



Tariff for
Benton City
Water Supply Corporation
2024

Benton City Water Supply Corp
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Table of Contents

Section A. Resolutions	<u>6</u>
Section B. Statements.....	<u>9</u>
Section C. Definitions.....	<u>12</u>
Section D. Geographic Area Served	<u>16</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>26</u>
18. Members and Renters.....	<u>27</u>
19. Membership.....	<u>27</u>
20. Member’s Responsibility	<u>30</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. Requirements for Mandatory Sewer Connection	<u>34</u>
26. Service Entitlement.	<u>34</u>
27. Service Location and Classification	<u>34</u>
28. 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>38</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>40</u>
9. Bids for Construction.	<u>41</u>
10. Pre-Payment for Construction and Service.	<u>41</u>
11. Construction.	<u>41</u>

Part II Request For Service To Subdivided Property **42**

1. Sufficient Information **42**

2. Service within Subdivisions **42**

3. Final Approval **44**

Section G. Rates And Service Fees **45**

1. Additional Assessments **45**

2. Assessments **45**

3. Customer History Report Fee **45**

4. Customer Service Inspection Fee **45**

5. Easement Fee **45**

6. Equipment Damage Fee **45**

7. Equity Buy-In Fee **46**

8. Franchise Fee Assessment **46**

9. Groundwater District Production Fee **46**

10. Information Copy Fee **46**

11. Installation Fee **46**

12. Late Payment Fee **47**

13. Line Extension Reimbursement Fee **47**

14. Membership Fee **47**

15. Meter Tampering and Damage to Property Penalty **47**

16. Monthly Charges **48**

17. Mortgagee/Guarantor Notification Fee **49**

18. Meter Test Fee **49**

19. Other Fees **49**

20. Owner Notification Fee **49**

21. Reconnect Fee **49**

22. Regulatory Assessment **49**

23. Returned Check Fee **49**

24. Seasonal Reconnect Fee **49**

25. Service Investigation Fee **49**

26. Service Trip Fee **50**

27. Transfer Fee **50**

Section H. Drought Contingency And Emergency Water Demand Management Plan **51**

1. Introduction **51**

2. Public Involvement **51**

3. Coordination with Regional Water Planning Group **51**

4. Trigger Conditions **51**

5. Stage Levels of Water Allocations **53**

6. Initiation and Termination Procedures **54**

7. Penalties for Violations **54**

8. Exemptions or Waivers **55**

9. Implementation **56**

Section I: Sample Application Packet **58**

Corporation Use Only **59**

Service Application and Agreement **59**

Right-Of-Way Easement (Location Of Easement Required) **64**

Right-Of-Way Easement (General Type Easement) **66**

Nonstandard Service Application	68
Nonstandard Service Contract	72
Section J. Miscellaneous Transaction Forms.....	79
Alternate Billing Agreement for Rental Accounts	80
Disclosure of Personal Information Contained in Utility Records	81
Customer Notice of Water Use Restrictions	82
Customer Notice of First Violation and Penalty	83
Customer Notice of Second Violation and Penalty.....	84
Customer Notice of Subsequent Violation and Penalty	85
Notice of Disconnection	86
Notice of Prohibition Of Multiple Connections to a Single Tap.....	87
Deferred Payment Agreement.....	88
Installment Agreement.....	89
Line Extension Reimbursement Agreement	90
Membership Mortgage Agreement	92
Agreement to Provide Fill For Certain Fire Apparatus in Designated Areas.....	93
Agreement to Provide Fireflow in Designated Areas	97
Meter Test Authorization and Test Report.....	101
Notice to Owner of Rental Property of Past Due Account.....	102
Notice of Requirement to Comply with the Subdivision and Service Extension Policy of Water Supply Corporation	103
Notice of Returned Check.....	104
Request for Service Discontinuance & Membership Cancellation	105
Easement Denial Letter and Affidavit.....	106
Release of Easement	108
Sanitary Control Easement	110
Equipment and Line Dedication Agreement.....	113
Notice of Disconnection	114
Membership Termination and Liquidation Notice.....	115
Sewer Billing Services for a Retail Public Utility Provided by a Nonprofit Water Supply Corporation	116
Agreement to Disconnect Water Service for Nonpayment of Wastewater Service	121
Dedication, Bill of Sale, and Assignment (Developer Form)	124
Applicant’s Notice of Insufficient Information of a Temporary/Improperly Transferred Service.....	126
Dedication, Bill Of Sale, and Assignment (Individual Service Form).....	127
Customer Service Inspection Certification (TCEQ)	129

Section K. Miscellaneous	132
Tariff Filing Requirements & Instructions.....	133
Sample Letter to PUC	134
Notice of Rate Increase.....	135
Calculation of the Average Net Equity Buy In Fee of a Sample Utility	136
TRWA Recommended 5/8" X 3/4" Meter Equivalents Based on AWWA Specifications and Design Criteria	137
Voluntary Contributions on Behalf of Emergency Services	138
Sample Notice to Customers for Voluntary Contributions on Behalf of Emergency Services	139
Sample Language for Billing Card for Notice to Customers for Voluntary Contributions on Behalf of Emergency Services	139

SECTION A. RESOLUTIONS

THE BOARD OF DIRECTORS OF BENTON CITY WATER SUPPLY CORPORATION ESTABLISHES THAT:

1. This Tariff of the Benton City Water Supply Corporation, serving in Atascosa, Medina and Frio Counties consisting of Sections A. through K. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of August 27, 2024.
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 maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been adopted (or revised) in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this 27 day of August, 2024

Levy Bookson

President, Benton City Water Supply Corporation

Jennifer Brown

Secretary, Benton City Water Supply Corporation

SECTION B. STATEMENTS

1. **Organization.** The Benton City 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 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 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.
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 limit 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 Lytle, 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 or a person or entity hired by the Corporation to collect amounts due by the member to 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 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. The Corporation shall give its applicants and members notice of their right to request disclosure of this information under this policy **and all prevailing associated fees for such request.**

8. **Customer Notice Provisions.** The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all members 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.

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, and re-service 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\(j\)](#))

10. **Submetering Responsibility.** Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution system provided the Master Metered Account member 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 members of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Member. Any complaints regarding submetering should be directed to the Public Utility Commission.

NOTE: The system should check with the Master Metered Account Member to:

1. See if they have registered with the PUCT, (Section 13 Texas Water Code Subchapter M)
2. See that they do not charge their tenants more than the total amount of charges that was billed.

If the aggregate bill is greater than the Corporations' charge, the Master Metered Account Member is considered by the PUCT to be a separate Public Water System and will be required to comply with all TCEQ regulations.

