a percentage of each Member's prior month's usage. This percentage may be adjusted as needed according to demand on the system. Notice of this amount will be sent to each customer.
- c. Corporation shall continue enforcement and educational efforts.
- d. Target: These management practices shall remain in effect until sufficient reductions have been achieved so as to bring consumption below trigger levels for three (3) consecutive days.

6. INITIATION AND TERMINATION PROCEDURES

Once a trigger condition occurs, the Corporation, shall, based on recommendation from the Chairperson of the Drought/Emergency Management Committee, decide which, if any, 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.

Written notice of the proposed stage of water rationing 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 rationing, 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 rationing shall begin,
- b. The expected duration,
- c. The stage (level) of water rationing to be employed,

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- d. Penalty for violations of the water rationing, and
- e. Affected area or areas.

When the trigger condition no longer exists the Corporation may terminate the water rationing. Written notice of the end of rationing shall be given to customers. A rationing period may not exceed sixty (60) days. The Board may extend the period.

7. PENALTIES FOR VIOLATIONS

- a. **First Violation** – The member will be notified by a written notice of the specific violation and the need to comply with these rules. The notice will show the amount of penalty * to be assessed for continued violations.
- b. **Termination** – The Corporation will terminate service for up to seven (7) days for continuing violations after penalties are assessed under this subsection (b). Service will remain off until any delinquent penalty * or other assessment is fully paid including a charge for the service call to restore service.

These provisions apply to all customers of the Corporation.

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 five (5) days after the Plan or a particular drought response stage has been invoked or after a condition justifying the variance first occurs. All petitions for variances shall be reviewed by the Committee and shall include the following:

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

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

- Variations granted shall include a timetable for compliance.
- Variations granted shall expire when the applicable water rationing is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance allowed for a condition requiring water rationing will continue beyond the termination of the applicable Stage I under Sections 4 and 5. Any variance for a subsequent water rationing must be petitioned again. The fact that a variance has been granted in response to a petition will be used in 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. ALTERNATIVE SOURCES

Lake Livingston Water Supply and Sewer Service Corporation is currently undertaking several projects that will diversify its portfolio of groundwater sources as well as adding a surface water treatment plant.

10. 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 at least annually. 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 _____, 2012.

2012 APR 16 PM 12 07

WATER SUPPLY DIV.
TJEC
CHAIRMAN

**LAKE LIVINGSTON WATER SUPPLY
1930 N. WASHINGTON ST
LIVINGSTON TX 77351
(936) 327-3107**

Date:

ACCT #

CHECK# ACH DRAFT

**AMOUNT: \$
RETURN CHECK: \$ 25.00**

TOTAL :\$

******YOUR ACCOUNT IS NOW PAST DUE******

THE CHECK LISTED ABOVE WAS RETURNED TO US UNPAID. YOUR ACCOUNT IS NOW PAST DUE. THE CHECK HAS BEEN REDEPOSITED WITH THE RETURN CHECK FEE ADDED TO YOUR ACCOUNT. IF THE CHECK IS RETURNED A SECOND TIME, ANOTHER \$25.00 RETURN CHECK FEE WILL BE ADDED TO YOUR ACCOUNT AND WATER SERVICE WILL BE IMMEDIATELY TERMINATED. TO AVOID INTERRUPTION OF SERVICE AND THE EXPENSE FOR RECONNECTION, PLEASE VERIFY WITH YOUR LOCAL BANK THAT THE CHECK HAS NOT BEEN RETURNED A SECOND TIME.

THIS LETTER HAS BEEN POSTED CERTIFIED WITH RETURN RECEIPT THROUGH THE LOCAL U.S. POST OFFICE. FAILURE OF ADDRESSEE TO ACKNOWLEDGE RECEIPT OF LETTER DOES NOT RELEASE ADDRESSEE FROM RESPONSIBILITY.

Kim

Billing Manager

2012 APR 16 PM 12 07

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LAKELIVINGSTON
WATER SUPPLY DIV.

LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE CORPORATION
P.O. BOX 1149
LIVINGSTON, TX 77351

936-327-3107 OR 800-774-9283

NOTICE: Incomplete or inaccurate information may cause delays in receiving service!

Date of Application: _____

Name of Applicant: _____

Co-Applicant: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Have you ever had service with LLWS before? Y___ or N___ If yes, under what name
_____. Has there been water at this location before? Y___ or N___

If yes, under what name _____

MUST BE COMPLETED TO INSURE WATER INSTALLATION

Applicant's Employer: _____ Co-Applicant's Employer: _____
Work Phone: _____ Work Phone: _____
Social Security# _____ Social Security# _____
Drivers License# _____ Drivers License# _____
Date of Birth: _____ Date of Birth: _____
Home Phone: _____ Home Phone: _____

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

White, Not of Hispanic Origin Black, Not of Hispanic Origin American Indian or Alaskan Native
 Hispanic Asian or Pacific Islander Other (Specify) _____ Male Female

Subdivision _____

Sec: _____ Blk _____ Lot _____ Name of Street _____

From entrance of subdivision _____

Applicant's Signature: _____

Co-Applicant's Signature: _____

For Billing Purpose only

| | |
|---|---|
| <input type="checkbox"/> 100.00 Deposit | <input type="checkbox"/> Outstanding balance |
| <input type="checkbox"/> 50.00 Membership fee | <input type="checkbox"/> 375.00 Equity buy in fee |
| <input type="checkbox"/> 50.00 Retap | <input type="checkbox"/> Road Bore/Long Tap |
| <input type="checkbox"/> 50.00 Reconnect Non-pay | (amounts will vary per |
| <input type="checkbox"/> 50.00 Disconnect Non-pay | tap and location) |
| <input type="checkbox"/> 375.00 Short Tap | |
| <input type="checkbox"/> Waive deposit per Letter of Credit | |

\$ _____ Total

Customer Acct# _____

Customer Service _____

Copy of picture ID required 2012 APR 16 11:12:07

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WATER SUPPLY DIV.
APR 16 2012

**WELCOME TO LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE
CORP., INC.**

As a new customer, you may find the following information helpful in understanding your water bill.

We bill on the 28th of each month. The basic rate for service is \$38.72 for 0 to 1000 gallon. Then \$2.50 per thousand for 2 to 4 thousand gallons, \$3.00 per thousand for 5 to 7 thousand gallons, and \$4.00 per thousand for 8 thousand and up, rounded up to the nearest thousand. Your first bill will be prorated for the number of days you have service.

Checks received for payments that are returned unpaid, will result in a \$ 25.00 fee. If the check is returned a second time, an additional \$ 25.00 return check fee will be applied to your account and water service will be immediately terminated.

To avoid a late penalty charge of \$5.00 or 10% whichever is higher, your payment must be received in our office by the due date on your bill, which is the 16th of each month. Services may be terminated if your payment is not received within 26 days of the billing date. If service is disconnected there will be a \$50.00 reconnect fee, \$100.00 deposit, \$50.00 non-pay disconnect fee (and a \$50.00 membership fee if one is not on the account) plus the amount of bill.

