



Tariff for Bluff Dale Water Supply Corporation Revised August 19, 2022

Bluff Dale WSC Association
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Table of Contents

Section A. Resolutions	<u>6</u>
Section B. Statements.....	<u>7</u>
Section C. Definitions.....	<u>10</u>
Section D. Geographic Area Served	<u>14</u>
Section E. Service Rules And Regulations.....	<u>18</u>
1. Activation of Standard Service.....	<u>18</u>
2. Activation of Nonstandard Service.	<u>18</u>
3. Applicant’s or Transferee’s Recourse.	<u>18</u>
4. Back-Billing.....	<u>18</u>
5. Bill Adjustment	<u>19</u>
6. Billing Cycle Changes.....	<u>19</u>
7. Changes in Service Classification	<u>19</u>
8. Charge Distribution and Payment Application.....	<u>19</u>
9. Deferred Payment Agreement.	<u>20</u>
10. Denial of Service.....	<u>20</u>
11. Disconnection of Service - Rules	<u>21</u>
12. Disputed Bills.....	<u>25</u>
13. Due Dates, Delinquent Bills, and Service Disconnection Date.....	<u>25</u>
14. Inoperative Meters.	<u>26</u>
15. Insufficient Grounds for Refusal of Service.....	<u>26</u>
16. Line Extension Reimbursement.	<u>26</u>
17. Master Metered Account Regulations.	<u>27</u>
18. Members and Renters.....	<u>27</u>
19. Membership.....	<u>27</u>
20. Member’s Responsibility	<u>31</u>
21. Meter Relocation.	<u>32</u>
22. Meter Tampering and Damage To Property.....	<u>32</u>
23. Ownership of Equipment.	<u>33</u>
24. Prohibition of Multiple Connections to a Single Tap.....	<u>33</u>
25. Service Entitlement.	<u>34</u>
26. Service Location and Classification	<u>34</u>
27. Service Requirements.....	<u>35</u>
Section F. Developer, Subdivision And Nonstandard Service Requirements	<u>37</u>
Part I. General Requirements.....	<u>37</u>
1. Purpose.....	<u>37</u>
2. Application of Rules.....	<u>37</u>
3. Nonstandard Service Application.....	<u>37</u>
4. Design.	<u>39</u>
5. Nonstandard Service Contract.....	<u>39</u>
6. Construction of Facilities by Applicant Prior to Execution of Service Contract.....	<u>40</u>
7. Dedication of Water System Extension/Improvements to Corporation	<u>40</u>
8. Property and Right-Of-Way Acquisition.....	<u>41</u>
9. Bids for Construction.	<u>41</u>
10. Pre-Payment for Construction and Service.	<u>42</u>
11. Construction.	<u>42</u>

Part II Request For Service To Subdivided Property	<u>42</u>
1. Sufficient Information	<u>42</u>
2. Service within Subdivisions	<u>43</u>
3. Final Approval	<u>45</u>
Section G. Rates And Service Fees	<u>46</u>
1. Additional Assessments	<u>46</u>
2. Assessments	<u>46</u>
3. Customer History Report Fee.....	<u>46</u>
4. Customer Service Inspection Fee.....	<u>46</u>
5. Easement Fee	<u>46</u>
6. Equipment Damage Fee	<u>46</u>
7. Equity Buy-In Fee	<u>47</u>
8. Franchise Fee Assessment.....	<u>47</u>
9. Groundwater District Production Fee.....	<u>47</u>
10. Information Copy Fee	<u>47</u>
11. Installation Fee.....	<u>47</u>
12. Late Payment Fee.....	<u>48</u>
13. Line Extension Reimbursement Fee.....	<u>48</u>
14. Membership Fee.....	<u>48</u>
15. Meter Tampering and Damage to Property Penalty	<u>48</u>
16. Monthly Charges.....	<u>49</u>
17. Mortgagee/Guarantor Notification Fee	<u>49</u>
18. Meter Test Fee.....	<u>49</u>
19. Other Fees	<u>49</u>
20. Owner Notification Fee.....	<u>49</u>
21. Reconnect Fee	<u>50</u>
22. Regulatory Assessment	<u>50</u>
23. Returned Check Fee	<u>50</u>
24. Seasonal Reconnect Fee.....	<u>50</u>
25. Service Investigation Fee	<u>50</u>
26. Service Trip Fee.....	<u>50</u>
27. Transfer Fee	<u>51</u>
Section H. Drought Contingency And Emergency Water Demand Management Plan	<u>52</u>
1. Introduction.....	<u>52</u>
2. Public Involvement	<u>53</u>
3. Coordination with Regional Water Planning Group	<u>53</u>
4. Trigger Conditions	<u>54</u>
5. Stage Levels of Water Allocations.....	<u>55</u>
6. Initiation and Termination Procedures	<u>59</u>
7. Penalties for Violations	<u>59</u>
8. Exemptions or Waivers	<u>60</u>
9. Implementation	<u>61</u>
Section I: Sample Application Packet	<u>62</u>
Corporation Use Only	<u>63</u>
Service Application and Agreement	<u>63</u>
Right-Of-Way Easement (Location Of Easement Required).....	<u>70</u>
Right-Of-Way Easement (General Type Easement).....	<u>72</u>

Nonstandard Service Application	74
Nonstandard Service Contract	78
Section J. Miscellaneous Transaction Forms.....	85
Alternate Billing Agreement for Rental Accounts.....	86
Disclosure of Personal Information Contained in Utility Records	87
Customer Notice of Water Use Restrictions	88
Customer Notice of First Violation and Penalty	89
Customer Notice of Second Violation and Penalty.....	90
Customer Notice of Subsequent Violation and Penalty	91
Notice of Disconnection	92
Notice of Prohibition Of Multiple Connections to a Single Tap.....	93
Deferred Payment Agreement.....	94
Installment Agreement.....	95
Line Extension Reimbursement Agreement	96
Membership Mortgage Agreement	98
Agreement to Provide Fill For Certain Fire Apparatus in Designated Areas.....	99
Agreement to Provide Fireflow in Designated Areas	103
Meter Test Authorization and Test Report.....	107
Notice to Owner of Rental Property of Past Due Account.....	108
Notice of Requirement to Comply with the Subdivision and Service Extension Policy of Water Supply Corporation	109
Notice of Returned Check.....	110
Request for Service Discontinuance & Membership Cancellation	111
Easement Denial Letter and Affidavit.....	112
Release of Easement	114
Sanitary Control Easement	116
Equipment and Line Dedication Agreement.....	119
Notice of Disconnection	120
Membership Termination and Liquidation Notice.....	121
Dedication, Bill of Sale, and Assignment (Developer Form)	122
Applicant’s Notice of Insufficient Information of a Temporary/Improperly Transferred Service.....	124
Dedication, Bill Of Sale, and Assignment (Individual Service Form).....	125
Customer Service Inspection Certification (TCEQ)	127

Section K. Miscellaneous	<u>130</u>
Tariff Filing Requirements & Instructions.....	<u>131</u>
Sample Letter to PUC	<u>132</u>
Notice of Rate Increase.....	<u>133</u>
Calculation of the Average Net Equity Buy In Fee of a Sample Utility	<u>134</u>
TRWA Recommended 5/8" X 3/4" Meter Equivalents Based on AWWA Specifications and Design Criteria	<u>135</u>
Voluntary Contributions on Behalf of Emergency Services	<u>136</u>
Sample Notice to Customers for Voluntary Contributions on Behalf of Emergency Services.....	<u>137</u>
Sample Language for Billing Card for Notice to Customers for Voluntary Contributions on Behalf of Emergency Services.....	<u>137</u>

SECTION A. RESOLUTIONS

THE BOARD OF DIRECTORS OF BLUFF DALE WATER SUPPLY CORPORATION
ESTABLISHES THAT:

1. This Tariff of the Bluff Dale Water Supply Corporation, serving Erath County consisting of Sections A. through H. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of August 19, 2022.
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 and a copy may be viewed on the Corporation's website. The Secretary of the Corporation shall 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 (or revised) in compliance with the [Open Meetings Act, Chapter 551](#) of the Texas Government Code.

PASSED and APPROVED this 19th day of August, 2022.

President, Dennis McNaughten, Bluff Dale Water Supply Corporation

SEAL (if applicable)

Secretary, Deborah Morris, Bluff Dale Water Supply Corporation

SECTION B. STATEMENTS

1. **Organization.** The Bluff Dale Water Supply Corporation (“Corporation” or “WSC”) is a member-owned, nonprofit corporation incorporated pursuant to the [Texas Water Code Chapter 67](#), and the provisions of the Texas Business Organizations Code applicable to member owned member controlled 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 Corporation. Failure on the part of the Member, Customer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.
4. **Corporation Bylaws.** The Corporation Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation’s office and available on the water supply website.
5. **Fire Protection Responsibility.** The Corporation does not provide nor imply that fire protection is available throughout the distribution system, except where expressly required by municipal ordinance or agreed to by WSC. All hydrants or flush valves are for the operation and maintenance of the system and may be used by authorized fire departments in accordance with a contract with the Corporation to supply water for use in fire suppression. 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 Nonstandard 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 limits of liability of the Corporation is the extent of the cost of service provided. By acceptance of Membership, the Member consents to waiver of such liability.
7. **Information Disclosure.** The records of the Corporation shall be kept in the Corporation office in Bluff Dale, Texas. 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 and other applicable law. **In no event and under no circumstances shall the Corporation disclose the Social Security Number of any member or customer to any person other than an employee of the Corporation.** Chapter 182, Subchapter B of the Texas Utilities Code makes confidential a water utility customer’s address, telephone number, account records, and information relating to the volume or units of utility usage, or the amounts billed to or collected from the individual for utility usage. However, an individual customer may request in writing that this information be released upon request. The

Corporation shall give its applicants and customers notice of their right to request disclosure of this information under this policy. The confidentiality provision in Chapter 182, Subchapter B of the Texas Utilities Code does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member entitled to vote on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members.