3. Protect the System's CCN. Should the Master Metered Account Member continue to violate these or other State regulations, the Corporation will need to request a Cease and Desist Order from the PUCT. (Texas Water Code Section 13.252 and 30 TAC Section 291.118)

11. ***Voluntary Contributions Policy.*** The Corporation's board has approved and set up guidelines for accepting Voluntary Contributions on Behalf of Emergency Service Providers in our service area. The policy adopted sets up the guidelines for collection, accounting, and distribution of funds to the respective local Emergency Service Response entities. ([Texas Water Code Sections 13.143 & Section 67.017](#)) (See [Voluntary Contribution Policy in Miscellaneous Section K.](#))

12. ***Prohibition Against the Resale of Water.*** The meter connection is for the sole use of the Member 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

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

Applicant – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Benton City 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/Service Availability Charge – The monthly charge assessed each Member 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 Benton City 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 Benton City 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 Benton City Water Supply Corporation to provide water service within a defined territory. Benton City Water Supply Corporation has been issued Certificate Number(s) 12578. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff [Section D](#), Certificated Service Area Map(s))

Commercial/Industrial/Agricultural – Any use of water that does not satisfy the requirements for Residential use.

Corporation – The Benton City Water Supply Corporation.

Developer – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests more than two water 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.

District Fee Pass Through – Fees per 1,000 gallons imposed by the groundwater conservation district for the production or transport of groundwater that is the water supply source used to serve Member's

Easement – A private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, 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. 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 and former Members. This fee shall be 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.(See Rate Sheet) The amount of the Equity Buy-In Fee shall be reviewed annually by the Corporations auditors and, as necessary, the adjusters will recommend an adjustment in the amount of the Equity Buy-In Fee which recommendation will be considered by the Board and the Board may refuse to adopt the recommended adjustment or may adopt the recommended adjustment in whole or in part.

Final Plat – A complete plan for the subdivision of a tract of land as **may be approved by either county or a city, depending upon the location of the tract of land, if approval by the county or city is required of the subdivision, and if such approval is not required, a plan** showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated utility easements, and location(s) of lakes, streams, or rivers through the property. The Benton City 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 of the Corporation as determined by the Corporation or regulatory authority.

Hydraulic Investigation – A study performed by the Corporation’s Engineer to determine the feasibility of a service request.

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.

Installation Fee - A fee charged for all costs necessary for installation of the type of service requested.

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

Member – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in the Corporation and who is a record owner of fee simple title to the property in an area served by the water supply service corporation or a person who is granted a membership and who either currently receives or will be eligible to receive water 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 [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.

Non-Standard Service - Any service request which does not qualify as a standard service request.

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 by Warranty Deed, Deed of Trust or other recordable documentation of Fee Simple Title to real estate to be served. (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 systems serving communities with a population of less than ten thousand (10,000) people.

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

Re-Service – Providing service to an Applicant at a location for which service previously existed 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.

Reserved Service Charge – A monthly charge for an account at a specific location or which a meter has not been installed but for which the Corporation and the Applicant have entered into a non-standard agreement for reserving service. This monthly charge shall be based on the Corporation's fixed cost to service the Applicant's dedicated facilities on a per Service Unit basis. This charge reserves service to the Applicant's property designed to receive service. This fee is determined on a case-by-case basis but shall never exceed the Service Availability Charge for Metered Service on a per Service Unit basis. (See Tariff Section F)

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.

Second Degree of Consanguinity – includes mother, father, son, daughter (and spouses), grandparents, grandchildren (and spouses), brother or sister (and spouses), first cousin (and spouse); nephew or niece (and spouse), aunt or uncle (and spouse).

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

Service Investigation Fee/Hydraulic Study Fee – A fee for costs associated with determining if service is available and determining cost of service.

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; for the purpose of disconnecting or collecting payment for services, or for the enforcement of tariff requirements.

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.

Standard Service - service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering consideration are not necessary. Typically, this would include 5/8" X 3/4" sized water meter services set on existing pipe line with adequate excess capacity per TCEQ minimum requirements.

Subdivide – To divide the surface area of land into lots or tracts

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 two or more lots, tracts or parcels. and [Section F., Part II.](#))

Subdivision – An area of land that has been subdivided into lots, tracts or parcels

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

Tariff – The operating policies, service rules, service extension policy, service rates, water use restriction policies, 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, required for inspection of plumbing prior to a sale, and all 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 are met. Applicants 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.

Regulatory Assessment Fee – The fee assessed by the State of Texas, by and through the TCEQ and the PUCT, on all retail water customers.

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 Benton City 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 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

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Under V.T.C.A., Water Code
and Texas Natural Resource Conservation Commission Substantive Rules

Certificate No. 12587

I. Certificate Holder:

Name: Benton City Water Supply Corporation
Address: P. O. Box 1210
Lytle, Texas 78052

II. General Description and Location of Service Area:

The area covered by this certificate is located approximately 0.75 miles northwest of downtown Jourdanon, Texas on State Highway 173. The service area is generally bounded on the east by State Highway 16, on the south by Farm to Market Roads 2146 and 1549, on the west by Interstate Highway 35 and on the north by the Bexar/Atascosa County line in Atascosa, Medina and Frio Counties, Texas.

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official water service area maps, WRS-7, WRS-83, and WRS-163, maintained in the offices of the Texas Natural Resource Conservation Commission, 12015 Park 35 Circle, Austin, Texas with all attendant privileges and obligations.

This certificate is issued under Application No. 31007-S and subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