If you should have a question regarding usage charged to you and wish to read your meter for comparison, the meter is read from left to right and we bill to the nearest thousand. If you should find an error or have a question please call.

**For a retap it will take twenty four (24) working hours before service will be turned on.
On new taps it may take up to ten (10) working days for completion.**

Lake Livingston Water Supply Service Agreement

- I. **Purpose:** LLWS is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions in order to ensure the public health and welfare. Each customer must sign this agreement before LLWS Company will initiate service. In addition, when service to an existing connection has been suspended, or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **Plumbing Restrictions:** The following undesirable plumbing practices are prohibited:
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate back flow prevention device.

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WATER SUPPLY DIV.

- B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or reduced pressure zone back flow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted
- D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. **Service Agreement:** The following are the terms of the service agreement between LLWS and the customer.

- A. The water system will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the water system or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the water system's normal business hours.
- C. The customer shall immediately correct any undesirable plumbing practice on his premises.
- D. The water system shall notify the customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic re-inspection.
- E. The customer shall, at his expense, properly install test and maintain any back flow prevention device required by the water system. Copies of all testing and maintenance records shall be provided to the water system.
- F. In the event of the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.
- G. By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by

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WATER SUPPLY DIV.

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utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

CUSTOMER RESPONSIBILITY: The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers will not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers may be required to install and maintain a cutoff valve on their side of the meter.

No direct connection between a public water supply system and any potential source of contamination or between a public water supply system and a private water source (ex. private well) will be allowed. A customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises.

ACCESS TO CUSTOMER'S PREMISES: The utility will have the right of access to the customer's premises at all reasonable times for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours and the utility personnel will attempt to notify the customer that they will be working on the customer's property. The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

EASEMENT REQUIREMENT: Where recorded public utility easements on service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the utility may require the applicant to provide it with a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

IV. **Equity Buy-In fee:** In addition to the Membership fee, each Applicant shall be required to achieve parity with existing Members by contributing capital in an amount projected to defray the cost of upgrading system

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NORTH BRIDGE
0701
GEARBOX

facilities to meet growth demands created by adding customers. This fee shall be assessed immediately prior to providing or reserving service on a per service unit basis for each tap/lot and shall be assigned and restricted to the tap/lot for which service was originally requested.

- V. **Enforcement:** If the customer fails to comply with the terms of the service agreement, the water system shall, at its option, either terminate service, properly install, test and maintain an appropriate back flow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer.

If you have any questions or need more information you can call us at:

1-800-774-9283

1-936-327-3107

For service calls you can call 24 hrs a day.

Lake Livingston Water Supply

Customer Service Department

Customer Service
Representative

Customer Signature

2012 APR 16 PM 12 08

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LAW SUPPLY DIV.
1001

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

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

IS THERE A CHARGE FOR THIS SERVICE? NO

HOW CAN YOU REQUEST THIS?

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

**L.L.W.S & S.S.C
P.O. BOX 1149
LIVINGSTON, TX 77351**

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

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

We must still provide this information to (1) an official or employee of the state or a political Subdivision of the state, or federal government acting in a official capacity; (2) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (3) a person for whom the customer has contractually waived confidentiality for personal information.

Detach and Return This Section

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

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

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TOFD
MAY 13 2012

LAKE LIVINGSTON WATER SUPPLY CORPORATION

LAKE LIVINGSTON WATER
SUPPLY CORPORATION
PO BOX 1149
1930 N. WASHINGTON
LIVINGSTON, TX 77351

Phone: 936-327-3107
FAX: 936-327-8959

MEMBERSHIP TRANSFER

AS A PROPERTY OWNER AND MEMBER OF LAKE LIVINGSTON WATER SUPPLY
CORP. I WISH TO TRANSFER MY MEMBERSHIP TO THE NEW OWNERS OF THE
PROPERTY, _____

_____ The water is to be disconnected on receipt of this transfer by L.L.W.S.

_____ The water is to be disconnected on receipt of the new owners retap fee.

Previous Owners

New Owners

Customer Representative

Service at Sec _____ Blk _____ Lot _____

Meter # _____ Prev. Owners Acct# _____

Subdivision _____

Date of Membership _____

2012 APR 16 PM 12 08
LAKE LIVINGSTON WATER SUPPLY DIV.
TEEO

UNAUTHORIZED USAGE CALCULATION

Membership _____

Tap fee _____

Deposit _____ Total _____

UNAUTHORIZED CHARGES

Base Rate:

| | |
|------------------------|------------------------|
| _____ to _____ = _____ | _____ to _____ = _____ |
| _____ to _____ = _____ | _____ to _____ = _____ |
| _____ to _____ = _____ | _____ to _____ = _____ |
| _____ to _____ = _____ | _____ to _____ = _____ |
| _____ to _____ = _____ | _____ to _____ = _____ |
| _____ to _____ = _____ | _____ to _____ = _____ |
| _____ to _____ = _____ | _____ to _____ = _____ |
| _____ to _____ = _____ | _____ to _____ = _____ |
| _____ to _____ = _____ | _____ to _____ = _____ |

TOTAL _____

Usage: Meter Reading was _____ Meter Reading is _____

Total Usage _____ @ \$3.00 per thousand = _____

Base Rate plus Usage _____ Meter Tampering Fee _____

+ .005% _____ (\$50.00 per trip)

Subtotal Charges _____

Total for Unauthorized Charges _____

Any Additional Charges _____

TOTAL AMOUNT FOR ALL _____

CUSTOMER SERVICE

2012 APR 16 PM 12 08

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TOL
WATER SUPPLY DIV.

**UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service**

RIGHT-OF-WAY EASEMENT (Location of Easement Required)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by _____, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, the center line thereof to be located across said land as follows:

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure the Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the county or state hereafter widens or relocates any public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

2012 APR 16 PM 12 08
RURAL UTILITIES DIV.
TODD
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Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20_____.

ACKNOWLEDGEMENT
(Individual)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____
_____.

(SEAL)

Notary Public, State of Texas

2012 APR 16 PM 12 08
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GENERAL SUPPLY DIV.

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RCEQ
WATER SUPPLY DIV.

2012 APR 16 PM 12 08

**UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service**

**RIGHT-OF-WAY EASEMENT
(General Type Easement)**

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by _____ (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20_____

ACKNOWLEDGMENT
(Individual)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____.

(SEAL)

Notary Public, State of Texas

2012 APR 16 PM 12 08
WALTON SUPPLY CO.
TOLSON
ACKNOWLEDGED

NON-STANDARD SERVICE AGREEMENT

THE STATE OF TEXAS

COUNTY OF _____

THIS AGREEMENT is made and entered into by and between _____ hereinafter referred to as "Developer", and Lake Livingston Water Supply and Sewer Service Corporation, hereinafter referred to as the "Corporation".