8. ***Customer Notice Provisions.*** The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all customers 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 nonstandard 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\(j\)](#)) (See Tariff [Section G. 4.](#))
11. ***Submetering Responsibility.*** Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution or sewer collection system provided the Master Metered Account customer complies with the Public Utility Commission, [Chapter 24](#), Subchapter I rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered customers of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Public Utility Commission.

12. ***Prohibition Against the Resale of Water.*** The meter and/or sewer connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

SECTION C. DEFINITIONS

Applicant – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Bluff Dale Water Supply Corporation. A person must have reached age of majority (18) in Texas to apply for service. ([Section 129.001, Civil Practice & Remedies Code](#))

Base Rate – The monthly charge assessed each Member/Customer for the opportunity of receiving service. The Base Rate is a fixed rate based upon the meter size as set forth in the equivalency chart in [Section G](#).

Board of Directors – The governing body elected by the Members of the Bluff Dale Water Supply Corporation that is vested with the management of the affairs of the Corporation. ([Section 22.001\(1\), Texas Business Organizations Code](#))

Bylaws – The rules pertaining to the governing of the Bluff Dale Water Supply Corporation adopted by the Corporation Members. ([Section 22.001\(2\), Texas Business Organizations Code](#))

Certificate(s) of Convenience and Necessity (CCN) – The authorization granted under [Chapter 13 Subchapter G of the Texas Water Code](#) for Bluff Dale Water Supply Corporation to provide water and/or sewer utility service within a defined territory. Bluff Dale Water Supply Corporation has been issued Certificate Number(s) 12930. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff [Section D](#). Certificated Service Area Map(s))

Corporation – The Bluff Dale Water Supply Corporation. ([Section B. 1](#) of this Tariff)

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

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

Easement – A private perpetual dedicated right-of-way for the installation of water 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) for both service to an Applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. (See Sample Application Packet, [Form-RUS-TX 442-8](#) (Rev. 6-06) or [Form RUS-TX 442-9](#) (Rev. 6-06)) The easement will be filed in the real property records of the appropriate county or counties.

Equity Buy-In Fee – Each Applicant for new service where a new service tap is necessary shall be required to achieve parity with the contributions to the construction or acquisition of the Corporations assets related to capacity that have been made previously by existing Members. This fee shall be calculated annually after receipt of the system audit and assessed prior to providing (or reserving service for nonstandard service applicants) on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. (Tariff [Section G. 7.](#), also See Tariff [Section K](#) Miscellaneous, Calculation of Average Net Equity Buy in Fee)

Final Plat – A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water/sewer easements, and location(s) of lakes, streams, or rivers through the property. The Bluff Dale Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating Subdivision service requests under Section F. the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

Hazardous Condition – A condition that jeopardizes the health and welfare of the Members/Customers 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. (Tariff [Section E. 10 b.](#), and Sample Application Packet - [USDA RUS-TX Bulletin 1780-9](#) (Rev. 05/17))

Installation Fee - A fee charged for all costs necessary for installation of the type of service requested. (See [Section G.](#) for breakdown of costs included in the fee.)

Liquidated Membership – A Membership that has been canceled due to delinquent charges or for other reasons as specified in this Tariff. (See [Section E.19 e.](#))

Member – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in the Corporation and who is a record owner of fee simple title to the property in an area served by the water supply or sewer service corporation or a person who is granted a membership and who either currently receives or will be eligible to receive water or sewer utility service from the corporation. An applicant must be qualified for service and must have been certified as a member in accordance with the Corporation’s Tariff before service will be activated. ([Texas Water Code Section 13.002\(11\)](#), [Texas Water Code Section 67.016\(d\)](#))

Membership – A non-interest-bearing stock or right of participation purchased from the Corporation evidencing a Member’s interest in the Corporation. (See Tariff Section [E.19](#) and [Texas Business Organizations Code Sections 22.151\(c\)](#)).

Membership Fee – A fee qualified as such under the terms of the tariff and the bylaws of the Corporation assigned to the real estate designated to receive service. The membership fee shall be refundable upon termination of service and surrendering the Membership. The membership fee cannot be more than 12 times the minimum monthly base rate.

Meter Test Fee - A fee assessed by the Corporation upon written request of the Member for testing the accuracy of the meter.

Public Utility Commission (PUC) – State regulatory agency having jurisdiction over water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Nonprofit Water and Sewer Service Corporations

Proof of Ownership – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate. (See [Texas Property Code, Title 3, Chapter 12, Section 12.001 and 12.0011](#))

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. (See Sample Application Packet, [Form-RUS-TX 442-8](#) (Rev. 6-06) and [Form RUS-TX 442-9](#) (Rev. 6-06))

Renter – A customer who rents or leases property from a member or who may otherwise be termed a tenant. (See Tariff Section [E. 18.](#))

Re-Service – Providing service to an Applicant at a location for which service previously existed and where there is an existing setting for a meter. Costs of such re-servicing shall be based on justifiable expenses in connection with such re-servicing. (See Tariff [Section E. 1. b.](#), and Section J Miscellaneous Request for Service Discontinuance & Membership Cancellation)

Seasonal Reconnect Fee – The fee charged for resumption of service at a location where the member has voluntarily suspended service, in a written request, for a period of time not exceeding nine months within a twelve-month period. The fee is based on the total months for which service is suspended multiplied by the amount of the monthly minimum fee the Corporation charges active customers.

Service Application and Agreement – A written agreement between the Member/Applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished. (See Sample Application Packet [RUS-TX Bulletin 1780-9](#) (Rev. 05/17) or Nonstandard Service Contract)

Service Investigation Fee – A fee for costs associated with determining if service is available and determining cost of service. (See Tariff Section [F. 3. \(c\)](#), [F. 4.](#), and [G. 26](#)).

Service Trip Fee - A fee charged for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service; or for the purpose of disconnecting or collecting payment for services.

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. Sewer facilities are designed, and rates are based on the basis of population served or demand. (See Tariff Section [G. 7](#) and [G. 14.](#))

Subdivide – To divide the surface area of land into lots or tracts intended primarily for residential use. ([Texas Local Government Code Section 232.021\(11\)](#))

Subdivider or Person who Subdivides Land– 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 Section 212.012\(i\)\(2\)](#) & [232.021\(12\) Definitions](#) and [Section F., Part II.](#))

Subdivision – An area of land that has been subdivided into lots or tracts. ([Local Government Code Section 232.021\(13\) Definitions](#))

Tap fee – all current labor and materials necessary to provide individual metered water or wastewater service.

Tariff – The operating policies, service rules, service extension policy, service rates, water use restriction 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 by law at the State Office of the PUC.

Temporary Service – The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification. This classification will change to permanent service after requirements in Tariff Section [E. 25](#), [E. 26](#), [E. 27](#), and [E. 28](#) are met. Applicant must have paid an Indication of Interest Fee.

Texas Commission on Environmental Quality (TCEQ) – State regulatory agency having jurisdiction over drinking water, water supply and water quality issues for Nonprofit Water and Sewer Service Corporations.

Transfer Fee - A fee assessed by the Corporation for costs associated with transferring membership. (See Tariff [Section E. 19. c.](#), [Section G. 28](#) and [Texas Water Code Section 67.016](#))

Transferee – An Applicant receiving a Bluff Dale WSC Membership by legal means from a Transferor desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff [Section E. 19. c.](#), [Section G. 28](#) and [Texas Water Code Section 67.016](#))

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. ([Texas Water Code, Section 67.016](#))

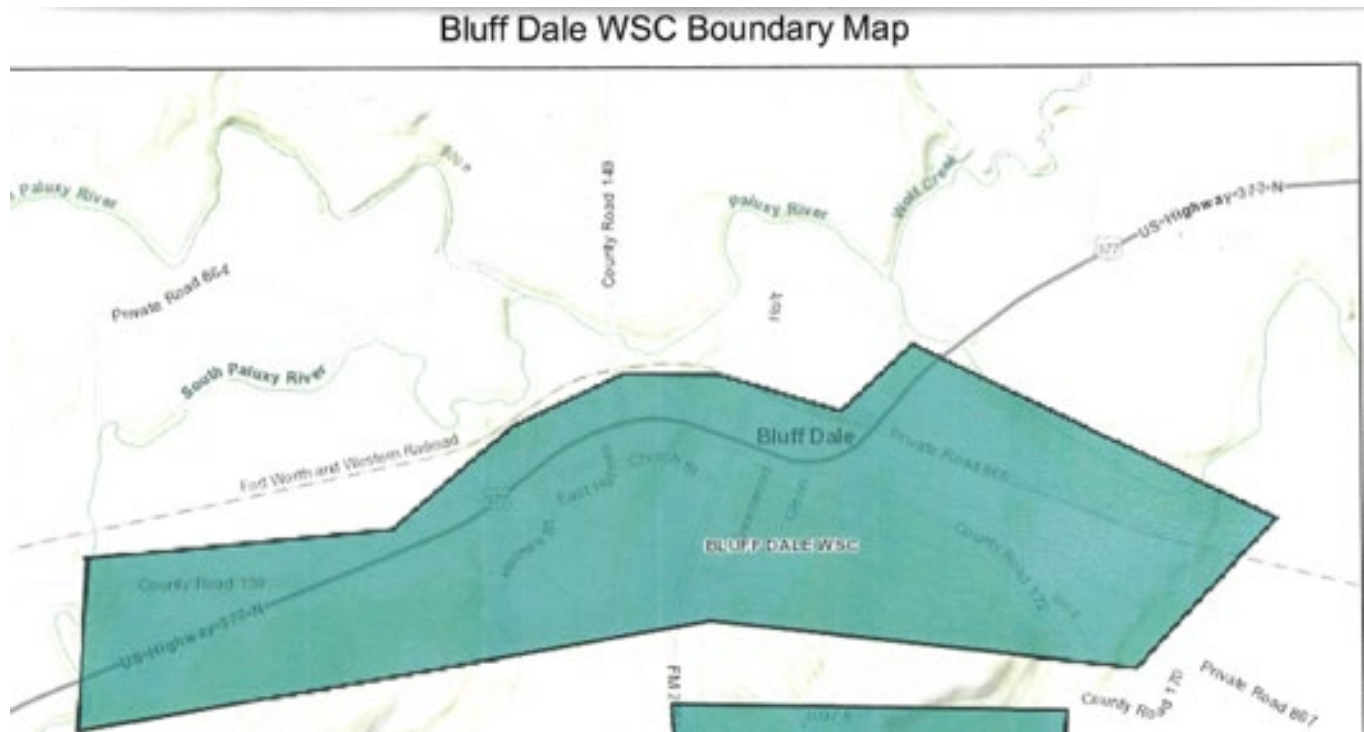
Usage – Amount billed for water service based on actual or estimated usage.