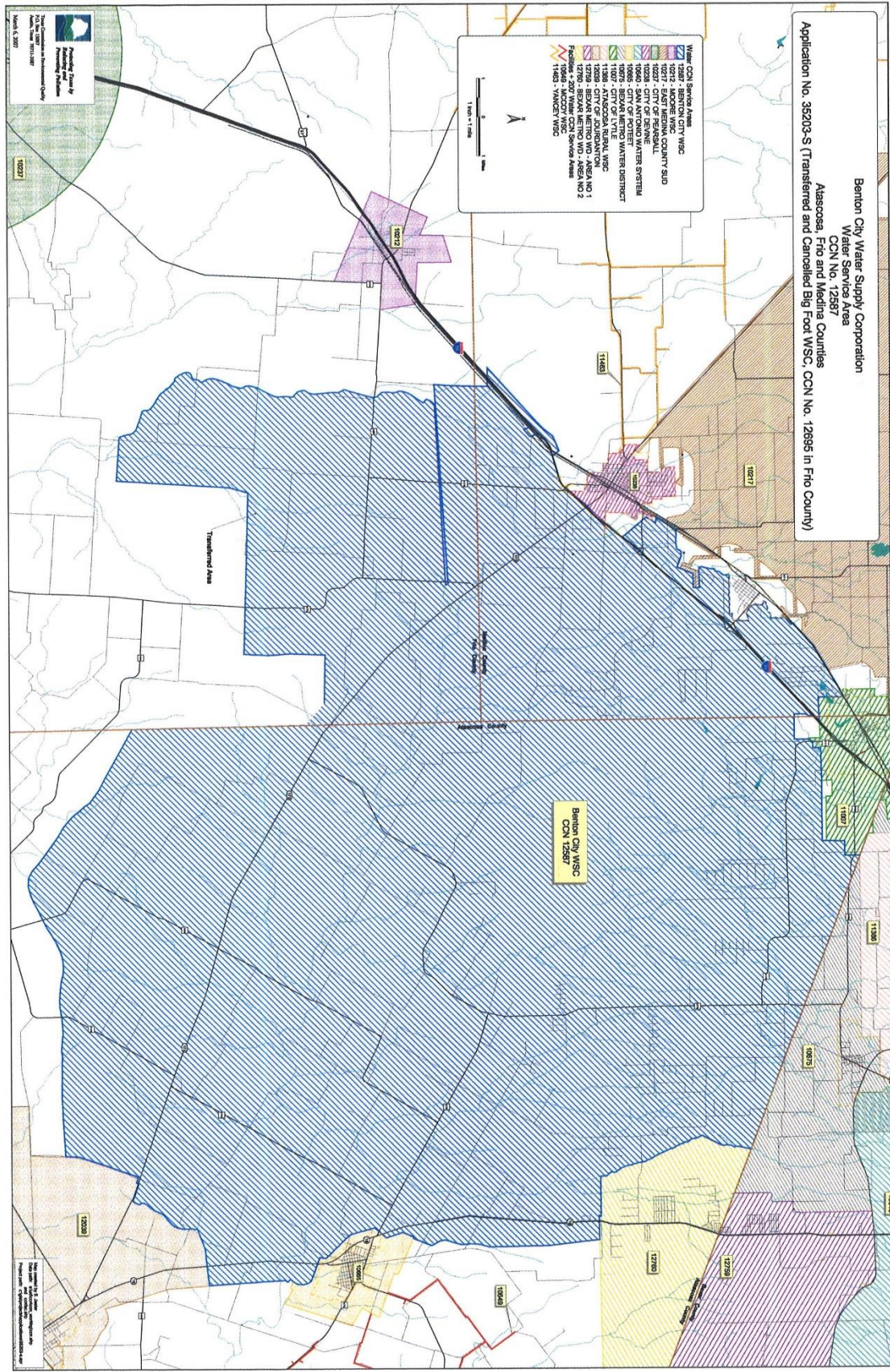
Issued Date: MAY 08 1996

A handwritten signature in black ink, appearing to read "Dan Sum".

ATTEST: *Blonia A. Vasquez*

For the Commission

MAP OF CCN AREA



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 (See Rate Sheet). of this tariff. The service installation fee shall be quoted in writing according to Rate Sheet.. Any debt owed to the Corporation and all fees shall be paid 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 (whether at the address of the re-service or at other locations), 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, but not later than ten (10) working days. 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 their expense, have a licensed plumber or Backflow Preventer Assembly Tester 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.](#))
- 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 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 and completion of Meter Test Request form by the member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in [Section G](#). of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months **but not extending beyond current Membership except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided under Sub-Section 8.h.** The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test. (See [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](#).)

6. ***Billing Cycle Changes.*** The Corporation reserves the right to change its billing cycles. After the 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](#).)

8. Charge Distribution and Payment Application.

- a. The Base Rate/Service Availability Charge is for the billing period from the 1st day of the month to the last day of the month. Charges shall be prorated for meter installations and service termination's falling during the billing period. Bills will be posted to accounts on or before the 20th of the month. E-bills and paper billings for this amount shall be emailed, mailed or both depending on the Member's preference on or about the 22nd 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 late fees and then previous balances starting with the oldest, prior to posting against current billings.

- d. **Forms of Payment:** The Corporation will accept the following forms of payment: cash, personal check, bank or cashier's check, money order, credit card, debit card, automatic debit on customer's bank account, or draft on bank. 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. The Corporation may assess all or part of the credit card processing fee associated with credit card payments to those customers which make payment by credit card in accordance with consumer laws.

9. *Deferred Payment Agreement.* The Corporation may offer a deferred payment plan to a Member who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any late penalty fees or interest on the monthly balance to be determined as per agreement. 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.

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, county or city 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.

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.

- 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, credit/debit card or bank/certified check. Failure to meet these terms shall initiate disconnection of service. 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 bank/certified check, money order, credit/debit card or cash.**
 - 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under [Section E.](#), or failure to comply with the terms of a deferred payment agreement.
 - 3) Violation of the Corporation’s rules pertaining to the use of service in a manner which interferes with the service of others or the operation of 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/LESSEES.**)
 - 9) Violation of any applicable regulation or pertaining to on-site sewage disposal systems if the Corporation has been requested in writing to disconnect service by the TCEQ or the TCEQ's designated representative under [Chapter 366 of the Texas Health and Safety Code](#).
 - 10) Failure to pay charges arising from service trip fee as defined in [Section G](#), meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading.
 - 11) 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 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 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.
 - 12) 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 by a licensed inspector 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 is performed by a licensed inspector and 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 at the Members expense.

- 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 period of time determined reasonable under the circumstances, to repair the line prior to disconnection of service at the Members expense.
 - 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 service. **NOTE: Where reasonable, give the nature of the reason for disconnection, photo documentation, 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 preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.
- e. **Disconnection Due to Utility Abandonment** – The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring

utilities and approval from the PUC.

- f. **Disconnection for Ill and Disabled Members** – The Corporation may not discontinue service to a delinquent residential Member permanently residing in an individually metered dwelling unit when that Member establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member 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 enters into a Deferred Payment Agreement.
- g. **Disconnection of Master-Metered Accounts**– 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 notices, stating “Termination Notice” in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
 - 3) The tenants may pay the Corporation for any delinquent bill in behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. **Disconnection of Temporary Service** – When an applicant with 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.
- i. **Seasonal Disconnection** – A member may, in a written request, voluntarily suspend service for a period not exceeding nine months within a twelve-month period. If service is re-established before the end of the ninth month, the member will be assessed a Seasonal Reconnect Fee. If service is not reestablished after the ninth month, then service may be reestablished in accordance with the reservice requirements set forth in of [Section E](#), this Tariff.

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 prior to the due date posted on said bill except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided under [Section E 7h](#).

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

- a. The Corporation shall send Ebills and mail all bills on or about the 22nd 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 (last business day of the month). Payments made by mail will be considered late if postmarked after the past due date. A 60 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 no more than 25 days (about 3 and a half weeks) from the date the bill is due. 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 returned payments, 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.

The above-procedures may be modified if the Corporation is informed by the Member that federal or state laws apply, such as the federal Bankruptcy Code (see Tariff section 19(i)) or the Service Members Civil Relief Act.

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.

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 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 responsible for 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. The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter's past due payment status. Such notification may be subject to a service charge.

If the member requests membership be canceled, thereby discontinuing service to an occupied rental property, the Corporation shall provide written notice to the tenant(s) at least 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 utility service and one (1) Membership certificate. 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 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): If 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 received or reserved by the Applicant because 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 part of the conveyance of real estate from which it 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, if required, 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/Service Availability Charge must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member’s Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented in writing, to the Corporation. The Member shall also complete a Cancellation Request Form prior to termination of service in writing. 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 available basis and subject to the terms of the Activation of Service [Section E.](#) 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.](#) The Corporation shall collect any remaining account balances by initiation of legal action. Re-instatement of service shall be subject to the terms of the Activation of Service [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 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. 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.](#) 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.
- k. **Delegation of Authority** – The Board authorizes the individual designed from time to time as the Board's Deputy Secretary to perform the ministerial duties authorized to issue a Membership Certificate, to re-acquire a cancelled or forfeited Membership Certificate, to

cancel a Membership Certificate in accordance with this Tariff, and to reassign Membership Certificate

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))
 - 3) All pipe and fittings used by the customer to convey sewage from its source to the sewer line must be a minimum of D-3034, SDR-35 or equivalent, 4-inch diameter pipe. No DWV (drain waste and vent) pipe or fittings will be allowed. All joints must be water tight and pipe must be installed to recommended grade. All sewer and potable water service pipeline installations must be a minimum of nine feet apart and meet all applicable plumbing standards for crossings, etc.