Developer is engaged in developing that certain _____ acres of land in _____, County, Texas, according to the plat recorded at Vol. _____, Page _____ of the Plat Records of _____ County, Texas, or which is attached hereto as Addendum 1, referred to in this agreement as "the Property"; and,

WHEREAS, the Corporation owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Developer has requested the Corporation to provide such water service to the Property through an extension of the Corporation's water system, such extension being hereinafter referred to as "the Water System Extension";

NOW THEREFORE: KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and the Corporation agree as follows:

1. **Engineering and Design of the Water System Extension.**

- (a) The Water System Extension shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the Corporation and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by the Corporation's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. Upon such approval of the plans and specifications by the Corporation's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".
- (b) The Water System Extension must be of sufficient size to provide continuous and adequate water service to the property as outlined in the Developer's plans which are to be provided to the Corporation. The Corporation may require the Water System Extension to be oversized in anticipation of the needs of other current and future Corporation customers. NOTE: The Developer shall be reimbursed by the Corporation for any such oversizing.

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2. **Required Easements or Rights-of-Way.**

- (a) Developer shall be responsible for: (1) dedicating or acquiring any easements across privately owned land which are necessary for the construction of the Water System Extension and (2) for obtaining any governmental approvals necessary to construct the Water System Extension in public right-of-way.
- (b) Any easements acquired by the Developer shall be assigned to the Corporation upon proper completion of the construction of the Water System Extension. The validity of the legal instruments by which the Developer acquires any such easements and by which Developer assigns such easements to the Corporation must be approved by the Corporation's attorney.

3 **Construction of the Water System Extension.**

- (a) Developer shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for construction of the Water System Extension subject to the approval of the Corporation. The Corporation may reject any and all bids.
- (b) The Water System Extension shall be constructed as prescribed in the approved plans and specifications. The Corporation shall have the right to inspect all phases of the construction of the Water System Extension. Developer must give written notice to the Corporation of the date on which construction is scheduled to begin so that the Corporation may assign an inspector. The Corporation may charge reasonable fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. **Dedication of Water System Extension to the Corporation.**

Upon proper completion of construction of the Water System Extension and final inspection and approval thereof by the Corporation, the Water System Extension shall be dedicated to the Corporation by an appropriate legal instrument approved by the Corporation's Attorney. The Water System Extension shall thereafter be owned and maintained by the Corporation.

5. **Cost of the Water System Extension.**

- (a) Developer shall pay all costs associated with the Water System Extension. Such costs shall include without limitation, the following:
 - (1) engineering and design;
 - (2) easement or right-of-way acquisition;
 - (3) construction;
 - (4) inspection;
 - (5) attorney's fees;

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TO BE
FILED
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- (6) governmental or regulatory approvals required to lawfully provide service.
- (b) Developer shall indemnify the Corporation, it's officers, directors, employees and agents and hold the Corporation harmless from all of the foregoing costs as well as any claims for personal injury, breaches of contract, or damage to property, tangible or intangible arising directly or indirectly from the construction of the Water System Extension. NOTE: Nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by the Corporation.
- (c) If the Corporation has required the Water System Extension to be oversized in anticipation of the needs of the other customers of the Corporation, the Corporation shall reimburse Developer for the additional costs of construction attributable to the over sizing, as determined by the Corporation's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to the Corporation.

6. **Securing of Water Allotments / Permits / Water Acquisition Fees.**

Normally Developers will acquire sufficient water rights to serve the proposed subdivision and deed those rights to the Corporation. When there are a limited number of lots, and at the discretion of the Corporation's Board of Directors, the Developer may pay a water acquisition fee for each connection. The Board of Directors of the Corporation will determine the amount of water acquisition fee based on current market prices and projected future costs of water required to service current and future members. The water acquisition fee for each connection shall be paid to the Corporation prior to the installation of the water system on any part of the property. A water acquisition fee for each connection is required for a sub-division which is developed in units or phases prior to final approval of the plat by the Commissioner's Court of _____ County.

7. **Service From the Water System Extension.**

- (a) After proper completion and dedication of the Water System Extension to the Corporation, the Corporation shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of the Corporation and the payment of the following:
 - (1) All standard rates, fees and charges as reflected in the Corporation's approved tariff;
 - (2) Any applicable reserved service charge adopted by the Corporation;
- (c) It is understood and agreed by the parties that the obligation of the Corporation to provide water service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having

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jurisdiction of all permits, certificates or approvals required to lawfully provide such service.

- (d) Unless the prior approval of the Corporation is obtained, the Developer shall not:
 - (1) construct or install additional water lines or facilities to service areas outside the Property;
 - (2) add any additional lands to the Property for which water service is to be provided pursuant to this agreement; or
 - (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

8. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, order of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

9. **Notices.**

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the Corporation office shall be addressed:

**Lake Livingston Water Supply and
Sewer Service Corporation**
1930 North Washington Avenue
Livingston, Texas 77351

Any notice mailed to Developer shall be addressed:

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

10. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

11. **Entire Agreement.**

This agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

12. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the Corporation and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

13. **Governing Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Polk County, Texas.

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WATER SUPPLY AND SEWER SERVICE CORPORATION
POLK COUNTY, TEXAS
GENERAL COUNSEL

14. **Venue.**

Venue for any suit arising hereunder shall be in Polk County, Texas.

15. **Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

16. **Assignability.**

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the Corporation.

17. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

LAKE LIVINGSTON WATER SUPPLY
AND SEWER SERVICE CORPORATION

By: _____
Name: _____
Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF POLK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 20__.

Notary Public – State of Texas

2012 APR 16 PM 12:09

RECORDED
INDEXED
TARRANT COUNTY CLERK
TARRANT COUNTY TEXAS

DEVELOPER:

By: _____ Date: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 20__.

Notary Public – State of Texas

2012 APR 16 PM 12 10

NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES

ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS

NAME: _____

METER #: _____

ADDRESS: _____

ACCT #: _____

I authorize Lake Livingston Water Supply and Sewer Service Corporation (the "Corporation") to send all billings on my account to the person(s) and address below until further written notice:

I understand that under this agreement I will be given notice by the Corporation of all delinquencies on this account prior to disconnection of service. A notification fee shall be charged to the account in accordance with the provisions of the Corporation's Tariff.

I also understand that I am responsible to see that this account balance is kept current, as is any other account in the Corporation. This account shall not be reinstated until all debt on the account has been retired.

Signature _____

Date _____

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WATER SUPPLY DIV.
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**YOU CAN REQUEST THAT PERSONAL INFORMATION
CONTAINED IN OUR UTILITY RECORDS
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

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

IS THERE A CHARGE FOR THIS SERVICE?

No, there is no charge for this service.

HOW CAN YOU REQUEST THIS?