1. **Actual Usage** – Amount billed or to be collected based on actual meter reading.
2. **Estimated Usage** – Amount billed or to be collected based on either the member's historical average usage for the prior month or for the same month of the prior year where date is available. (See [Section E.5.b.](#); See also PUC Rules [16 TAC §24.165\(i\)](#) regarding estimated bills.)

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. (See [Texas Water Code Section 67.011 \(b\)](#) and [Section H. 7.](#))

SECTION D. GEOGRAPHIC AREA SERVED

This section should include an area map showing the Corporation's water and/or wastewater certificated service area. Therefore, the Corporation must make sure that its current service area(s) correspond to the area and/or facilities as approved by the PUC in its Certificate(s) of Convenience and Necessity. **It is the responsibility of the Corporation to properly file a map(s) showing its service area with the PUC and to file for any changes in that service area. This copy of the Commission's official service map(s) will serve as documentation in the event of future disputes over service areas.**



Jun 21, 2022, 9:39 AM

After reviewing the information, the CCN number for Bluff Dale WSC should be 12930.

The information in our database correctly has the number listed:

PUC Water Utility Database: <https://www.puc.texas.gov/WaterSearch/Utility?siteId=20954>

The viewer has the correct area but is labeled incorrectly.

PUC CCN Map : <https://arcg.is/1LyKoS>

We'll be working to correct the information and it may not be readily reflected in the viewer since it will require an internal process to correct the original order issuing the CCN which appears to have transposed the numbers.

Please let me know if you have any questions.

Thank you,

Celia Eaves

Utility Outreach Administrator

Division of Utility Outreach

Public Utility Commission of Texas

W: 512.936.7375 | celia.eaves@puc.texas.g



Texas Natural Resource Conservation Commission

By These Presents Be It Known To All That

Bluff Dale Water Supply Corporation

having duly applied for certification to provide sewer utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 12903

to provide continuous and adequate water utility service to that service area or those service areas in Erath County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 32736-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Bluff Dale Water Supply Corporation to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this APR 19 2000


For the Commission

Texas Natural Resource Conservation Commission



THE STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this is a true and correct copy of a Texas Natural Resource Conservation Commission document, which is filed in the permanent records of the Commission.
Given under my hand and the seal of office on

La Donna Castañuela APR 26 2000

La Donna Castañuela, Chief Clerk
Texas Natural Resource
Conservation Commission

APPLICATION NO. 32736-C

IN THE MATTER OF THE	§	BEFORE THE
APPLICATION OF BLUFF DALE	§	
WATER SUPPLY CORPORATION	§	TEXAS NATURAL RESOURCE
CERTIFICATE OF CONVENIENCE	§	
AND NECESSITY NO. 12903 IN ERATH	§	CONSERVATION COMMISSION
COUNTY, TEXAS	§	
	§	

On APR 19 2000, the Executive Director of the Texas Natural Resource Conservation Commission pursuant to Chapters 5 and 13 of the Texas Water Code considered the application of Bluff Dale Water Supply Corporation, to obtain Water Certificate of Convenience and Necessity No. 12903 in Erath County, Texas.

No person has requested a public hearing on the application;

Notice of the application was given all affected and interested parties;

The criteria set forth in *Texas Water Code* Sections 13.246(c) has been considered; and

Now, therefore, be it ordered by the TEXAS NATURAL RESOURCE CONSERVATION COMMISSION that the application is granted and Certificate of Convenience and Necessity No. 12903 be in accordance with the terms and conditions set forth herein and in the certificate.

IT IS FURTHER ORDERED that Bluff Dale Water Supply Corporation shall serve every customer and applicant for service within the area certified under Certificate of Convenience and Necessity No. 12903 and that such service shall be continuous and adequate.

TEXAS NATURAL RESOURCE
CONSERVATION COMMISSION

Issued date: APR 19 2000

Jeffrey A. Sade

For the Commission

SECTION E. SERVICE RULES AND REGULATIONS

1. **Activation of Standard Service.** Before receiving service, applicants must comply with all the following requirements, as applicable:
 - a. **New Tap** – The corporation shall charge a nonrefundable service installation fee as required under [Section G.](#) of this tariff. The service installation fee shall be quoted in writing to the applicant. Any debt owed to the Corporation and all fees shall be paid, or a deferred payment contract signed in advance of installation. ([16 TAC 24.163\(a\)\(1\)\(A\)](#))
 - b. **Re-Service** – On property where service previously existed, the corporation shall charge the Membership Fee (where the Membership Fee has been liquidated or refunded), reconnection costs, any debt owed to the Corporation if the applicant is the person that previously incurred those charges, seasonal reconnect fee as appropriate, and other applicable costs necessary to restore service.
 - c. **Performance of Work** – All tap and equipment installations specified by the corporation shall be completed by the corporation staff or designated representative after all requirements for service have been met. The tap for a standard service request shall be completed within five (5) working days after requirements for service have been met. This time may be extended for installation of equipment for Nonstandard Service Request. ([16 TAC 24.161\(a\)\(4\)](#), See [Section F.](#))
 - d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved backflow prevention device required by the Corporation. ([30 TAC 290.46\(j\)](#); [Section I.](#) Service Application and Agreement)
2. **Activation of Nonstandard Service.** Activation of Nonstandard Service shall be conducted as prescribed by terms of [Section F.](#) of this Tariff.
3. **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.
4. **Back-billing.** If a member is undercharged the corporation may back-bill the Member. Back-billing may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in this tariff ([See 16 TAC Section 24.165\(h\)](#)). If the underbilling is \$25 or more, the utility shall offer to such member/customer a deferred payment plan option for the same length of time as that of the underbilling.

5. **Bill Adjustment.**

- a. 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. 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 [Section J. Misc. Transaction Forms.](#))
- b. Due to Estimated Billing - If the Corporation has estimated usage because the Corporation is unable to access the meter due to circumstances beyond the Corporation's control, such as a natural disaster; or because access is hindered or denied by a Member, the Corporation shall adjust the bill once access has been regained and actual usage is determined. (See [Section E. 20. a.](#))

6. ***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.

7. ***Changes in Service Classification.*** If at any time the Corporation determines that the customer service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff (See [Section E. 11. a.](#))

8. ***Charge Distribution and Payment Application.***

- a. The Base Rate is for the billing period from the 1st day of the month to the 1st day of the following 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 5th of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.
- b. Gallonage Charge shall be billed at the rate specified in [Section G.](#) and billing shall be calculated in one hundred (100) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.
- c. Posting of Payments: All payments shall be posted against previous balances and late

fees prior to posting against current billings.

- d. **Forms of Payment:** The Corporation will accept the following forms of payment: cash, personal check, cashier's check, or money order. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins.

9. *Deferred Payment Agreement.* The Corporation may offer a deferred payment plan to a member or rental tenant who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any late penalty fees or interest on the monthly balance to be determined as per agreement. (See [Section J. Miscellaneous Transaction Forms](#)). Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued. The Corporation may consider another deferred payment agreement provided payments will be made by automatic bank draft or credit/debit card. Nonpayment of any amount under an additional deferred payment agreement will cause service to be disconnected immediately and service will not be restored until the account is paid in full and all other charges resulting from the disconnection of service are fully paid. In the event the requestor is a tenant of rental property the Corporation shall notify the owner/member of the deferred payment agreement.

10. *Denial of Service.* The Corporation may deny service for any of the following reasons:

- a. Failure of the Applicant or Transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges;
- b. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
- c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;
- d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;
- e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant;
- f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested;
- g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided;

- h. Failure of Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under [Chapter 366 of the Texas Health and Safety Code](#); and
- i. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service. (Also [see E 19.](#))

11. Disconnection of Service Rules The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section. 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 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 nonnegotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a “cash-only” basis for a period of 12 months. **NOTE: “cash only,” means certified check, money order, or cash.**
 - 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under [Section E.10. i.](#), or failure to comply with the terms of a deferred payment agreement (See [Section J. Miscellaneous Transaction Forms](#));
 - 3) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard 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 or hindering 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. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- 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 service to the Member's renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. **(Note: The cancellation of membership must be in writing and signed by the Member. CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LEESSEES.)**
- 9) Failure to pay charges arising from service trip fee as defined in [Section G. 27.](#), meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading.
- 10) Failure by a Member to pay for all repair or replacement costs resulting from the Member damaging system facilities including, but not limited to water or sewer lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering, or re-routing of lines or system components, or by any other action. The Corporation will provide the Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received, or an acceptable payment plan is approved.
- 11) Failure to disconnect or secure additional service tap(s) for an RV or other service connection (See [E. 24](#) of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.

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

- 1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in [Texas Health and Safety Code Sections 341.011](#) or [343.011](#). If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition ([30 TAC 290.46\(i\)](#) and [290.46\(j\)](#)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.
- 2) A line leak on the member's side of the meter is considered a potentially hazardous condition under paragraph b. 1, as stated above. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the member up to five (5) business days, or another time-period determined reasonable under the circumstances, to repair the line prior to disconnection of service.
- 3) Service is connected without authority by a person/entity who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
- 4) In instances of tampering with the Corporation's meter tap or equipment, by-passing the meter or equipment, or other diversion of water or sewer service.
NOTE: Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.