Requirements for Traps:

- (a) Discharges requiring a trap include but are not limited to:
 - (1) grease or waste containing grease in amounts that will impede or stop the flow in the public sewers;
 - (2) oil, flammable wastes;
 - (3) sand, and other harmful ingredients.
- (b) Any person responsible for discharges requiring a trap shall, at his own expense, and as required by the approving authority:
 - (1) Provide equipment and facilities of a type and capacity approved by the approving authority;
 - (2) locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and
 - (3) maintain the trap in effective operating condition.

(c) Approving Authority Review and Approval (By the Board of Directors or Agency):

(1) If pretreatment or control is required, the approving authority shall review and approve design and installation of equipment and processes.

(2) The design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances and other laws.

(3) Any person responsible for discharges requiring pretreatment, flow equalizing or other facilities shall provide and maintain the facilities in effective operating condition at his own expense.

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

c. A Member owning more than one (1) Membership shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.

d. The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter coupler 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 stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the Corporation and will be the Member's responsibility to maintain after initial installation.)

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, if required or the proposed location has been granted to the Corporation;
- c. The proposed location of the meter is acceptable to the Corporation, acting by and through its Manager; and
- d. The Member pays the actual cost of relocation plus administrative fees.

22. Meter Tampering, Diversion 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;

- 3) attaching objects to the meter to divert service or to by-pass;
- 4) inserting objects into the meter;
- 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 from being correctly registered by a metering device 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.](#) 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) and/or (c), 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 (the meter coupler); 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 tap. 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 tap (See Subsection E. 17.) **Any unauthorized sub-metering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service.** If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with Section E, paragraph
- b. For purposes of this section, the following definitions shall apply:
- c. . If a 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 (10) days if the situation is not corrected. The Corporation is not responsible for below 35 PSI.

- 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 consider 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 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 **or RV, vehicle, such as a home, house, mobile home, manufactured home, apartment unit, or any unit in a mult-unit residential structure**, which is being used for human habitation, which may include kitchen **or other area for the preparation and/or storage of food** and bathroom facilities or other evidence of habitation as defined by the Corporation. **A Recreational Vehicle (RV) that is not located in a recreational vehicle park shall be considered a "residence" if it is connected to a Corporation water meter/service and is used for human habitation.**
- 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 member that utilized water within their residence or property for commercial purposes may be required to obtain a separate meter.** 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.

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 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" sized water meter services set on existing pipelines,

- b. **Nonstandard Service** is defined as any service request which does not qualify as a Standard Service, such as 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.

c.

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.

- a. A Right-of-Way Easement Form, or other such easement form, required by the Corporation, must be completed by the Applicant for the purpose of allowing future facility additions. **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 fee simple title to the real estate designated to receive service. A Contract for Deed, Quit Claim Deed or lease shall not satisfy the requirement of proof of ownership even if recorded. ([Texas Water Code Sections 67.016 \(d\)](#), and [13.002 \(11\)](#) See also [Uniform Partition of Heirs Property Act, Property Code Chapter 23A](#)).
- c. Pursuant to Texas Water Code, chapter 13, Subchapter M, relating to submetering, 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 submeters or individual 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.

- 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 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.

- 28. Customer Service Lock** – Meters will be locked by the Corporation at the request of the Member in order to eliminate the need for monthly readings. The minimum monthly fee will be due and all penalties will apply. The minimum service trip fee will be charged for the locking and the unlocking of the meter (see Section G)

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. Corporation's Limitations.** All Applicants shall recognize that the Corporation must comply with local, state and federal rules and regulations as promulgated from time to time, and with covenants of current indebtedness. The Corporation is not required to extend retail Corporation service to an Applicant in a subdivision where the responsible party (Application/Developer) of the applicable property (subdivision) has failed to comply with the terms of this policy. Section 13.2502 of the Texas Water Code requires that notice be given herein or by publication or by alternative means to the Developers/Applicants. (Also see Tariff Section F.11)
- 2. Purpose.** It is the purpose of this Section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of 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.

- 3. Application of Rules.** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of 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 100 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.

- 4. Nonstandard Service Hydraulic Study Application.** The Applicant shall meet the following requirements prior to the initiation of a Nonstandard Service Agreement by the Corporation

a. Sufficient Information. The Applicant shall provide the Corporation a completed Nonstandard Service Hydraulic Study Application (See [Section I](#), this Tariff) and a right of access to the property during evaluation of application and details concerning access to the property. 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.

- (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 demand of the development when fully built out and occupied, the anticipated water 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 PUCT

- b. ***Nonstandard Service Hydraulic Study Investigation Fee.*** The applicant shall pay Corporation a Nonstandard Service Hydraulic Study Investigation Fee in accordance with the requirements of [Section G](#)/(RateSheet)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.
- c. ***Plats.*** For divisions of property into lots or blocks which require review and approval of a plat by a city or county, the applicant shall provide the Corporation a copy, reproduced in the manner specified by the Corporation, of the (i) preliminary plat and final plat submitted for review to the city or county contemporaneously with the submission; and approval contemporaneously with the submission to the city or county, and (ii) the approved preliminary plat and approved final plat. The preliminary and final plats shall be substantially the same as the information submitted by the applicant to the Corporation as part of the hydraulic investigation. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements. The Corporation will not represent that water service is available to a subdivision or issue any type of service commitment letter until the required hydraulic study has been conducted and the applicant has agreed to the requirements and signed a nonstandard service agreement. **If a plat is required, under no circumstances will the Corporation initiate service within a subdivision or to a lot within a subdivision prior to the approval and filing of the final plat.**

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.

- d. ***Review.*** 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.

d. Approval. Upon approval by the Corporation and acceptance of proposal for service by the Applicant, a nonstandard service agreement will be executed, and the Corporation shall provide service according to the conditions contained this Section and in the Nonstandard Service Agreement.

e. Service within Subdivisions – The Corporation's obligation to provide service to any customer 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 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 relating to the subdivision of land, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes, or otherwise acquiring title to a lot or tract within such subdivision before the Corporation is obligated to provide water service ([Texas Water Code Section 13.2502](#)). In addition, Corporation may elect to pursue any remedies provided by the Nonstandard Service Agreement 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. A map or drawing acceptable to the Corporation must accompany the Application showing the Applicant's requested service location .

f. CCN Amendments. If after the service hydraulic study 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 public utility;
- 2) The service location is not within another retail public utility'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).