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

Lake Livingston Water Supply and Sewer Service Corporation
1930 North Washington Avenue
Livingston, Texas 77351

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

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

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

Detach And Return This Section

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

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip code

Signature

2012 APR 16 PM 12 10

WATER SUPPLY DIV.
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CUSTOMER NOTICE OF WATER RATIONING

DATE: _____

TO: Customers of Lake Livingston Water Supply and Sewer Service Corporation

FROM: General Manager

Due to extreme water usage during the past weeks, our system is unable to meet the demand of all water needs. Therefore, under our Emergency Water Rationing Program on file with the Texas Commission on Environmental Quality, Stage _____ - _____ Rationing will begin on _____ and will be in effect no later than _____, or until the situation improves.

Stage _____ rationing allows:

The Board has authorized the installation of a flow restrictor in your line if you are found violating these rules. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from this rationing program, please contact us in writing at 1930 North Washington Avenue, Livingston, Texas 77351. A complete copy of our approved Rationing Program is available for review at our business office.

Thank you for your cooperation.

2012 APR 16 PM 12 10
LWS
WATER SUPPLY DIV.
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CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY

DATE: _____

FROM: _____, Manager, LLWSSSC

TO: _____, you are hereby notified that on _____ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION] _____

This is the SECOND violation. You were notified of a previous violation on _____ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF VIOLATION]). Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of \$ _____, to be received in the Corporation's business office no later than _____ .m., _____. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You are directed immediately to restrict your water use as directed in the Corporation's first notice to you. You were directed to do so in the previous Notice of Violation. **Accordingly, you will be assessed an additional, and more severe, penalty for any violation following this Notice.** Continued violations may result in termination of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of our approved Drought Contingency and Emergency Water demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained on payment of standard copying charges.

The conservation of our water resources is an important responsibility of all members and customers. Your cooperation is appreciated.

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LAWRENCE COUNTY DISTRICT
0501
RECEIVED

CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND PENALTY

DATE: _____

FROM: _____, Manager, LLWSSSC

TO: _____, you are hereby notified that on _____ it was determined that you violated the allocation restricting your water use which is required under the Corporation's Drought Contingency and Emergency Water Demand Plan. Specifically, [DESCRIBE VIOLATION] _____

_____.

You have been notified previously of the restrictions on your water use that must be followed, and you were assessed a penalty for your second violation which occurred on _____ (see attached [ATTACH A COPY OF CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY]).

The Corporation's previous notice advised you that you would be assessed an additional, and more severe, penalty if the violation continued. This is required under the Corporation's Tariff. Accordingly, you are hereby directed to pay a penalty of \$75.00, to be received in the Corporation's business office no later than _____ .m., _____. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE.** Any reconnection will require payment of the penalty and a charge for the service call to restore service.

You are once again directed immediately to restrict your water use as directed in the Corporation's first notice to you. You have been directed to do so twice previously. **Additional penalties will be assessed for additional violations. In addition to these penalties, YOUR WATER SERVICE WILL BE TERMINATED FOR ANY ADDITIONAL VIOLATIONS regardless of whether you pay the penalties assessed for these violations.**

Your prompt attention to this matter will be appreciated by the Lake Livingston Water Supply and Sewer Service Corporation and its members.

2012 APR 16 PM 12 10

LAKE LIVINGSTON WATER
SUPPLY AND SEWER
CORPORATION

**LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE CORPORATION
INSTALLMENT AGREEMENT**

AN AGREEMENT made this ____ day of _____, 20____, between Lake Livingston Water Supply and Sewer Service Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____, (hereinafter called the Applicant and/or Member).

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service rates, fees, and charges, as set forth in the Corporation's Tariff, until the _____ (Equity Buy-In Fee, high water bill from a leak, or other connection fee) is paid in full. Any fees normally assessed by the Corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff.

APPROVED AND ACCEPTED this ____ day of _____, 20____ at the regular monthly meeting of the Board of Directors of the Lake Livingston Water Supply and Sewer Service Corporation.

Member/Applicant

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TODD
WATER SUPPLY DIV.

**LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE CORPORATION
LINE EXTENSION REFUND AGREEMENT**

The Lake Livingston Water Supply and Sewer Service Corporation Board affirms that _____ will be compensated as provided in this Refund Agreement approved at the regular board meeting on the _____ day of _____, 20____, on a prorated basis for construction costs for the _____ feet of inch line extension which have been paid by _____. This will be collected from all approved applicants requesting service from said line extension, to a maximum of _____ connections for a period not to exceed _____ years from the _____ day of _____ in the year of _____ (date the line extension was completed and/or approved for service) after which time the Refund Agreement will expire and the Corporation shall be under no further obligation to _____.

The Corporation shall transfer said compensation within _____ days of receipt.

It is understood that the Corporation will secure this compensation through new customer service fees from applicants for service from said line extension, and from no other sources. Accordingly, the compensation provided by this Refund Agreement will be modified automatically in the event any applicant requesting service from said line extension obtains a final administrative or Judicial Determination limiting the amount of the Corporation may charge applicants for service from said line extension.

This agreement entered into on the _____ day _____ in the year of _____ by:

Lake Livingston Water Supply and
Sewer Service Corporation

Applicant

By: _____

_____ (address)
_____ (city)
_____ (state) _____ (zip)

Date filed: _____

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LAKE LIVINGSTON WATER SUPPLY DIV.
FILED
GENERAL

MEMBERSHIP TRANSFER AUTHORIZATION

Transferor hereby surrenders Membership in the Lake Livingston Water Supply and Sewer Service Corporation (the "Corporation") by execution of the attached Stock Certificate. Water service rights granted by Membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of the Corporation.

By execution hereof; the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of Membership in accordance with the laws of the State of Texas.

- (1) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
- (2) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
- (3) The Membership is transferred without compensation or by sale to the Corporation; or
- (4) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

Transferee understands that qualification for Membership is not binding on the Corporation and does not qualify Member for continued water service unless the following terms and conditions are met:

- (1) This Membership Transfer Authorization Form is completed by the Transferor and Transferee;
- (2) The Transferee has completed the required Application Packet;
- (3) All indebtedness due the Corporation has been paid;
- (4) The Membership Certificate has been surrendered, properly endorsed, by the record Transferor;
- (5) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose; and
- (6) Any other terms and conditions of the Corporation's Tariff are properly met.

Signature of Transferor

Signature of Transferee

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WATER SUPPLY DIV.
TO DO
RECEIVED

MEMBERSHIP TRANSFER AUTHORIZATION (CONTINUED)

Transferor's Name

Transferee's Name

Forwarding Address

Current Address

City, State, Zip Code

City, State, Zip Code

Phone

Phone

Account Number _____

Location of Meter _____

TRANSFER FEE = None
MEMBERSHIP FEE = \$50.00 (where previously liquidated)
RECONNECT FEE = \$50.00

Note: Reinstatement fees may be assessed to Transferee on all transfers.