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

- 1) Failure of the Member to pay for merchandise or charges for nonutility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of nonutility service as a condition of service;
- 2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;

- 3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
 - 4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
 - 5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters [Section E. 14.](#) of this Tariff.
 - 6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan unless the Corporation is unable to read the meter due to circumstances beyond its control.
- 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
 - e. preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.
 - f. **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 PUC.
 - g. **Disconnection for Ill Customers** – The Corporation may not discontinue service to a delinquent residential Member or tenant under an alternative billing agreement permanently residing in an individually metered dwelling unit when that Member or tenant establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in accordance with Subsection (a) of this Section 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 Member or tenant enters into a Deferred Payment Agreement (see [Miscellaneous Transaction Forms](#)). The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness as per this subsection.
 - h. **Disconnection of Master-Metered Accounts 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 to disconnection, the Corporation shall post at notices, stating “Termination Notice” in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
 - 3) The tenants may pay the Corporation for any delinquent bill on behalf of the owner to avert disconnection or to reconnect service to the complex.
- i. **Disconnection of Temporary Service** – When an applicant with 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.

12. Disputed Bills. In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall make and conduct an investigation as 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.

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

- a. The Corporation shall mail all bills on or about the 5th of the month. All bills are considered the responsibility of each person signing the Service Application and Agreement Form. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. The time for payment by a political subdivision may be different than your regular due date. (See [Texas Government Code 2251.021](#)) A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A (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.
- b. The board of directors or general manager may elect to not charge a late fee or disconnect fee in accordance with this Tariff during or after the occurrence of a natural

disaster or other incident that impacts the property of members or interrupts the management and operation of the system.

- c. 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. ([Texas Utilities Code Sections 182.001 - 182.005](#)) If this request originates from a tenant at a rental property the owner / member will be notified in writing of any extension request.
- d. All insufficient fund checks, accounts closed or money orders that have had a “stop payment order” issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection day.

14. Inoperative Meters. Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

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

- a. Delinquency in payment for service by a previous member or occupant of the premises to be served;
- b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
- c. Violation of the Corporation’s rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;
- d. Failure to pay a bill of another member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service; and
- e. Failure to pay the bill of another member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

16. Line Extension Reimbursement. An approved Applicant may have to pay on a prorated

basis a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other party that made the capital outlay to extend service to that area. (See [Miscellaneous Transaction Forms](#))

17. Master Metered Account Regulations. An apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter as a “master metered account” and complies with the requirements set forth in PUC rules, this Tariff and applicable law. The Corporation may allow master metering and/or nonstandard sewer service to these facilities at an Applicant’s request. ([16 TAC \(24.281\(e\)\(1\)\)](#)).

18. Members and Renters. Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due the Corporation. The membership for rental or leased properties shall be in the name of the Member as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall be required to sign an Alternate Billing Agreement if the Member requests that the tenant be billed for utility service. (See [Miscellaneous Transaction Forms](#).) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter’s past due payment status.

If at any time the member requests that membership be canceled thereby discontinuing service to an occupied rental property, the Corporation shall provide written notice to the tenant(s) a minimum of five (5) days prior to the scheduled disconnection date.

19. 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, payment of the required fees, and any debt owed to the Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation’s water/sewer 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. ([Texas Water Code Section 67.016](#)) **NOTE (1): In the event that the**

Corporation is conducting a potential Members survey for indications of interest in future service for the purpose of determining the feasibility of an initial construction or expansion project under RUS guidelines (see Sample Application Packet), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a Membership Fee for Membership purposes (upon issuance of a Membership) if service is ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded, less expenses, within sixty (60) days of the loan closing with the Rural Utilities Service. *NOTE (2):* In the event the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required. (See [Section C Definitions](#), [E. 26.](#), [G. 4.](#) and [Section J](#), CSI Certificate)

- c. **Transfers of Membership.** – ([Texas Water Code Section 67.016](#))
- 1) A Member or executor of estate (court order or other legal instrument) 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 [Subsection 19. c. \(1\)](#) of this Section, 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 be considered a new application for service and is not binding on the Corporation until such transfer has been approved as provided by [Subsection 19. c. 3](#) of this Section.
 - 3) Qualifications for service upon transfer of Membership set forth in [Subsection 19. c. \(1\)](#) of this and [19. c. \(2\)](#) of this Section 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) The Transferee has completed the required Application Packet including granting the Corporation with a private utility easement on the form provided by the Corporation;
 - (b) The membership has not been fully or partially liquidated; and
 - (c) The Transferee demonstrates satisfactory evidence of ownership of the

property designated to receive service and from which the Membership originally arose.

- 4). If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 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 Base Rate must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member’s Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Misc. Transaction Forms.) However, a member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service [Section E 1.](#) of this Tariff. ([Texas Water Code Section 67.016](#))
- e. **Liquidation Due to Delinquency** –When the amount of the delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated, and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership, 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 11. a.](#)). The Corporation shall collect any remaining account balances by initiation of legal action. Reinstatement of service shall be subject to the terms of the Activation of Service [Subsection E. 1. b.](#) of this Tariff.
- f. **Cancellation Due to Policy Noncompliance** – The Corporation may cancel a Membership anytime a member fails to comply with policies of the Corporation, including but not limited to Member’s failure to provide proof of ownership of the property from which the Membership arose. ([Texas Water Code Section 67.016](#))
- g. **Re-assignment of Canceled Membership.**
 - 1) The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water or sewer service is requested ([Texas Water Code Section 67.016](#)). Membership will not be re-assigned unless the person or entity that has legal title

to the real estate has complied with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.

- 2) The Corporation shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or nonjudicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property, and it is not feasible for the mortgage institution to be the Member.
- h. 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 [Subsection E. 19. d.](#) (Cancellation of Membership), the Corporation will notify the holder of any security interest in the Membership. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the Membership. The Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings or similar legal proceedings by the holder of the security interest.
 - i. Cancellation and Re-Assignment of Membership as 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. 11.](#) of this Tariff, with a copy of the notice to the bankruptcy Trustee.
 - j. Cancellation and Re-Assignment of Membership as a Result of Divorce or Death (or Dissolution of Joint Tenancy)** – The Corporation shall transfer the membership to

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

20. Member's Responsibility.

- a. The Member shall provide access to the meter tap location as per the easement and service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the Member 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. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- 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 water connections shall be designed to ensure against on-site sewage contamination, back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. ([30 TAC 290.46](#), [Texas Health & Safety Code Chapter 366](#))
- 2) The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or nonresidential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. ([30 TAC 290.46](#); [RUS-TX Bulletin 1780-9](#) (Rev. 05/17))

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

- 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 shall end at the meter or other service equipment as installed. 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 within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stops 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.)
- f. The member is required to notify the system 48 hours prior to digging or excavation activities along or near water lines and appurtenances.

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

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

22. Meter Tampering and Damage to Property.

- a. For purposes of this Section, the term "Tampering" shall mean meter-tampering, by-passing, or diversion of the Corporation's service equipment, or other instances of diversion, including:
 - 1) Removing a locking or shut-off device used by the Corporation to discontinue service;
 - 2) physically disorienting the meter or sewer tap;
 - 3) attaching objects to the meter or sewer tap to divert service or to by-pass;
 - 4) inserting objects into the meter or sewer tap;
 - 5) other electrical and mechanical means of tampering with, by-passing, or diverting service;
 - 6) connection or reconnection of service without Corporation authorization;
 - 7) connection into the service line of adjacent customers of the Corporation; and
 - 8) preventing the supply or wastewater discharge from being correctly registered by a metering device or sewer tap due to adjusting the valve so that flow is reduced below metering capability.

The burden of proof of Tampering 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 Tampering is initiated. A court finding of 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 Sections 28.03, 12.21 and 12.22](#).

- b. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall disconnect service without notice as set forth in [Subsection E.11.b](#).

and charge the person who committed the Tampering the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.

- c. A person who otherwise destroys, defaces, damages or interferes with Corporation property will be charged the total actual loss to the Corporation including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues. The Corporation also will prosecute the offending party to the extent allowed under law pursuant to [Texas Water Code Section 49.228](#) and other applicable laws.
- d. In addition to actual damages charged under subsection (b), the Corporation may assess a penalty against the offending party. The penalty shall not exceed six (6) times the Base Rate.

Note: For purposes of this section, “offending party” means the person who committed the Tampering or damaged the property.

23. Ownership of equipment. All water meters and equipment and materials required to provide water service to the point of customer connection; water meter or service tap, is the property of the Corporation upon installation, and shall be maintained by the water system only.

24. Prohibition of Multiple Connections to A Single Tap.

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a “Master Metered Account” and have a single meter (See Subsection E. 17.) If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with Paragraph [E. 11. b.](#) (See Sample Application Packet [RUS-TX Bulletin 1780-9](#) (Rev. 05/17))
- b. For purposes of this section, the following definitions shall apply:
 - 1) A “multiple connection” is the connection to any portion of a member’s water system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be considered a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.
 - 2) A “primary delivery point” shall mean the physical location of a meter tap that is installed in accordance with this Tariff and applicable law, and which provides water service to the residence or commercial or industrial facility of a member.
 - 3) A “residence” shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities, or other evidence of habitation as defined by the Corporation.

- 4) “Commercial” facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member’s residence or property that does not require water in addition to that provided to the member’s residence shall not be considered a separate commercial facility.
- c. The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional membership be secured, and a separate meter installed. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The member must submit a written request to the corporation’s business office at least five (5) business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that water service will be cut off in ten days if the situation is not corrected.