5. ***Nonstandard Service Agreement.*** Applicants requesting Nonstandard Service **may** be required to execute a written agreement, drawn up by the Corporation's Attorney, once the Corporation's Board has reviewed and approved the Nonstandard Service Hydraulic Study Engineer's Report. Said agreement shall define the terms of service prior to construction of required service facilities. The service agreement may include, but is not limited to:

- a. All costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.
- b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- c. Equity Buy-In Fee (Front-end Capital Contributions/Impact Fees) required by the Corporation in addition to the other costs required under this Section.
- d. Monthly Reserved Service Charges as applicable to the service
- e. 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.
- f. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.
- g. Terms by which the Corporation shall administer the Applicant's project with respect to:
 - (1) Design of the Applicant's service facilities;
 - (2) Securing and qualifying bids;
 - (3) Execution of the Service Agreement;
 - (4) Selection of a qualified bidder for construction;
 - (5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
 - (6) Inspecting construction of facilities; and
 - (7) Testing facilities and closing the project.
- h. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project.

- i. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds, warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.
 - j. Terms by which the Developer conveys title to permanent water rights at the rate of two acre-feet per lot/connection. See subsection 13, below.
 - k. A reserve fee equal to the Monthly Base Fee/Service Availability fee will be charged monthly for each unsold lot or for any other reason as determined by the Corporation's manager or Board of Directors
 - l. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.
- 6. Design.** The Corporation shall approve the design requirements of the Applicant's required facilities in accordance with the Nonstandard Service Agreement and 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 Corporation's engineer's fees for design or the review and approval of plans shall be at the sole cost of the applicant and shall be paid by the applicant prior to the signing and sealing of the plans, or the approval of the plans by the Corporation's engineer.
 - 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.
- 7. Construction of Facilities by Applicant Prior to Execution of Service Agreement.** The Corporation and the Applicant must execute a Nonstandard Service Agreement 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 an Agreement 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 an agreement 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.

8. *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 12 months following the date of the transfer.

9. *Property and Right-of-Way Acquisition.* With regard to 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.
- 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.

10. *Bids for Construction.* **If the Nonstandard Service Agreement provides for the Corporation to construct facilities or improvements required to provide service, then for those facilities and improvements** the Corporation’s consulting engineer or Corporation’s Manager 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 Agreement 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 license, OSHA competent person training, and other licenses/certificates as required to complete the project);
- f. The Contractor shall provide adequate certificates of insurance as required by the Corporation; and
- g. The bonds, insurance, and warranties shall be assignable to the Corporation and shall be assigned to the Corporation should the Corporation accept the construction of the facilities and improvements.

11. Pre-Payment for Construction and Service. After the Applicant has executed the Service Agreement, the Applicant shall pay to the Corporation or Engineer all costs necessary for completion of the project prior to construction and in accordance with the terms of the Nonstandard Service Agreement.

12. Construction.

- e. 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.
- f. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.
- g. 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.

13. Dedication of Water Rights.

- a. Evergreen Underground Water Conservation District.
 - 1. In exchange for the Corporation's commitment to serve the applicant's property or tract located within the boundaries of the Evergreen Underground Water Conservation District, the applicant must convey and transfer to Benton City Water Supply Corporation the exclusive right to use, or grant use of, any and all property rights to and for any ground water which relates to the property or tract, including but not limited to the right to withdraw and/or beneficially use, sever, or otherwise transfer water permitted by the Evergreen Underground Water Conservation District; and any and all real and personal property rights, appurtenances, permits, authorizations, licenses, consents and contracts, if any, pertaining to all such groundwater and/or related property rights. Prior to any agreement to convey lots within the property, or the conveyance of title to any lot within the property, the applicant must execute any and all deeds or other documentation necessary to evidence this conveyance and transfer. The applicant must also designate and appoint the Corporation as its nominee, representative and/or attorney-in-fact in all matters related to the groundwater rights appurtenant to the property. This power of attorney shall be irrevocable and shall be coupled with an interest. The applicant, on

behalf of itself and its assigns, including but not limited to the end users within the property shall support applications by the Corporation for authorization from the Evergreen Underground Water Conservation District to produce up to two acre-feet of groundwater for each acre of land located within the Property and to use the produced groundwater anywhere within the Corporation's CCN.

2. In exchange for the Corporation's commitment to serve the applicant's property or tract located outside the boundaries of the Evergreen Underground Water Conservation District but supplied with water produced from wells within the Evergreen Underground Water Conservation District, the applicant must dedicate and convey to the Corporation title to use, or grant use of, any and all property rights to and for any ground water which relates to the property or tract, including but not limited to the right to withdraw and/or beneficially use, sever, or otherwise transfer water t; and any and all real and personal property rights, appurtenances, permits, authorizations, licenses, consents and contracts, if any, pertaining to all such groundwater and/or related property rights. Prior to any agreement to convey lots within the property, or the conveyance of title to any lot within the property, the applicant must execute any and all deeds or other documentation necessary to evidence this conveyance and transfer. The applicant must also designate and appoint the Corporation as its nominee, representative and/or attorney-in-fact in all matters related to the groundwater rights appurtenant to the property. This power of attorney shall be irrevocable and shall be coupled with an interest. The applicant, on behalf of itself and its assigns, including but not limited to the end users within the property shall support applications by the Corporation for authorization from the Evergreen Underground Water Conservation District to produce the groundwater and to use the produced groundwater anywhere within the Corporation's CCN.

- b. Medina County Groundwater Conservation District and/or the Edwards Aquifer Authority. Alternatively, but only if acceptable to the Corporation in its sole discretion, the applicant may convey land suitable for well site and storage and pumping facilities located in Medina County and convey to the Corporation, as may be determined by the Corporation in its sole discretion, either (i) unrestricted EAA permitted water rights in an amount equal to two acre feet for each acre of developable land located within the property or tract, or in an amount sufficient to satisfy the demand of the applicant as that demand may be determined by Benton City WSC's engineer, whose determination shall be final if the Corporation will produce groundwater from the Edwards Aquifer to supply the applicant's property or tract; or (ii) . the exclusive right to use, or grant use of, any and all property rights to and for any ground water which relates to the property or tract, including but not limited to the right to withdraw and/or beneficially use, sever, or otherwise transfer water permitted by the Medina County Groundwater Conservation District; and any and all real and personal property rights, appurtenances, permits, authorizations, licenses, consents and contracts, if any, pertaining to all such groundwater and/or related property rights. Prior to any agreement to convey lots within the property, or the conveyance of title to any lot within the property, the applicant must execute any and all deeds or other documentation necessary to evidence this conveyance and transfer. The applicant must also designate and appoint the Corporation as its nominee, representative and/or attorney-in-fact in all matters related to the groundwater rights appurtenant to the property. This power of attorney shall be irrevocable and shall be coupled with an interest. The applicant, on behalf of itself and its assigns, including but not limited to the end users within the property shall support applications by the Corporation for

authorization from the EAA to produce the water from the Edwards Aquifer or from the Medina County Groundwater Conservation District to produce groundwater appurtenant to the property or tract and to use the produced groundwater anywhere within the Corporation's CCN.