ACKNOWLEDGMENT

The State of Texas
County of _____

IN WITNESS WHEREOF the said Transferor and Transferee have executed this instrument this _____ day of _____, 20____.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20 ____

Notary Public in and for the State of Texas

2012 APR 16 PM 12 10

NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES 04/16/13

**LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE CORPORATION
METER TEST AUTHORIZATION AND TEST REPORT**

NAME: _____

DATE OF REQUEST: _____

PHONE NUMBER (DAY): _____

ACCOUNT NUMBER: _____

METER SERIAL NUMBER: _____

REASONS FOR REQUEST:

Members requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. Member acknowledges and agrees that an initial field test may be performed using a calibrated or marked volumetric container. A subsequent bench test of the meter will be performed thereafter if the field test indicates the meter tests high. The subsequent test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench. Member agrees to pay the greater of the Corporation's experienced cost of testing by a third party agency or \$100.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service. In the event that the Member is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Member after the date of the test.

Signed by Member

TEST RESULTS

Low Flow (1/4 GPM) _____ % AWWA Standard 97.0 - 103.0 %

Intermediate (2 GPM) _____ % AWWA Standard 98.5 - 101.5 %

High Flow (10 GPM) _____ % AWWA standard 98.5 - 101.5 %

Register test _____ minutes at _____ gallons per minute recorded per _____ gallons.

Meter tests accurately; no adjustments due.

Meter tests high; adjustment due on water charges by _____ %

Meter tests low; no adjustment due.

Test conducted by _____ Report approved by _____

2012 APR 16 PM 12 10
METER TEST DIV.
METER
TESTED

**LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE
CORPORATION
NOTICE TO OWNER OF RENTAL PROPERTY**

You are hereby given notice that your renter/lessee is past due on your account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and the utility service will be scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern restoration of disconnected service. A fee of \$5.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to the owner. If you have any questions concerning the status of this account, please do not hesitate to call.

LLWSSC MANAGEMENT

Amount Due Including Service Charges _____

Final Due Date _____

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TODD
WATER SUPPLY DIV.
2012 APR 16 PM 12 11

**NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND
SERVICE EXTENSION POLICY OF
LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE CORPORATION**

Pursuant to Chapter 13.2502 of the Texas Water Code, Lake Livingston Water Supply and Sewer Service Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Lake Livingston Water Supply and Sewer Service Corporation, Certificate of Convenience and Necessity No. 10147, in Hardin, Liberty, Polk, San Jacinto, Trinity, Tyler, and Walker Counties, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water service connections on a single contiguous tract of land must comply with the subdivision service extension policies (the "Subdivision Policy" stated in Lake Livingston Water Supply and Sewer Service Corporation's tariff).

Lake Livingston Water Supply and Sewer Service Corporation is not required to extend retail water utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Among other requirements, the Subdivision Policy requires:

Applicable elements of the Subdivision Policy, depending on the specific circumstances of the subdivision service, may include:

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

Payment of fees for reserving water supply capacity;

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

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

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

The Corporation's tariff and a map showing the Corporation's service area may be reviewed at the Corporation's offices, at 1930 North Washington Avenue, Livingston, Texas 77351. The tariff and service area map also are filed of record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, c/o Utilities & Districts Section, Water Permitting & Resource Management Division, P. O. Box 13087, Austin, Texas 78711.

2012 APR 16 PM 12 11

LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE CORPORATION
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**LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE CORPORATION
NOTICE OF RETURNED CHECK**

TO:

DATE:

CHECK NUMBER:

AMOUNT OF CHECK:

Your check has been returned to us by your bank for the following reasons:

You have ten days from the date of this notice in which to redeem the returned check and pay an additional \$35.00 Returned Check Fee. Redemption of the returned check and payment of additional fees may be made by cash, money order, credit card or certified check. If you have not redeemed the returned check and paid the additional service fees within ten (10) days, your utility service will be disconnected. If you have two or more returned checks within a twelve month period, you will be require to make future utility bill payments in cash or by money order for a period of twelve months,

LLWSSC MANAGEMENT

2012 APR 16 PM 12 11

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WATER SUPPLY DIV.

**LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE CORPORATION
REQUEST FOR SERVICE DISCONTINUANCE**

I, _____, request that my water meter (SSN# _____) or account number _____ located on _____ be disconnected from Lake Livingston Water Supply and Sewer Service Corporation service and that my membership fee be refunded to me. I understand that if I should ever want my service reinstated I may have to reapply for service as a new member and I may have to pay all costs as indicated in a then current copy of the Lake Livingston Water Supply and Sewer Service Corporation Tariff. Future ability to provide service will be dependent upon system capacity, which I understand may be limited and may require capital improvements to deliver adequate service. I also understand that these improvements will be at my cost. I further represent to the Corporation that my spouse joins me in this request and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse.

Signature

Date of Signature

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TODAY
WATER SUPPLY DIV.
2012 APR 16 PM 12 11

**LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE
CORPORATION TERMINATION NOTICE**

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED TERMINATION:

You are hereby advised that the delinquent status of your account is jeopardizing your Membership with the Corporation. If our office does not receive payment during business hours within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for a new Membership and pay all costs applicable to purchasing a new Membership under the terms of the Corporation's Tariff and bylaws. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances.

Total past due charges: \$ _____

Estimated reconnect fees: _____ delinquent reconnect fee

_____ \$50 membership fee

_____ Other _____

_____ Other _____

Lake Livingston Water Supply and Sewer Service Corporation
1930 North Washington Avenue
Livingston, Texas 77351
(936) 327-3107

2012 APR 16 PM 12 11

WATER SUPPLY DIV.

JOE G

RECEIVED

LAKE LIVINGSTON WATER SUPPLY AND SEWER SERVICE CORPORATION

Member/Owner: _____

APPLICANT'S NOTICE OF INSUFFICIENT INFORMATION

TO:

LOCATION NUMBER:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED DISCONNECTION:

You are hereby advised that the INCOMPLETE status of your (SEE LIST BELOW FOR WHICH) FORMS is jeopardizing your Membership with the Corporation. If our office does not receive COMPLETED DOCUMENTS OR PROPER INFORMATION within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for Membership and pay all costs applicable to a new Member under the terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances on the Disconnection Date indicated above.

Circle all the forms needing additional information from the Applicant/Member.

- A. SERVICE APPLICATION AND AGREEMENT
- B. RIGHT-OF-WAY EASEMENT
- C. SANITARY CONTROL EASEMENT
- D. ALTERNATE BILLING AGREEMENT
- E. NON-STANDARD SERVICE AGREEMENT OR CONTRACT
- F. FINAL PLAT
- G. BANKRUPTCY INFORMATION FOR YOUR ACCOUNT(S)
- H. OTHER INFORMATION _____

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WATER SUPPLY DIV.
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LAKE LIVINGSTON WATER SUPPLY &
SEWER SERVICE CORPORATION
MANAGEMENT

Service Inspection Certification

RECEIVED
TO GO
WATER SUPPLY DIV.