25. Service Entitlement. The Applicant(s) shall be considered qualified and entitled to water utility service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. ([16 TAC 24.161\(a\)](#))

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

- a. **Standard Service** is defined as service on a specific property designated to receive 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 or 4” gravity sewer taps, pressure collection facilities installed or connected to collection lines no more than five feet in depth.
- b. **Nonstandard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account (see [E. 2.](#) of this section), 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 Nonstandard Service Applicant prior to providing service.

27. Service Requirements. The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable, in addition to the applicant, any other person sharing an ownership interest in and receiving service at that property shall sign the Service Application and Agreement Form; however, even if the spouse or other person sharing an ownership interest does not sign the Service Application and Agreement Form, they are still responsible for all terms set forth therein, and for any debt obligation related to the account. (See Sample Application [RUS-TX Bulletin 1780-9](#) (Rev. 05/17))

- 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. (See Sample Application - [RUS-TX Bulletin 1780-9](#) (Rev. 05/17), [30 TAC 290.47 Appendix B.](#)) **NOTE: This requirement may be delayed for Nonstandard Service requests.**
- b. The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of title to the real estate designated to receive service. ([Texas Water Code Sections 67.016 \(d\)](#), and [13.002 \(11\)](#) See also [Uniform Partition of Heirs Property Act, Property Code Chapter 23A](#)).
- c. On the request by the property owner or owner'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 individual meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of master meters. The Corporation shall be entitled to the payment of costs, including the costs of master meter installations, as provided in [Section G](#). The cost of master 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 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.
- d. 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. ([16 TAC 24.153 \(a\)\(1\)](#)).
- e. 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 the easement(s) 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 or easements for the Corporation's system-wide service. (See [Miscellaneous Transaction Forms](#).)

- f. The Corporation shall post on its website or provide to each service applicant or transferee a copy of the Disclosure of Personal Information Request Form. See [Section J](#), Miscellaneous Transaction Forms. See also, [Texas Utilities Code Section 182.052\(c\)](#).

Note to utilities: if the form is posted on the website, the utility must provide customers with a way to return the form either by mail or electronically.

SECTION F. DEVELOPER, SUBDIVISION AND NONSTANDARD SERVICE REQUIREMENTS

Part I. General Requirements. This section details the requirements for all types of nonstandard service requests.

1. **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 Nonstandard Service are determined, including the Nonstandard 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 Nonstandard 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 forth the terms and conditions pursuant to which Nonstandard Service will be furnished to the property. In most cases, the Applicant shall be the owner of real property for which Nonstandard 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 Nonstandard Service on behalf of such owner, or that it otherwise has authority to request Nonstandard Service for the real property.

2. **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 nonstandard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 3/4" diameter and service lines exceeding 200 feet. Nonresidential or residential service applications requiring a larger sized meter typically will be considered nonstandard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Nonstandard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation or their designee 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 Nonstandard Service Requests. The specific terms and conditions pursuant to which the Corporation will provide nonstandard 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.

3. **Nonstandard Service Application.** The Applicant shall meet the following requirements prior to the initiation of a Nonstandard Service Contract by the Corporation:

- a. The Applicant shall provide the Corporation a completed Nonstandard Service Application (See [Section I](#), this Tariff). The Applicant shall specify any Special Service Needs, such as large meter size, size of subdivision or multi-use facility.
- b. A final plat (See [Section C](#).) 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 influences, 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.

NOTE: It is the responsibility of the Applicant to secure all necessary approvals of the subdivision once an Agreement is in place between the Corporation and the Applicant.

- c. A Nonstandard 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 upon the Corporation's request all additional expenses that have been or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the Application 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 (CCN), service may be extended provided that:
 - 1) The service location is not in an area receiving similar service from another retail Corporation;
 - 2) The service location is not within another retail Corporation's CCN; and
 - 3) The Corporation's CCN shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's CCN, 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 administrative, legal, surveying and engineering fees incurred by Corporation in securing the amendment).

4. **Design.** The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Nonstandard Service Contract in accordance with the following schedule:
 - a. The Corporation's 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 Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.
 - b. The engineer's fees shall be paid out of the Nonstandard Service Investigation Fee under [Section F. 3.](#)
 - c. The 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 that all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted in the 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 that which is reasonably allocable to the level and manner of service requested by the Applicant.
 - e. The Corporation's engineer will determine the fire flow design for any nonstandard service request, including new subdivisions, based on density, type of structure, and other factors.
5. **Nonstandard Service Contract.** Applicants requesting Nonstandard Service **may** be required to execute a written contract, drawn up by the Corporation's Attorney (see example [Section I. Sample Forms](#)), in addition to submitting the Corporation's Nonstandard Service Application. 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. Terms by which service capacity shall be reserved for the Applicant and duration of reserved service with respect to the demand which the level and manner of the service will have upon the Corporation's system facilities.
 - d. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.

- e. 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 Contract;
 - (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.

- f. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project.

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

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

6. *Construction of Facilities by Applicant Prior to Execution of Service Contract.* The Corporation and the Applicant must execute a Nonstandard Service Contract prior to the purchase of supplies and materials or 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, in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively, the Corporation may 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. At a minimum, the Corporation will 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, and take any other lawful action determined appropriate by the Board of Directors of the Corporation.

7. *Dedication of Water System Extension/Improvements to Corporation.*

- a. Upon proper completion of construction of all on-site and off-site service facilities (the "Facilities") to meet the level and manner of service requested by the Applicant, the Facilities shall become the property of the WSC. The Facilities shall thereafter be owned and maintained by WSC subject to the warranties required of Applicant under Subsection b. Any connection of individual customers to the Facilities shall be made by the WSC.

- b. Upon transfer of ownership of the Facilities, Applicant shall warrant materials and performance of the Facilities constructed by Applicant for 3 months following the date of the transfer.

8. *Property and Right-of-Way Acquisition.* Regarding construction of facilities, the Corporation shall require private right-of-way easements or purchase of 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 else title to facility sites on 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 Sample Application Packet [RUS Form 442-8](#) or [442-9](#) (Rev. 6-06))
- b. All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, such as road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including administrative, 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 easement 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 and off-site facilities.
- d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's requirements at the expense of the Applicant.

9. *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 (as per Engineer's determination), 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 qualified bidder in accordance with the following criteria:

- a. The Applicant shall execute the Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
- b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;
- c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;
- d. The Contractor shall supply favorable references acceptable to the Corporation;

- e. The Contractor shall qualify with the Corporation as competent to complete the work (including but not limited to current water/sewer license, OSHA competent person training, and other licenses/certificates as required to complete the project); and
- f. The Contractor shall provide adequate certificates of insurance as required by the Corporation.

10. 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 Nonstandard Service Contract.

11. 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, approved road sleeves/casings 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 issue change-orders of 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.

PART II. Request for Service to Subdivided Property

This section contains additional requirements for applicants that are developers as defined in Section C Definitions.

1. Sufficient Information. Applicants shall provide the corporation sufficient information describing the level and manner of service requested and the timeline for initiation of this service. The following is the minimum information needed for an engineering evaluation of the requested service to the property described in the application.

- a. Completion of requirements described in [Section F. Part I.](#), including completing the Nonstandard Service Application.
- b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
- c. Applicant shall be notified in writing by the Corporation or designated representative the timeframe within which the requested service can be provided and the costs for which the

applicant will be responsible, in accordance with the details described on the Applicant's request for service.

2. ***Service within Subdivisions*** – The Corporation's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the nonstandard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for nonstandard 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 or homes within such subdivision before the Corporation is obligated to provide water/sewer service ([Texas Water Code Section 13.2502](#)). In addition, Corporation may elect to pursue any remedies provided by the Nonstandard Service Contract if one has been executed. Applicant is advised that purchasers of lots also may have legal recourse against the Applicant under Texas law, including but not limited to [Texas Water Code Section 13.257](#), and the [Texas Business and Commerce Code Chapter 17, Subchapter E Deceptive Trade Practices & Consumer Protection Act](#).

a) The Applicant must provide the following in addition to all other information otherwise required by this Section:

- (1) Map and legal description of the area to be served using map criteria in [16 TAC 24.233\(a\) \(2\) \(A-G\)](#).
- (2) Time frame for:
 - (a) Initiation of service
 - (b) Service to each additional or projected phase following the initial service
- (3) Detailed description of the nature and scope of the project/development for:
 - (a) Initial needs
 - (b) Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase
- (4) Flow and pressure for anticipated level of fire protection requested, including line size and capacity.
- (5) Specific infrastructure needs for anticipated level of fire protection requested, including line size and capacity.
- (6) Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
- (7) Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.

Applicant must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant can be provided within the time frame specified by the Applicant and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant proposes development in phases, the Applicant should specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant must depict the currently estimated location of each phase on the maps required under [16 TAC Section 24.233\(a\)\(2\)\(A-G\)](#). It is important that the Applicant's written request be complete. A complete service application by the Applicant should include:

- The proposed improvements to be constructed by the Applicant;
- A map or plat signed and sealed by a licensed surveyor or registered professional engineer;
- The intended land use of the development, including detailed information concerning the types of land uses proposed;
- The projected water and/or sewer demand of the development when fully built out and occupied, the anticipated water/sewer demands for each type of land use, and a projected schedule of build-out;
- A schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.

Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the Corporation that he/she may request expedited decertification from the PUC.

Upon payment of the required fees, the Corporation shall review Applicant's service request. If no additional information is required from Applicant, the Corporation will prepare a written report on Applicant's service request, subject to any final approval by the Corporation's governing body (if applicable) which must be completed within the 90 days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).

In the event the Corporation's initial review of the Applicant's service shows that additional information is needed, the Corporation will notify Applicant of the need for such additional

information. Notice of the need for additional information will be made in writing within 30 days of the date the Corporation receives the Applicant payment of the required fees. Applicant shall respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's written request. The Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within 90 days from the date of the **initial** written application and payment of all required fees.

By mutual written agreement, the Corporation and the Applicant may extend the time for review beyond the 90 days provided for expedited petitions to the PUC.