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 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 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 \$150.00 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, as well as current filing fees as required by the county clerk. (See [Section E.](#) ; [Section F.](#))
6. ***Equipment Damage Fee. (A fee of \$250.00 shall be charge to the members account.)*** If the Corporation’s facilities or equipment have been damaged by tampering, bypassing, 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 reestablished. 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 shutoff 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.*** (See Rate Sheet) 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: **(The Corporation will not charge both an Equity Buy-In fee and an Impact Fee to the same property)**

Sample Calculation:

Total Contributions and Assets of the Corporation minus (-)	\$ 37,889,797.00
Accumulated Depreciation minus (-)	-\$ 16,129,850.00
Outstanding Corporation Debt Principle minus (-)	-\$ 7,706,558.00
Developer Contributions minus (-)	\$ 0.00
Grants received divided by	\$ 0.00
Average Net Equity Buy-In Fee	\$ 1,500.00

a. Capital Recovery/Water Fee is: See Rate Sheet.

Note: The Capital Recovery/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. **Groundwater District Production/Transfer Fee.** A fee that can be charged to the Corporation by Evergreen Underground Water Conservation District based on the amount of water pumped from the Corporation’s wells located within the boundaries of the District. If the Corporation is charged this fee, a portion of the total will be collected from Members based on the gallons of water used by each Member.
- 9. **Information Copy Fee.** A fee of \$0.30 per page 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.
- 10. **Installation Fee.** The Corporation shall charge an installation fee for service as follows:

- a. **Standard Service** shall include all:
 - 1) All current labor and materials necessary to provide individual metered water service. (See Rate Sheet)

Standard service fees shall be charged on a per tap basis as computed at the time metered service is requested and must be paid prior to being installed.

- 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 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.](#) of this Tariff.
- 11. Late Payment Fee.** Once per billing period, a penalty of (\$15.00) shall be applied to delinquent bills (bills not paid by 8:00 am on the 16th of each month). 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.](#))**
- 12. 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.
- 13. 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 \$200.00 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.)
- 14. Meter Tampering and Damage to Property Penalty.** A fee of \$250.00 shall be charge to the members account. In addition to the Equipment Damage Fee, the Corporation may charge a penalty for “Tampering” as defined in [Section E.](#). The penalty may only be assessed against the members associated account. 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.
- 15. Monthly Charges.**
- a. **Base Rate/Service Availability Charge**
 - 1) Water Service - The monthly charge for an account at a specific location for which the Corporation and the Applicant have entered into agreement and/or contract for reserving service or providing metered water service.
 - 2) Rates and equivalents are based on meter size and do not include an allowable gallonage. 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:

<u>Meter Size</u>	<u>5/8" x 3/4" Meter Equivalents</u>	<u>Monthly Rate</u>
5/8" x 3/4"	1.0	\$ 27.02
1"	2.5	\$ 57.50
1 1/2"	5.0	\$115.00
2"	8.0	\$184.00
3"	9.0	\$ _____
3"	16.0	\$ _____
3"	17.5	\$ _____
4"	25.0	\$ 881.00
4"	30.0	\$ _____
6"	50.0	\$ _____
6"	62.5	\$ _____
8"	80.0	\$ _____

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

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	CURRENT MONTHLY BASE RATE	NEW MONTHLY BASE RATE
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5/8" X 3/4"	1.0	\$ 27.00	\$ 27.02
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2011 to February 2024 Monthly Rate	New Monthly Rates
\$27.00 for the first 100 gallons used.	\$27.02 for the first 100 gallons used.
\$0.35 per 100 gal for 100 to 7,000 gallons	\$0.35 per 100 gal for 100 to 5,000 gallons
\$0.45 per 100 gal for 100 to 7,001 gallons and over	\$0.37 per 100 gal for 5,001 to 10,000 gallons
	\$0.48 per 100 gal for 10,001 to 25,000 gallons
	\$0.58 per 100 gal for 25,001 to 35,000 gallons
	\$0.68 per 100 gal for 35,001 to 45,000 gallons
	\$0.78 per 100 gal for 45,001 to 55,000 gallons
	\$0.88 per 100 gal for 55,001 to 65,000 gallons
	\$0.98 per 100 gal for 65,001 to 75,000 gallons
	\$1.28 per 100 gal for 75,001 gallons and over

In addition, all customers are assessed the Texas Commission on Environmental Quality 1/2 of 1% Customer Assessment Fee

- c. **Regulatory Assessment.** A fee of 0.5% of the amount billed for water service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. 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\(d\)](#) **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;**
- d. **Voluntary Contributions.**
https://www.tceq.texas.gov/assets/public/legal/rules/hist_rules/Complete.13s/13057291/13057291_pr_o.pdf If authorized by the Board of Directors, the Corporation, as a part of its billing process, may collect voluntary contributions on behalf of local County Volunteer Fire Department(s) and Emergency Medical Service(s). The Corporation shall retain from the proceeds the lesser amount of five percent or the total administrative costs for billing, collecting, and disbursing the voluntary contributions.
16. **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 \$150.00 shall be imposed on the affected account.
17. **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.
18. **Owner Notification Fee.** The Corporation shall assess a fee of \$10.00, at the expense of the member, per notification to a Member of a renter/lessee delinquent account status prior to disconnection of service, if requested by Member.
19. **Past Due Fee.** A penalty of \$30.00 shall be applied to past due bills not paid by 4:30 pm the last business day of the month. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous bill, but shall be applied to any unpaid balance during the current billing period.
20. **Reconnect/Trip Service Fee.** The Corporation shall charge a fee of \$50.00 for reconnecting service, after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under [Section E.](#) Re-Service.
21. **Returned Item 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 item fee of \$30.00.
22. **Seasonal Reconnect Fee.** The Corporation shall charge a fee calculated based on the Base Rate multiplied by the number of months during which service is suspended/locked, not to exceed nine (9) months during any twelve (12) consecutive months.
23. **Service Investigation/Hydraulic Study.** The Corporation shall review requests for service and determine if a hydraulic study is necessary, as well as the type of study required based on the request. A hydraulic study shall then be conducted, under the following terms:

- a. Standard Service requests – A non-refundable fee of \$100.00 will be required to perform a standard service hydraulic study for one (1) residential service connection for a standard 5/8” x 3/4” meter connection. The hydraulic report will detail the requirements to serve the specific location. The applicant will be notified of the study results, additional requirements for membership and fees to establish service.
- b. Nonstandard Service requests – A nonstandard hydraulic study will be required for all developments/subdivided property, line extensions, larger meter sizes (above 5/8” x 3/4” standard meter) and other instances where a nonstandard study is required. A fee of \$2,500.00 to cover 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 Agreement to the Applicant; and
- (5) to provide other services as required by the Corporation for such investigation. A

Nonstandard Service Agreement shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See [Section F.5.](#))

24. Service Trip Fee. The Corporation shall charge a trip fee of \$50.00 for any service call or trip to the Member’s tap as a result of a request by the Member or tenant for response to damage of the Corporation’s or another Member’s facilities; or member requested data logs, 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 \$25.00 per employee per hour for each additional hour required.