2012 APR 16 PM 12 11

Name of PWS: Lake Livingston Water Supply & Sewer Service Corporation

Member # _____

PWS I.D.# _____

Last Name: _____

First Name: _____

Location of Service _____

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

| | Compliance | Non-Compliance |
|---|------------|----------------|
| (1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with commission regulations. | | |
| (2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester. | | |
| (3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply. | | |
| (4) No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988. | | |
| (5) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988. | | |

Water service shall not be provided or restored to the private water distribution facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the water distribution facilities:

Service Lines Lead Copper PVC Other
Solder Lead Lead Free Solvent Weld Other

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

Registration Number

Title

Type of Registration

Date

2012 APR 16 PM 12 11
NORTH COUNTY DIV.
LEAD
BOARD

Horse Shoe Lake Estates Subdivision is located 27 miles north of downtown Liberty, Texas, and 1 mile northwest of the intersection of Farm to Market Roads 787 and 2610 on an unnamed county road and is generally bounded on the north, east, and west by the Trinity River.

New River Lake Estates Subdivision is located 22 miles north of downtown Liberty, Texas, and 4 miles south of the intersection of Farm to Market Roads 787 and 2610 on an unnamed county road and is generally bounded on the east, south, and west by a tributary of the Trinity River or Oxbow Lake.

Old Snake River Lake Estates Subdivision is located 18 miles north of downtown Liberty, Texas, on State Highway 146 and is generally bounded on the east by Highway 146 and on the west by the Trinity River.

Sam Houston Lake Estates Subdivision is located 18 miles north of downtown Liberty, Texas, and 7 miles east of the intersection of State Highway 105 and Farm to Market Road 2518 on an unnamed county road and is generally bounded on the east by the Trinity River.

Polk County:

Bass Bay and Alabama Point Subdivisions are located 8 miles northwest of downtown Livingston, Texas, and $\frac{1}{2}$ mile west of the intersection of Farm to Market Road 3126 and U. S. Highway 190 and are generally bounded on the west by Livingston Reservoir.

Beech Creek North Subdivision is located $4\frac{1}{2}$ miles east of downtown Livingston, Texas, on U. S. Highway 190 and is generally bounded on the north by Nettles Cemetery Road and on the southwest by U. S. Highway 190. Dual certification exists with Soda Water Supply Corporation (CCN No. 10146).

Beech Creek South Subdivision is located $4\frac{1}{2}$ miles east of downtown Livingston, Texas, on U. S. Highway 190 and is generally bounded on the northeast by U. S. Highway 190. Dual certification exists with Soda Water Supply Corporation (CCN No. 10146).

Big Thicket Retreat Subdivision: See Liberty County for description.

Blanchard Heights Subdivision is located approximately 7 miles west of downtown Livingston, Texas, on Farm to Market Roads 3126, 3277, and 2457 and is generally bounded on the north by Livingston Reservoir with Farm to Market Road 2457 running east-west through the subdivision.

Brentwood Subdivision is located 5 miles northwest of downtown Livingston, Texas, on Farm to Market Road 2457 and is generally bounded on the north by Farm to Market Road 2457.

Cherokee Forest Subdivision is located 5½ miles west of downtown Livingston, Texas, on Farm to Market Road 3126 and is generally bounded on the south by an unnamed county road and on the west by Farm to Market Road 3126, and on the northwest by Forester's Retreat Subdivision on the northwest.

Country Sunrise Subdivision is located 5 miles southeast of downtown Livingston, Texas, on Farm to Market Road 1988 and is generally bounded on the south by Farm to Market Road 1988. Dual certification exists with Providence Water Supply Corporation (CCN No. 10120).

Cotton Hills Subdivision is located 5½ miles east of downtown Livingston, Texas, on Farm to Market Road 3126 and is generally bounded on the east by Farm to Market Road 3126. Dual certification exists with Texas Landing Company (CCN No. 11997).

Creeklake Cove Subdivision is located 12 miles northwest of downtown Livingston, Texas, on Old Groveton Road and is generally bounded on the north by Old Groveton Road and on the south by Livingston Reservoir.

Crystal Lakes Subdivision is located 3 miles east of downtown Livingston, Texas, on U. S. Highway 190 and is generally bounded on the north by U. S. Highway 190 and on the south and west by Choates Creek.

Eagles Nest Subdivision is located 14 miles south of downtown Livingston, Texas, on Farm to Market Road 2610 and is generally bounded on the east by Farm to Market Road 2610 and on the west by the Trinity River.

Emerald Bay Subdivision is located 16 miles northwest of downtown Livingston, Texas, on Farm to Market Road 356 and is generally bounded on the south by Livingston Reservoir, on the northeast by Farm to Market Road 356, and on the west by Leisure Wood Subdivision.

Forest Hills No. 1 Subdivision is located 9 miles northwest of downtown Livingston, Texas on U. S. Highway 90 and is generally bounded on the west and south by Livingston Reservoir and on the northeast by an unnamed county road.

Forest Hills No. 3 and Allen Woods Subdivisions are located 8 miles northwest of downtown Livingston, Texas, on U. S. Highway 190 and are generally bounded on the west and south by Livingston Reservoir and on the east by an unnamed county road.

Forester's Retreat Subdivision is located 6 miles west of downtown Livingston, Texas, on Farm to Market Road 3126 and is generally bounded on the north by an unnamed county road and on the southeast by Cherokee Forest Subdivision.

Garden Villas Subdivision is located 16 miles northwest of downtown Livingston, Texas, on Farm to Market Road 356 and is generally bounded on the southwest by Farm to Market Road 356 and on the southeast by Onalaska Meadows Subdivision.

Glen Cove Subdivision is located 9½ miles northwest of downtown Livingston, Texas, on Farm to Market Road 2457 and is generally bounded on the north by Farm to Market Road 2457, on the east by Farm to Market Road 3277, and on the south by Lakewood I Subdivision.

Goodrich North Subdivision is located 6 miles south of downtown Livingston, Texas, on U. S. Highway 59 and is generally bounded on the west by U. S. Highway 59, on the north by Morgan Creek, and on the south by an unnamed county road.

Hickory Ridge Subdivision is located 6 miles west of downtown Livingston, Texas, and 1 mile southeast of the intersection of Farm to Market Roads 2457 and 3126 and is generally bounded on the south by an unnamed county road and on the north by West Tempe Creek.

Hollyfield 100 Subdivision is located 5½ miles south of downtown Livingston, Texas, on U. S. Highway 59 and is generally bounded on the west by Shawland Subdivision and on the south by Windham Ranch Road.

Hoot Owl Holler⁰¹¹ Subdivision is located 7 miles south of downtown Livingston, Texas, and ¼ mile west of Goodrich, Texas, on Farm to Market Road 1988 and is generally bounded on the west and south by Long King Creek.