3. ***Final approval.*** Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a nonstandard service contract will be executed, and the Corporation shall provide service according to the conditions contained in the Nonstandard Service Contract.

SECTION G. RATES AND SERVICE FEES

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

1. ***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.
2. ***Assessments.*** If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water or wastewater charges to be insufficient for the payment of all costs incident to the operation of the Corporation’s system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment on indebtedness for the year’s operations. (See [Article XVIII of USDA Model Bylaws, Section 1 Rev. 12-2011](#) or your Corporations bylaws or other governing documents)
3. ***Customer History Report Fee.*** A fee of \$2.00 shall be charged to provide a copy of the Member’s record of past account information in response to a Member’s request for such a record.
4. ***Customer Service Inspection Fee.*** A fee of \$125.00 will be assessed each Applicant before permanent continuous service is provided to new construction.
5. ***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 E. 28.](#); [Section F. 8. b.](#))
6. ***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 and tenant if an Alternate Billing Agreement is in place. 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.

7. **Equity Buy-In Fee.** In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation’s assets related to capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per-service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production. The formula applied to such fee calculated annually after receipt of the system audit is as follows:

2022 Calculation:

Total Contributions and Assets of the Corporation minus (-)	\$ 1029849
Accumulated Depreciation minus (-)	\$ 312128
Outstanding Corporation Debt Principle minus (-)	\$ 627000
Developer Contributions minus (-)	\$ 0
Grants received divided by	\$ 0
Total Number of Members / Customers equals = Average Net Equity Buy-In Fee	
	(\$90721/89=\$1019.34)

Total Net Equity Buy In Fee \$ 1000.00

Note: The Water Fee for oversized or Master Metered Accounts shall be based on the multiples of meter size equivalences. (See Chart in Subsection 16 below.)

8. **Franchise Fee Assessment.** A fee of N/A% of the amount billed for water service will be assessed each customer whose meter is located inside the corporate limits of the City of Bluff Dale, Texas, as required by the City’s ordinance requiring a franchise fee.
9. **Groundwater District Production Fee.** A fee of N/A per thousand gallons of water used by each Member. This fee is collected to pay a portion of the annual fee charged to the Corporation by Middle Trinity Groundwater Conservation District based on the amount of water pumped from the Corporation’s wells located within the boundaries of the District.
10. **Information Copy Fee.** A fee for the copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the [Texas Government Code Section 552.261](#) et. seq.
11. **Installation Fee.** The Corporation shall charge an installation fee for service as follows:
- a. **Standard Service** shall include all:
 - 1) Tap fee – all current labor and materials necessary to provide individual metered water.
 - 2) Engineering fee.
 - 3) Legal fee.

- 4) Customer service inspection fee.
- 5) Administrative costs.
- 6) Any additional site-specific equipment or appurtenances necessary to provide water service.

Standard service fees shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed. All the above charges will be calculated at the standard fee at the time of service.

b. Nonstandard Service shall include:

- 1) Facility improvement costs including, but not limited to, tanks, piping, main lines, hydrants, and other labor materials necessary to provide service at the level required by Water Code and as requested by the applicant;
- 2) line and facility inspection fees;
- 3) administrative costs including, but not limited to, contract administration costs, processing invoices, disbursement of checks to contractors;
- 4) legal fees, including but not limited to, contract development, easements, water rights, permits, and CCN amendments for the area;
- 5) engineering fees; and
- 6) any additional site-specific equipment or appurtenances necessary to provide water or wastewater service as determined by the Corporation under the terms of Section F. of this Tariff (includes tap fees).

c. Standard and Nonstandard Service Installations shall include all costs of any pipeline relocations as per [Section E. 29. e.](#) of this Tariff.

- 12. Late Payment Fee.** Once per billing period, a penalty of 10%, 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 period but shall be applied to any unpaid balance during the current billing period.

NOTE: The Corporation cannot charge political subdivisions and state agencies the late payment fee. ([Texas Government Code Chapter 2251.021](#) and [Section E. 13.](#))

- 13. Line Extension Reimbursement Fee.** – An approved Applicant may have to pay, on a prorated basis, a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other entity that made the initial capital outlay to extend service to that area.

- 14. 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. The membership fee cannot be more than 12 times the minimum monthly base rate.

- a. The Membership Fee for water service is \$250.00 for each service unit.
- b. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence. (See Chart in Subsection 16 below.)

15. Meter Tampering and Damage to Property Penalty. In addition to the Equipment Damage Fee, the Corporation may charge a penalty for “Tampering” as defined in [Section E. 22](#). The penalty may only be assessed against the person who committed the Tampering. The penalty cannot be assessed against the Member for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.

16. Monthly Charges.

a. Base Rate

1) Water Service - The monthly charge for standard metered water service is for a 5/8" X 3/4" meter. The 5/8" X 3/4" meter charge is used as a base multiplier for larger nonstandard meters in accordance with the following chart based on American Water Works Association maximum continuous flow specifications:

Meter Size	5/8" x 3/4" Meter Equivalent	Monthly Rate
5/8" x 3/4"	1.0	\$ 56.55
3/4"	1.5	\$ 84.82
1"	2.5	\$ 141.37
1 1/2"	5.0	\$ 282.75
2"	8.0	\$ 452.40

b. **Gallonge Charge** - In addition to the Base Rate, a gallonge charge shall be added at the following rates for usage during any one (1) billing period.

1) Water:

- \$ 6.25 per 1,000 gallons for 0 to 2,000 gallons
- \$ 6.75 per 1,000 gallons for 2,001 gallons to 4,000 gallons
- \$ 7.25 per 1,000 gallons for 4,001 gallons to 6,000 gallons
- \$ 7.75 per 1,000 gallons for 6,001 gallons and over.

2) The Corporation shall, as required by [Texas Water Code Section 5.701](#), 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. 16](#). Monthly Charges of this Tariff. [30 TAC 291.76\(d\)](#)

17. Mortgage/Guarantor Notification Fee. The Corporation shall assess a fee of \$20.00 for each notification to a Membership lien-holder under agreement prior to Membership cancellation. (See [Miscellaneous Transaction Forms](#).)

18. Meter Test Fee. The Corporation shall test a Member’s meter upon written request of the Member. (See Meter Test Authorization and Test Report Form in Section J) Under the terms of [Section E](#). of this Tariff, a charge of \$50.00 shall be imposed on the affected account.

19. Other Fees. All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a Member, or the general public shall be charged to the recipient based on the cost of providing such service.

- 20. Owner Notification Fee.** The Corporation shall assess a fee of \$5.00 per notification to a Member of a renter/lessee delinquent account status prior to disconnection of service. (See [Miscellaneous Transaction Forms](#).)
- 21. Reconnect Fee.** The Corporation shall charge a fee of \$25.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under [Section E. 1. b.](#) Re-Service.
- 22. Regulatory Assessment.** A fee of 0.005% of the amount billed for water 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 Sept. 2017; [TCEQ Section 291.76 \(c\)](#))
- 23. 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 nonnegotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$35.00. (See [Miscellaneous Transaction Forms](#))
- 24. Service Investigation Fee.** The Corporation shall conduct a service investigation for each service application submitted to the Corporation. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Nonstandard. An investigation shall then be conducted, and the results reported under the following terms:
- a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
 - b. All Nonstandard 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 Nonstandard Service Contract to the Applicant; and
 - (5) to provide other services as required by the Corporation for such investigation. A Nonstandard 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.5.](#))
- 25. Service Trip Fee.** The Corporation shall charge a trip fee of \$25.00 for any service call or trip

to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service; or for the purpose of disconnecting or collecting payment for services. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation shall charge \$60.00 per BDWSC contractor per hour for each additional hour required.

26. *Transfer Fee.* A Fee of \$50.00 shall be assessed for the transfer of any membership.

SECTION H.
DROUGHT CONTINGENCY AND EMERGENCY
WATER DEMAND MANAGEMENT PLAN



BDWSC

**Drought Contingency Plan
for a Retail Public Water Supplier**

Texas Commission on Environmental Quality

Bluff Dale Water Supply Corporation (BDWSC)
639 FM 2481, Box 232, Bluff Dale, Texas 76433
12930 (CCN#)
720036 (PWS#s)

Approved on April 11, 2009
Amended September 22, 2020
Amended August 19, 2022

Section I: Declaration of Policy, Purpose, and Intent

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

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

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

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the BDWSC by means of a public meeting held Saturday, April 11, 2009 at the Bluff Dale Fire Department community room. It was amended on September 22, 2020. It was further amended at a public meeting August 19, 2022.

Section III: Public Education

The BDWSC will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of a sign posted at the Bluff Dale convenience store, US Post Office, texts, or mail-outs with the monthly billing, BDWSC Website, and the Bluff Dale Village marquee.

Section IV: Coordination with Regional Water Planning Groups

The service area of the BDWSC is located within the Middle Trinity Groundwater Conservation District, Lower Colorado Regional Water Planning Group, and BDWSC has a copy of this Plan on file with the BDWSC Secretary.

Section V: Authorization

The BDWSC Board is hereby authorized and directed to implement the applicable provisions of this Plan upon determination from the Drought Management Committee that such implementation is necessary to protect public health, safety, and welfare. The BDWSC Board shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan upon recommendation of the Drought Management Committee.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the BDWSC. The terms person and customer as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

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

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

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments and schools.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the

recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by BDWSC.

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

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

Non-essential water use: water uses that are neither essential nor required for the protection of public, health, safety, and welfare, including:

(a) irrigation of landscape areas, including parks, and athletic fields, except otherwise provided under this Plan;

(b) use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle;

(c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(d) use of water to wash down buildings or structures for purposes other than immediate fire protection;

(e) flushing gutters or permitting water to run or accumulate in any gutter or street;

(f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

(g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

(h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(i) use of water from hydrants for construction purposes or any other purposes other than fire fighting.