25. Transfer Fee. A Fee of \$350.00 shall be assessed for the transfer of any membership. (**With in 30 days of previous member cancelation**)

26. Service Fee. The corporation shall charge as follows:

- a. New Standard Service – Equity Buy-In/Impact fee, Installation fee, administrative fee, Membership fee. This shall be charged on a per tap basis as metered service is requested and paid prior to installation. Additional fees that may be charged include, but are not limited to:
 - 1) \$150.00 - Customer Service Inspection Fee
 - 2) Any additional site-specific equipment or appurtenances necessary to provide water
 - 3) \$(See Rate Sheet) – Easement Filing Fee (if applicable)
 - 4) \$(See Rate Sheet) – Permit Fee (if applicable)
- b. New Nonstandard Service – Equity Buy-In/Impact fee(s), Installation fee(s), Administrative

fee(s), Membership fees(s) as well as any and all construction labor and materials, inspection, legal and engineering fees, as determined by the Corporation under the rules of Section F of this Tariff.

- c. Standard and Nonstandard Service Installations shall include all costs of any pipeline relocations as per Section E. 3(e) of this Tariff.
- d. Re-Servicing Fee of \$750.00 – Installation fee, Administrative fee & Membership fee. Note: This applies to providing service to an Applicant at a location for which service previously existed, but was cancelled for at least 30 days before re-service application was received.
- e. Transfer – Administrative fee & Membership fee. NOTE: This applies to active locations or those that have been cancelled for less than 30 days before the transfer request was received.

27. Customer History Report. A fee of \$2.00 shall be charged to provide a copy of the Members record of past water purchases in response to a Member's request for such a record.

28. Billing Stub Fee. A fee of \$1.00 will be charged to members who do not provide the return-billing stub with payments. This applies to all payments made to the Corporation whether mailed or hand delivered.

29. Assisted Online Payment Fee. Members making self-payments online through the Corporation web page are not charged a fee. A fee of \$2.50 will be charged for Corporation personnel to physically process online payments.

30. Multiple Connection Inspection Fee. A fee of \$75.00 per visit will be assessed each Applicant that has multiple connections (servicing more than one residence from a single meter). One visit will be required to confirm the multiple connections and a second to verify the service has been corrected.

31. Drought Management Violation Fee.

- a. **First Violation** – Warning – no penalty
- b. **Second Violation** – A fine of not less than \$250.00 and not more than \$500.00
- c. **Subsequent Violations** – Three or more distinct violations of the Drought Contingency Plan, the General Manager shall, upon due notice to the customer, be authorized to discontinue the water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$ 750.00, and any other costs incurred by Benton City Water Supply in discontinuing service. In addition, suitable assurance must be given to the General Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the county/district court.

Violations continuing after the Second Violation. The Corporation may also install a flow restricting device in the customer's meter service to limit the amount of water that will pass through the meter in a 24-hour period. The costs of this procedure will be the actual work and equipment and shall be billed to the members account.

SECTION H.
DROUGHT CONTINGENCY AND EMERGENCY
WATER DEMAND MANAGEMENT PLAN

Drought Contingency Plan



**Benton City Water Supply
Corporation**

2024

Texas Commission on Environmental Quality
BENTON CITY WATER SUPPLY CORPORATION

Drought Contingency Plan

Name:	<u>BENTON CITY WATERT SUPPLY CORPORATION</u>	
Address:	<u>980 FM 9175, LYTLE, TX, 78052</u>	
Telephone Number:	<u>830-709-3254</u>	
Water Right No.(s):	<u>CCN# 12587</u>	
Regional Water Planning Group:	<u>L</u>	
Form Completed by:	<u>MARIA F. VELA</u>	
Title:	<u>WATER PLANT MANAGER</u>	
Person responsible for implementation:	<u>Kenneth Benefiel</u>	<u>Phone: 830-709-3254</u>
Signature:	<u>Date:03/26/2024</u>	

Section I: Declaration of Policy, Purpose, and Intent

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

Water uses regulated or prohibited under this Drought Contingency Plan are 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 Benton City Water Supply Corporation by means of Benton City WSC website, customer alerts (text messaging or emailing), public notice and customer billing inserts.

Benton City Water Supply Corporation members input, and involvement is scheduled to take place at the Benton City Water Supply Board of Directors Annual Meeting.

Date: March 26, 2024 Time: 7:00 p.m. Location: 980 FM 3175, Lytle, TX 78052

Section III: Public Education

The Benton City Water Supply 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 *the Benton City Water Supply Corporations website, billing inserts and member notification via text messaging.*

Section IV: Coordination with Regional Water Planning Groups

The service area of the Benton City Water Supply is located within the Regional L Water Planning Group (RWPG) South Central Texas Regional L Water Planning Group.

Benton City Water Supply Corporation has provided a copy of this Plan to the RWPG.

Section V: Authorization

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

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the Benton City Water Supply. 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, hotels and motels, restaurants, and office buildings.

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

Customer/Member: any person, company, or organization using water supplied by Benton City Water Supply.

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

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

Foundation watering: an application of water to the soils directly abutting (within 2 feet) the foundation of a building, structure.

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

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

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

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

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

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

The **General Manager** or his/her designee shall monitor water supply and/or demand conditions monthly and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on:

The vulnerability of the water source under drought of record conditions or based on known system capacity limits.

Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII Definitions.

Annually, beginning on April 1 through October 15th

Requirements for termination

Stage 1 of the Plan may be rescinded and terminated annually on October 15th.

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 **70% of production capacity is reached.**

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 **7** consecutive days. Upon termination of Stage 2, Stage 1, or the applicable drought response stage based on the triggering criteria, becomes operative.

Stage 3 Triggers – SEVERE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when 75% capacity is reached.

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 7 consecutive days. Upon termination of Stage 3, Stage 2, or the applicable drought response stage based on the triggering criteria, becomes operative.

Stage 4 Triggers - CRITICAL Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when **80%** of production capacity is reached.

Requirements for termination

Stage 4 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 7 consecutive days. Upon termination of Stage 4, Stage 3, or the applicable drought response stage based on the triggering criteria, becomes operative.

Stage 5 Triggers - EMERGENCY Water Shortage Conditions

Requirements for initiation

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

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; **or**
2. Natural or man-made contamination of the water supply source(s).
3. Water demand exceeds **85%** of production capacity for **30** days.

Requirements for termination

Stage 5 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of **14** consecutive days.

Section IX: Drought Response Stages

The General Manager or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The General Manager or his/ her designee shall notify the public by means of:

- Monthly Billing Statement*
- Publication in a newspaper*
- Website: www.bentoncitywater.com*
- Alert System: Text Message*
- Public Flyer Postings*

Additional Notification:

The General Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- Board of Directors*
- TCEQ*
- County Fire Marshalls*

Stage 1 Response – MILD Water Shortage Conditions

Target: Achieve a voluntary 10 % reduction in *total water use*.