Impala Woods Subdivision is located 12 miles northwest of downtown Livingston, Texas, on U. S. Highway 190 and is generally bounded on the south by Livingston Reservoir, on the north by U. S. Highway 190, and on the east by Farm to Market Road 356.

Indian Hill Estates, Indian Hill Heights, and Pats Point Subdivisions are located 9 miles north of downtown Livingston, Texas, on Farm to Market Road 2457 and are generally bounded on the north, east, and west by Livingston Reservoir and on the south by Farm to Market Road 2457.

Indian Hill Estates No. 2 Subdivision is located approximately 7 miles west of downtown Livingston, Texas, on Farm to Market Roads 3126, 3277, and 2457 and is generally bounded on the north and west by Farm to Market Roads 3126 and 3277 and on the south by Livingston Reservoir.

Indian Hills Estates No. 3 Subdivision is located 9½ miles northwest of downtown Livingston, Texas, on Farm to Market Road 2457 and is generally bounded on the south by Farm to Market Road 2457.

Indian Hills Harbor Subdivision is located 9½ miles northwest of downtown Livingston, Texas, on Farm to Market Road 2457 and is generally bounded on the south by Livingston Reservoir.

Indian Springs Subdivision is located 6½ miles east of downtown Livingston, Texas, on U. S. Highway 190 and is generally bounded on the north by U. S. Highway 190 and on the west by a tributary of Menard Creek.

Kalita Point Subdivision is located approximately 7 miles west of downtown Livingston, Texas, on Farm to Market Roads 3126, 3277, and 2457 and is generally bounded on the north by Livingston Reservoir with Farm to Market Road 2457 running east-west through the subdivision.

Kickapoo Subdivision is located 11½ miles northwest of downtown Livingston, Texas, and 1 mile north of the intersection of U. S. Highway 190 and Farm to Market Road 3152 and is generally bounded on the west by Livingston Reservoir.

Lakeshore Subdivision is located approximately 7 miles west of downtown Livingston, Texas, on Farm to Market Roads 3126, 3277, and 2457 and is generally bounded on the north by Livingston Reservoir with Farm to Market Road 2457 running east-west through the subdivision.

Lakewood I Subdivision is located 9½ miles northwest of downtown Livingston, Texas, on Farm to Market Road 3277 and is generally bounded on the east by Farm to Market Road 3277 and on the north by Glen Cove Subdivision. Dual certification exists with Stevens Water Company (CCN No. 12072).

Lakewood II Subdivision is located 9½ miles northwest of downtown Livingston, Texas, on Farm to Market Road 3277 and is generally bounded on the west by Farm to Market Road 3277. Dual certification exists with Stevens Water Company (CCN No. 12072).

Lake Livingston Estates No. 1 Subdivision is located 7 miles southwest of downtown Livingston, Texas, on Farm to Market Road 1988 and is generally bounded on the west, north, and south by Livingston Reservoir on a peninsula ¼ mile north of the Livingston Reservoir dam.

Lake Livingston Estates Nos. 2 & 3 Subdivision is located 5 miles southwest of downtown Livingston, Texas, on Farm to Market Road 3126 and is generally bounded on the west, north, and south by Livingston Reservoir and on the east by Lake Livingston State Park.

Lake Livingston Nos. 4 & 5 Subdivision is located 8 miles west of downtown Livingston, Texas, on Farm to Market Road 3126 and is generally bounded on the west by Livingston Reservoir and on the south by an unnamed county road.

Leisure Wood Subdivision is located 16 miles northwest of downtown Livingston, Texas, on Farm to Market 356 and is generally bounded on the south by Livingston Reservoir, on the east by Emerald Bay Subdivision, and on the northeast by Farm to Market 356.

Natasha Heights Subdivision is located 5½ miles west of downtown Livingston, Texas, on Farm to Market Road 3126 and is generally bounded on the west by Farm to Market Road 3126 and on the north by an unnamed county road.

Nugent's Cove, Crescent Shores, Bay Haven, and Pine Shadows Subdivisions are located 9 miles west of downtown Livingston, Texas, on Farm to Market Road 3277 and are generally bounded on the west by Livingston Reservoir and Resort Country Water System's certified area (CCN No. 10121) with Farm to Market Road 3277 running northwest-southeast through the service areas.

Onalaska Meadows Subdivision is located 16 miles northwest of downtown Livingston, Texas, on Farm to Market Road 356 and is generally bounded on the southwest by Farm to Market Road 356 and northwest by Garden Villas subdivision.

Paradise Acres Subdivision is located 15 miles northwest of downtown Livingston, Texas, on Farm to Market Road 356 and is generally bounded on the south by Livingston Reservoir.

Putnams Landing Subdivision is located 5 miles southwest of downtown Livingston, Texas, on Farm to Market Road 3126 and is generally bounded on the south by Farm to Market 3126 and on the east by Lake Livingston State Park.

Sandy Creek Subdivision is located 11 miles northwest of downtown Livingston, Texas, on U. S. Highway 190 and is generally bounded on the north by U. S. Highway 190.

Sandy Ridge and Harbor Lights Subdivisions are located 11 miles northwest of downtown Livingston, Texas, on U. S. Highway 190 and are generally bounded on the west and south by Livingston Reservoir and on the north by U. S. Highway 290.

Shawland Subdivision is located 5½ miles south of downtown Livingston, Texas, on U. S. Highway 59 and is generally bounded on the west by U. S. Highway 59 and on the east by Hollyfield 100 Subdivision.

Sportsman Retreat Subdivision is located 13 miles northwest of downtown Livingston, Texas, and 2 miles north of the intersection of U. S. Highway 190 and Farm to Market Road 3152 and is generally bounded on the east, south, and north by Livingston Reservoir.

Sunset Shadows Subdivision is located 6 miles west of downtown Livingston, Texas, at the intersection of Farm to Market Roads 350 and 3126 and is generally bounded on the west by Livingston Reservoir and to the east by Farm to Market Road 3126.

Weavers Cove Subdivision is located 6 miles west of downtown Livingston, Texas, at the intersection of Farm to Market Roads 350 and 3126 and is generally bounded on the west, north, and south by Livingston Reservoir and on the east by Farm to Market Road 3126.

Wells Landing Subdivision is located 13 miles northwest of downtown Livingston, Texas, and 2½ miles north of the intersection of U. S. Highway 290 and Farm to Market Road 3152 and is generally bounded on the east, south, and north by tributaries of Livingston Reservoir.

Wiggins Ridge Subdivision is located 5 miles west of downtown Livingston, Texas, on Farm to Market Road 2457 and is generally bounded on the north by Farm to Market Road 2457.

Wiggins Village No. 1 Subdivision is located 3 miles west of downtown Livingston, Texas, on U. S. Highway 190 and is generally bounded on the north by U. S. Highway 190.