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

The Drought Committee Chair shall monitor water supply and/or demand conditions on a weekly basis and shall inform the board when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified triggers are reached. Additionally, the Drought Committee Chair shall monitor the U.S. Drought Monitor and will notify the board when conditions warrant a declaration for stages in the drought plan in needed.

The triggering criteria described below are based on known system capacity limits.

Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for initiation

Customers may be requested to voluntarily conserve water and adhere to the prescribed restrictions

on certain water uses, defined in Section VII Definitions, when the specific capacity of the BDWSC well usage has increased 30% from expected or normal usage or when the U.S. Drought monitor indicates D1 Moderate drought.

Requirements for termination

Stage 1 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 3 consecutive weeks.

Stage 2 Triggers -- MODERATE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when the specific capacity of the BDWSC well usage has increased 40% of normal or expected usage or when the U.S. Drought monitor indicates D2 Severe drought.

Requirements for termination

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

Stage 3 Triggers – CRITICAL Water Shortage Conditions/Water Allocation

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when 1) the specific capacity of the BDWSC well usage has increased 50% of normal or expected usage, 2) during major water line breaks, or 3) pump or system failures occur, which cause unprecedented loss of capability to provide water service, or 4) natural or man-made contamination of the water supply source(s), 5) when the U.S. Drought monitor indicates D3 or D4.

Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan when Stage 3 is implemented.

Requirements for termination

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

Section IX: Drought Response Stages

The BDWSC Drought Management Committee shall monitor water supply and/or demand conditions on a weekly basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, or critical condition exists and shall implement the following notification procedures. The Committee Chair shall monitor the U. S. Drought monitor for delineation of drought conditions.

Notification

Notification of the Public:

The BDWSC President or his/ her designee shall notify the public by means of one or more of the following:

- Sign(s) posted in public place
- Bluff Dale Village sign marquee
- Texts
- Notice on water bill/mail out
- BDWSC Website

Additional Notification:

The BDWSC Drought Committee Chairperson shall notify directly, or cause to be notified directly, the following individuals and entities:

TCEQ (required when mandatory restrictions are imposed)

Stage 1 Response -- MILD Water Shortage Conditions

Target: Achieve a voluntary 25 percent reduction in total water use.

Best Management Practices for Supply Management:

Additional measures to be implemented directly by BDWSC to manage limited water supply include reduced or discontinued flushing of water mains.

Voluntary Water Use Restrictions for Reducing Demand:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Monday, Wednesday, and Friday between the hours of midnight to 10:00am and 8:00pm to midnight. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) All operations of the BDWSC shall adhere to water use restrictions prescribed for Stage 1 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

2 Response -- MODERATE Water Shortage Conditions

Target: Achieve a 50 percent reduction in total water use.

Best Management Practices for Supply Management:

Additional measures to be implemented directly by BDWSC to manage limited water supply include reduced or discontinued flushing of water mains.

Water Use Restrictions for Demand Reduction:

- (a) Water customers are required to voluntarily limit the irrigation of landscaped areas to Monday, Wednesday, and Friday between the hours of 12:00 midnight to 10:00am and 8:00pm to midnight. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight to 10:00 a.m. and between 8:00 p.m. to 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight to 10:00 a.m. and between 8 p.m. to 12:00 midnight.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the BDWSC.
- (f) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (g) The following uses of water are defined as non-essential and are prohibited:

1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
2. use of water to wash down buildings or structures for purposes other than immediate fire protection.
3. use of water for dust control;
4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response -- Critical Water Shortage Conditions/Water Allocation

Target: Achieve a 75 percent reduction in total water use.

Best Management Practices for Supply Management:

Additional measures to be implemented directly by BDWSC to manage limited water supply include reduced or discontinued flushing of water mains.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 2 shall remain in effect during Stage 3 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited.
- (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (d) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage shall be in effect.

In the event that water shortage conditions threaten public health, safety, and welfare, the BDWSC Board is hereby authorized to allocate water according to the following water allocation plan:

Single-Family Residential Customers

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

Persons per Household	Gallons per Month
1 or 2	1,300
3 or 4	2,500
5 or more	3,750

Household means the residential premises served by the customer’s meter. Persons per household include only those persons currently physically residing at the premises and expected to reside there for the entire billing period

Residential water customers shall pay the following surcharges:

\$35 for each 500 gallons over allocation. Surcharges shall be cumulative.

Commercial Customers

The allocation to commercial water customers shall be 75% of the customer’s average monthly usage. Commercial water customers shall pay the following surcharges:

\$35 for each 500 gallons over allocation. Surcharges shall be cumulative.

Section X: Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from the BDWSC in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the BDWSC Board, in accordance with provisions of this Plan.
- (b) For any customer who violates this Plan the BDWSC may install a flow restricting device in the line to limit the amount of water which will pass through the meter in a 24-hour period. The BDWSC may charge the customer for installation and removal of the device, not to exceed \$50.00.
- (c) Any person who violates this Plan will have service discontinued to their premises if fines/surcharges are not paid. Services disconnected under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$25.00, and any other costs incurred by the BDWSC in discontinuing service. In addition, suitable assurance must be given to the BDWSC that the same action shall not be repeated while the Plan is in effect.
- (d) Any person classified as a water customer of the BDWSC in apparent control of the property where a violation occurs or originates shall be presumed to be the violator.

Section XI:

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.

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 Plan 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.

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. The Committee will review the procedures in this plan annually or more frequently. Modifications may

be required to accommodate system growth, changes in water use demand, available water supply and/or other circumstances.

This plan was adopted by the Board at a properly noticed meeting held August 19, 2022.

Corporation Official _____

Title: President, Dennis McNaughten, Bluff Dale Water Supply Corporation



BDWSC

Bluff Dale Water Supply Corporation Board

Dennis McNaughten	President
Frank Maddy	Vice-President
Deborah Morris	Secretary/Treasurer
LaNell McNaughten	Board Member
Richard Skinner	Board Member
Lou Stone	Board Member

NOTE: PENALTY * – A WSC is allowed to charge a reasonable penalty to customers that fail to comply with the water use restriction procedures in accordance with [16 TAC 24.101 \(i\)](#) and [Texas Water Code 67.011\(b\)](#) if:

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

SECTION I:
APPLICATION PACKET

CORPORATION USE ONLY	
Date Approved:	_____
Service Classification:	_____
Cost:	_____
Work Order Number:	_____
Eng. Update:	_____
Account Number:	_____
Service Inspection Date:	_____

BLUFF DALE WATER SUPPLY CORPORATION
SERVICE APPLICATION AND AGREEMENT

Please Print: DATE _____

APPLICANT'S NAME _____

CO APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: _____ FUTURE BILLING ADDRESS: _____

PHONE NUMBER Home (_____) _____ - _____ Work (_____) _____ - _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

PROPERTY SIZE/ACREAGE _____ SQUARE FOOTAGE OF RESIDENCE/STRUCTURE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

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.	
Ethnicity: <input type="checkbox"/> Hispanic or Latino	Race: <input type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian/Alaska Native
<input type="checkbox"/> Not of Hispanic or Latino	<input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Other Pacific Islander
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

AGREEMENT made this _____ day of _____, _____,

between BLUFF DALE WATER SUPPLY CORPORATION, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and

_____ (hereinafter called the Applicant and/or Member),

Witnesseth: _____

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein. The Applicant may request a copy of the Corporation's tariff. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time, service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement and the member/applicant has complied with all terms and conditions that caused the service discontinuance/termination.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing.
 - 1) a new water system or
 - 2) expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal [Safe Drinking Water Act](#) or [Chapter 341 of the Texas Health & Safety Code](#) or and the corporation's tariff and service policies.

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

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

- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of any public water supply.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all 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.

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 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.

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system-wide service for existing or future members.

1. CUSTOMER SERVICE INSPECTION AGREEMENT

A customer service inspection agreement is an examination of the private water distribution facility for the purpose of providing or denying water service. The inspection is limited to the identification and prevention of cross-connections, potential contaminant hazards, and illegal lead materials. Customer service inspections are completed before providing continuous water service to new construction, on any existing service where there is reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to private water distribution facilities. Reference: TCEQ Title 30 Texas Administration Code (TAC) Chapter 30 Subchapter C, Reference: 30 TAC Chapter 290.

A. Bluff Dale Water Supply Corporation (hereafter known as BDWSC) is responsible by law for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this Customer Service Inspection Agreement page ("*the agreement*") is to notify each customer of the restrictions which are in place to provide this protection. BDWSC enforces these restrictions to ensure public health and welfare. Each retail connection must sign this agreement before BDWSC will begin service on new accounts and must be signed by all existing members. In addition, when service to an existing connection has been transferred, suspended, or terminated, BDWSC will not re-establish service unless it has a signed copy of this agreement. All new construction, or remodeling of any dwelling on the BDWSC system is required to have a Customer Service Inspection (CSI) performed by a approved TCEQ licensed CSI inspector.

B. Bluff Dale Water Corporation shall notify the customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or periodic re-inspection.

C. The customer shall immediately remove or adequately isolate any potential cross-connection or contamination hazards on his/her premises.

D. The customer shall at his/her expense properly, install, test, and maintain any backflow prevention device required by BDWSC. Copies of testing and maintenance records shall be provided to BDWSC.

E. Bluff Dale Water Supply Corp will pay any fees for a required CSI inspection; however the customer will be billed for the inspection fee or any additional expenses the CSI inspector charges BDWSC. The customer may hire his own licensed CSI inspector but must submit required testing and maintenance records to BDWSC within 10 days of inspection and within 10 days of completion of new construction, remodel, or any notification from BDWSC that a CSI inspection is required. CSI inspectors must be TCEQ approved inspectors.

F. The customer shall at his/her expense, install the necessary plumbing appurtenance to allow for thermal expansion relief if protective measures do not already exist on the private plumbing system. Please note that once a backflow prevention assembly is installed on the main water supply of your home or business, water will be unable to flow back into the public water pipes. The backflow preventer

creates an isolated or closed plumbing system. For some homeowners, thermal expansion could produce leaky faucets or set off the relief valve on hot water heaters. Before the backflow protection device was in place, your hot water heater warmed the water causing it to expand. As the water warmed, thermal expansion pushed it back into the public water system, another example of backflow.