Wiggins Village No. 2 Subdivision is located 6 miles west of downtown Livingston, Texas, on and along both sides of Farm to Market Road 2457.

Wild Country Lake Estates Subdivision is located 15 miles south of downtown Livingston, Texas, on State Highway 146 and is generally bounded on the east by State Highway 146 and on the west by Farm to Market Road 2610.

Wilson Lake Estates Subdivision is located 13 miles east of downtown Livingston, Texas, and 4 miles south of the intersection of U. S. Highway 190 and Farm to Market Road 1276 on an unnamed county road and is generally bounded on the south by an unnamed county road with the east Fork of Double Branch flowing north-south through the service area.

San Jacinto County:

Ballast 458 Subdivision is located 14½ miles southeast of downtown Coldspring, Texas, on Farm to Market 223 and is generally bounded on the north by Lake Tejas Subdivision and on the south by Walnut Lane. A portion of the service area is in Liberty County.

Cozy Forest Subdivision is located 9 miles southeast of downtown Coldspring, Texas, on Farm to Market Road 2666 and is generally bounded on the north by Farm to Market Road 150, on the west by Farm to Market Road 2666, and on the east by Shepherd, Texas.

Flowing Wells Subdivision is located 14 miles east of downtown Coldspring, Texas, on Farm to Market Road 1127 and is generally bounded on the north by the Trinity River with Farm to Market Road 1127 running east-west through the service area.

Forest Cove Subdivision is located 12 miles north of downtown Coldspring, Texas, on U. S. Highway 190 and is generally bounded on the west by U. S. Highway 190 and on the east by Livingston Reservoir.

Hideaway Hills Subdivision is located 7 miles northwest of downtown Coldspring, Texas, on Farm to Market Road 224 and is generally bounded on the southwest by Farm to Market Road 224, on the northeast by Livingston Reservoir, on the northwest by Holiday Shores Subdivision (Section 3), and on the southeast by Holiday Shores Subdivision (Section 1).

Holiday Shores Subdivision (Nos. 1, 2, & 3) is located 8 miles north of downtown Coldspring, Texas, on State Highway 156 and is generally bounded on the north and east by Livingston Reservoir, on the south by Farm to Market Road 224, and on the east by State Highway 156.

Holiday Shores Subdivision (No. 4) is located 8 miles north of downtown Coldspring, Texas, and $\frac{1}{2}$ mile east of State Highway 156 and is generally bounded on the north by an unnamed county road and on the south by a tributary of Stephen Creek.

Holiday Woods Subdivision is located 9 miles north of downtown Coldspring, Texas, and 1 mile west of State Highway 156 on an unnamed county road and is generally bounded on the south by an unnamed county road and on the north by a cemetery.

Lake Run-A-Muck Estates Subdivision is located 11 miles southeast of downtown Coldspring, Texas, on Farm to Market Road 223 and is generally bounded on the north by Farm to Market Road 223, on the west by Shepherd, Texas, and on the south by a tributary of Colby Creek.

Lake Tejas Subdivision is located $14\frac{1}{2}$ miles southeast of downtown Coldspring, Texas, on Farm to Market 223 and is generally bounded on the north by Farm to Market 223 and on the south by Ballast 458 Subdivision.

Northwoods Subdivision is located $11\frac{1}{2}$ miles northeast of downtown Coldspring, Texas, on U. S. Highway 190 and is generally bounded on the north by U. S. Highway 190, on the south by Livingston Reservoir, and on the west by Lake Drive.

Point Lookout Estates and Point Lookout Estates West Subdivisions are located 12 miles north of downtown Coldspring, Texas, on U. S. Highway 190 and are generally bounded on the east and south by Livingston Reservoir and on the north and west by U. S. Highway 190.

Shepherd Woods Subdivision is located 14 miles southeast of downtown Coldspring, Texas, and 2 miles south of the intersection of Farm to Market Roads 3460 and 2914 on an unnamed county road and is generally bounded on the west by an unnamed county road and on the southeast by the San Jacinto/Liberty County line.

Sugar Hill Subdivision is located 9 miles southeast of downtown Coldspring, Texas, on Farm to Market Road 2666 and is generally bounded on the north by Farm to Market Road 2666 and on the east by Timber Cove Subdivision.

Thomas Subdivision is located 9 miles southeast of downtown Coldspring, Texas, on Farm to Market 2666 and is generally bounded on the north by Farm to Market Road 2666 and on the west by Cozy Forest Subdivision.

Timber Cove Subdivision is located 9 miles southeast of downtown Coldspring, Texas, on Farm to Market 2666 and is generally bounded on the north by Farm to Market Road 2666, on the west by Sugar Hill Subdivision, and on the east by Cozy Forest Subdivision.

Wild Bird Country Subdivision is located 6 miles southeast downtown Coldspring, Texas, on an unnamed county road and is generally bounded on the north by an unnamed county road, on the south by South Mallard Drive, and on the east by East Mourning Dove.

Trinity County:

Hawg Heaven Subdivision is located 15 miles southwest of downtown Groveton, Texas, on Farm to Market Road 356 and is generally bounded on the east by Farm to Market Road 356 and on the west by Livingston Reservoir.

Jungle Village and Lakewood Subdivisions are located 14 miles southwest of downtown Groveton, Texas, on Farm to Market Road 356 and are generally bounded on the north by Farm to Market Road 356 and on the south by Livingston Reservoir.

Oak Ridge, Aztec Cove, and Timber Cove Subdivisions are located 13 miles southwest of downtown Groveton, Texas, on Farm to Market 356 and are generally bounded on the east and north by Livingston Reservoir and on the south by Farm to Market Road 356.

Timber Bay Subdivision is located 13 miles southwest of downtown Groveton, Texas, on Farm to Market Road 356 and is generally bounded on the north by Farm to Market Road 356 and on the south by Livingston Reservoir. A portion of the area is dually certified with Trinity Rural Water Supply Corporation (CCN No. 10128).

White Rock Creek Subdivision is located 13 miles southwest of downtown Groveton, Texas, on Farm to Market 356 and is generally bounded on the north by Farm to Market 356 and on the east and south by Livingston Reservoir.

Tyler County:

Wayward Winds Estates Subdivision is located 12 miles north of downtown Huntsville, Texas, on Farm to Market Road 92 and is generally bounded on the northeast by Farm to Market Road 92.

Walker County:

River Side Harbor Subdivision is located 12 miles north of downtown Huntsville, Texas, on Farm to Market Road 980 and is generally bounded on the south by Farm to Market Road 980 and on the east and north by Livingston Reservoir.

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area maps, WRS-101, WRS-146, WRS-187, WRS-204, WRS-228, WRS-229, WRS-236, as maintained in the offices of the Texas Water Commission, 1700 North Congress, Austin, Texas with all attendant privileges and obligations.

This certificate is issued subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

ISSUED DATE SEP 13 1991

ATTEST: Blacia A. Vazquez John Hall
For the Commission