If your plumbing system is faulty, it could fail once the system is closed. Although most customers will never experience these problems, we strongly encourage you to make sure your plumbing systems are up to current building code standards. You should consult a licensed plumber of a thermal expansion tank if you have a hot water heater.

2. BACKFLOW PREVENTION ASSEMBLY TESTING

Backflow occurs when water flows opposite its intended direction, either from a loss of pressure in the supply lines or an increase in pressure on the customer's side (in either of these situations, if any affected customer's pipes include a cross connection, contaminants could be drawn through the cross connection into that customer's pipes –and, if the backflow continues, perhaps even into the water mains.)

A. Backflow into a potable-water system can be prevented by using a backflow-prevention assembly, or an air gap, which is a physical separation between the water supply and a potential source of pollution. Licensed professionals as well as BDWSC are responsible for determining the type of backflow-prevention assembly required, based on the degree of hazard.

B. Common cross-connections requiring a backflow device are garden hoses, private wells, lawn sprinkler systems, beauty salon wash basins, fountain drinking machines, as well as many others.

C. Bluff Dale Water Supply Corporation will require BPAT inspections on any home or business where there is a suspected or possibility of cross connection. The customer is required to pay at his/her expense any inspection fee or additional expense to remedy any threat of backflow or cross connection. Testing and maintenance reports are required to be given to BDWSC within 10 days of inspection. This applies to existing customers who BDWSC feels may pose a possible contamination threat or hazard.

3. ENFORCEMENT

A. If the customer fails to comply with the terms of this agreement, Bluff Dale Water Supply Corporation shall at its option:

1. Terminate Service, Or

2. Properly install, test, and maintain an appropriate backflow prevention device at the customer's service connection. Any expense associated with the enforcement of this agreement shall be billed to the customer.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said

Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that noncompliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Witnesseth

Applicant Member

APPROVED AND ACCEPTED:

Bluff Dale Water Supply Corporation

Official Representative

Date Approved

**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 **Bluff Dale Water Supply Corporation, (BDWSC)** (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 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 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 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 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:

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

**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 **Bluff Dale Water Supply Corporation, (BDWSC)**, (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

**BLUFF DALE WATER SUPPLY CORPORATION
NONSTANDARD SERVICE APPLICATION**

Please Print or Type Clearly

Applicant's Name/Company

Address/City/State/ZIP:

Phone number (____) _____ - _____ FAX (____) _____ - _____

E-mail

Please attach a legal description of the proposed development as listed in the deed records as a filed plat or parcel of land where other types of nonstandard water/sewer service is requested. Plat requirements include the name of subdivision, owner/developer's name, lot sizes and lot lines, lot numbers, right of way dimensions and dedicated utility easements, legal description, highway and county road numbers, total acreage, adjoining property owners, flood plain, and vicinity map. Instrument must show proof of ownership; preliminary plats are acceptable for discussion purposes but an "approved plat" must be provided before contract closing.

Check type of service application or development:

- | | | | | |
|--|---|--|---------------------------------------|---------------------------------|
| <input type="checkbox"/> Residential Subdivision | <input type="checkbox"/> Multi-family | <input type="checkbox"/> Mobile Home Park | <input type="checkbox"/> Trailer Park | <input type="checkbox"/> School |
| <input type="checkbox"/> Line Extension | <input type="checkbox"/> Commercial/Industrial Park | <input type="checkbox"/> Large Meter (>1") | | |
| <input type="checkbox"/> Multi-use Facility | <input type="checkbox"/> Other | | | |

Please list all water demand criteria for each meter or meter equivalent, or attach any engineering studies completed for the proposed service:

Maximum number of proposed lots: _____ Range of standard lot sizes: _____

Acreage(s) _____

Please describe in detail the nature and scope of the project/development.

Initial needs

Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase.

Please list any additional special service needs not listed above.

Please provide the flow, pressure and infrastructure needs for anticipated level of fire protection requested or required by ordinance, including line sizes and capacity.

Please provide the timeline for initiation of this service, and for service to each additional or projected phase following initial service, including a schedule of events leading up to the anticipated date of service. Specify this for all additional or projected phases.

Please describe how the utility may access the property during evaluation of application.

Please attach the following information, as applicable:

- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- If applying for a single tap that requires a line extension, road bore, or upsizing of facilities, maps or plans detailing the location of the requested service installation and/or extension and details of demand requirements.

Required Fees

Applicant is required to pay a Nonstandard Service Investigation Fee which will be at the standard rate at the time of service, to the Corporation in accordance with [Section G](#) of the Corporation's tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation will 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 the Investigation Fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant agrees to pay all additional expenses that have been or will be incurred by the Corporation and Corporation will have no obligation to complete processing of the Applications until all remaining expenses have been paid.

Corporation's response to service request

The Corporation will prepare a written response to Applicant's service request within 90 days from the date the application was submitted, and the required fees were paid. The Corporation's response will state the timeframe within which the requested service can be provided, and the costs for which the Applicant will be responsible, which may include capital improvements, easements or land acquisition costs, and professional fees.

Applicant has received and reviewed [Section F](#) of the Corporation's tariff and agrees to comply with all the requirements contained therein.

Under penalties of perjury, I declare that I have reviewed the information presented in this Application, including accompanying documents, and to the best of my knowledge and belief, the information is true, correct and complete.

Print Applicant/Name of Company

Signature of Authorized Representative

Date

For Corporation Use Only
_____ Date application received
_____ Amount Fees Paid / Date Paid
_____ Signature WSC staff member

**BLUFF DALE WATER SUPPLY CORPORATION
NONSTANDARD SERVICE CONTRACT**

THE STATE OF TEXAS
COUNTY OF _____

THIS CONTRACT is made and entered into by and between _____, hereinafter referred to as “Applicant”, and Bluff Dale Water Supply Corporation, hereinafter referred to as “BDWSC” or “Corporation”.

WHEREAS, Applicant is engaged in developing that certain _____ acres of land in _____, County, Texas, more particularly known as the _____ subdivision, according to the plat thereof recorded at Vol. _____, Page _____ of the Plat Records of County, Texas, said land being hereinafter referred to as “the Property”; and,

WHEREAS, BDWSC 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, Applicant has requested WSC to provide such water service to the Property through an extension of BDWSC’s water system, which includes all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant, 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, Applicant and WSC agree and contract as follows:

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

- (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the BDWSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by BDWSC’s consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the BDWSC’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 sized to provide continuous and adequate water service to the Property based on plans for the development as provided to BDWSC by the Applicant. BDWSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the BDWSC, subject to the obligation to reimburse the Applicant for any such oversizing as provided below.

2. **Required Sites, Easements or Rights-of-Way.**
 - (a) Applicant shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.
 - (b) Any easements acquired by the Applicant shall be in a form approved by the BDWSC (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to BDWSC upon proper completion of the construction of the Water System Extension.
 - (c) The validity of the legal instruments by which the Applicant acquires any such easements and by which Applicant assigns such easements to WSC must be approved by BDWSC's attorney.
3. **Construction of the Water System Extension**
 - (a) The Corporation's consulting engineer advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the BDWSC. BDWSC may reject any bid.
 - (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. WSC shall have the right to inspect all phases of the construction of the Water System Extension. Applicant must give written notice to BDWSC of the date on which construction is scheduled to begin so that BDWSC may assign an inspector. WSC may charge reasonable inspection 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 WSC.**
 - (a) Upon proper completion of construction of the Water System Extension and final inspection thereof by BDWSC, the Water System Extension shall become the property of the BDWSC. The Water System Extension shall thereafter be owned and maintained by BDWSC subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Water System Extension shall be made by the BDWSC.
 - (b) Upon transfer of ownership of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for ____ months following the date of the transfer.
5. **Cost of the Water System Extension.**
 - (a) Applicant shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
 - (1) Engineering and design;

- (2) easement or right -of-way acquisition;
- (3) construction;
- (4) inspection;
- (5) attorneys' fees; and
- (6) governmental or regulatory approvals required to lawfully provide service.
- (7) Applicant shall indemnify BDWSC and hold BDWSC harmless from all of the foregoing costs.

(b) Provided, however, nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by BDWSC.

(c) If BDWSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of BDWSC, BDWSC shall reimburse Applicant for the additional costs of construction attributable to the oversizing, as determined by the WSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to BDWSC.

6. **Service from the Water System Extension.**

(a) After proper completion and dedication of the Water System Extension to BDWSC, BDWSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of BDWSC and the payment of the following:

(1) All standard rates, fees and charges as reflected in BDWSC's approved tariff;

(2) Any applicable Equity Buy-In fee adopted by BDWSC;

(b) It is understood and agreed by the parties that the obligation of BDWSC to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality or Public Utility Commission and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.

(c) Unless the prior approval of BDWSC is obtained, the Applicant 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.

7. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, 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, orders 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.

8. **Notices.**

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected 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 BDWSC shall be addressed:

Bluff Dale Water Supply Corporation

PO Box 232

Bluff Dale, Texas 76433

Any notice mailed to Applicant shall be addressed:

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

9. **Breach of Contract and Remedies.**

- (a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- (b) In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.
- (c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Contract.

10. **Third Parties.**

It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.

11. **Captions.**

Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.

12. **Context.**

Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

13. **Mediation. [Optional]**

Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.

14. **Litigation Expenses.**

Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

15. **Intent.**
The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.
16. **Multiple Originals.**
This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.
17. **Authority.**
The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.
18. **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.
19. **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.
20. **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 WSC and the Applicant, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.
21. **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 _____ County, Texas.
22. **Venue.**
Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in _____ County, Texas.

23. **Successors and Assigns.**

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

24. **Assignability.**

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

25. **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.

Bluff Dale Water Supply Corporation

APPLICANT _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____