Best Management Practices for Supply Management:

1. *Check for leaks daily within the water distribution.*

Voluntary Water Use Restrictions for Reducing Demand:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of 8:00 am to 11:00 am and 8:00 p.m. to midnight on designated watering days.
- (b) All operations of the Benton City Water Supply 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.

Stage 2 Response - MODERATE Water Shortage Conditions

Target: Achieve a 15 percent reduction in *total water use*.

Best Management Practices for Supply Management:

- 1. *Limit flushing to customer dirty water complaints and dead-end lines.*
- 2. *Visually check for leaks daily within the water distribution.*
- 3. *Bulk water sales prohibited.*

Water Use Restrictions for Demand Reduction:

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

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 8:00 am to 11:00 am and 8:00 p.m. to midnight on designated watering days. 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, airplane or other vehicle is prohibited except on designated watering days between the hours of 8:00 am to 11:00 am and 8:00 p.m. to midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 8:00 am to 11:00 am and 8:00 p.m. to 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 Benton City Water Supply.
- (f) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours of 8:00 am to 11:00 am and 8:00 p.m. to 10 p.m. However, if the golf course utilizes a water source other than that provided by the Benton City Water Supply, the facility shall not be subject to these regulations.
- (g) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (h) The following uses of water are defined as non-essential and are prohibited:
 1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 2. use of water to wash down buildings or structures for purposes other than immediate fire protection;
 3. use of water for dust control;

4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response – SEVERE Water Shortage Conditions

Target: Achieve a 20% reduction in *total water use*.

Best Management Practices for Supply Management:

1. *Limit flushing to customer dirty water complaints.*
2. *Visually Check for leaks daily within the water distribution.*
3. *Bulk water sales prohibited.*
4. *Notify Major Water Users*

Water Use Restrictions for Demand Reduction:

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

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 8:00 am to 10:00 am and 8:00 p.m. to 10:00 pm and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is always prohibited.
- (b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the Benton City Water Supply.
- (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued. No bulk water sales will be permitted.
- (d) Foundation Watering (within 2 feet) and watering of trees may occur for two hours one day per week with a hand-held hose or with a dedicated zone using a Drip Irrigation system and/or Soaker Hose, provided no runoff occurs.

Stage 4 Response – CRITICAL Water Shortage Conditions

Target: Achieve a 25% reduction in *total water use*.

Best Management Practices for Supply Management:

1. *Discontinued irrigation of public landscaped areas*
2. *Limit flushing to customer dirty water complaints.*
3. *Visually check for leaks daily within the water distribution.*
4. *Bulk water sales prohibited.*
5. *Notify Major Water Users*

Water Use Restrictions for Reducing Demand:

All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 8:00 am to 10:00 am and 8:00 pm to 10:00 pm and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 8:00 am to 10:00 am and 8:00 pm to 10:00 pm
- (c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (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 or a higher-numbered
(e) stage shall be in effect.

Stage 5 Response – EMERGENCY Water Shortage Conditions

Target: Achieve a 30% reduction in *total water use*.

Best Management Practices for Supply Management:

1. *Discontinued irrigation of public landscaped areas*
2. *Limit flushing to customer dirty water complaints.*
3. *Visually check for leaks daily within the water distribution.*
4. *Bulk water sales prohibited.*

Water Use Restrictions for Reducing Demand:

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

- (a) Irrigation of landscaped areas is prohibited, except soaker hoses, hand-held hoses or a dedicated zone using a drip irrigation system may be used to water trees up to two hours per week or foundations as necessary, provided no runoff occurs.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

Section X: Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from the Benton City Water Supply for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by General Manager, or his/her designee, in accordance with provisions of this Plan.
- (b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$250 dollars and not more than \$500 dollars. Each day that one or more of the provisions

in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the General Manager shall, upon due notice to the customer, be authorized to discontinue the water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$ 750 dollars, and any other costs incurred by Benton City Water Supply in discontinuing service. In addition, suitable assurance must be given to the General Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

- (c) Any person, including a person classified as a water customer of the Benton City Water Supply, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- (d) Any employee of the Benton City Water Supply, police officer, or other Benton City Water Supply employee designated by the General Manager, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in County Court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in County Court of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in County Court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be

expedited and given preferential setting in County Court before all other cases.

Section XI: Variances

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

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

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

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

Implementation

The Board assigns the General Manager by Resolution. The General Manager will be responsible for making Drought Contingency Water Plan actions. The General Manager will review the procedures in this plan at least every five years unless the conditions necessitate amendments that are more frequent. Modifications may be required to accommodate system growth, changes in water use demand, available water and/or other circumstances.

Emergency Water Alternative Water Utilization

- (a) Ground Water Wells
- (b) Trucking in Potable Water

BENTON CITY WATER SUPPLY CORPORATION

RESOLUTION FOR ADOPTION OF ADROUGHT CONTINGENCY PLAN

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BENTON CITY WATER SUPPLY CORPORATION ADOPTING A DROUGHT CONTINGENCY PLAN.

WHEREAS, the Board recognizes that the amount of water available to the Benton City Water Supply Corporation and its water utility members are limited and subject to depletion during periods of extended drought;

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

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

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BENTON CITY WATER SUPPLY CORPORATION:

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

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

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

DULY PASSED BY THE BOARD OF DIRECTORS OF THE BENTON CITY WATER SUPPLY CORPORATION, ON THIS 26TH day of March 2024.

President, Board of Directors

ATTESTED TO:

Secretary, Board of Directors

SECTION I:
BCWSC FORMS
Residential

Membership Forms

- Service Application and Agreement Form (Rev 2023)
- Partnership Required Form
- PRV Request Form (optional)
- Confidentiality Form (optional)
- General Easement (if necessary)
- Deferred Payment Agreement (optional)
- Alternate Billing Agreement (optional)
- Payment Arrangement (optional)

Hydraulic Study/Service Availability Forms

- Residential (Standard) Hydraulic Study Application



Benton City Water Supply Corporation

980 FM 3175
Lytle, Texas 78052
(830) 709-3254 – bentoncity@tgti.net

CORPORATION USE ONLY

Account Number: _____
Location Number: _____
Cost: _____
Service Inspection Date: _____
Backflow Install Date: _____

SERVICE APPLICATION AND AGREEMENT

NOTE: Accounts can only be established in the property owner(s) name as shown on the Warranty Deed or Deed of Trust. Form must be signed by applicant.

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

BILLING ADDRESS: _____ PHYSICAL ADDRESS (If different from billing): _____

PHONE NUMBER: MAIN: (____) _____ - _____ ALT: (____) _____ - _____

EMAIL: _____ BILL PREFERENCE: Print E-bill Both

I consent to receive email communication regarding my account.

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

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring services)

ACREAGE: _____ NUMBER IN HOUSEHOLD: _____

GATE CODE: _____ SQUARE FOOTAGE OF HOUSE: _____

SPECIAL NEEDS OF APPLICANT:

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicant 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: Hispanic or Latino Not Hispanic or Latino
Race: White Black or African American
 Asian American Indian/Alaska Native
 Native Hawaiian or Other Pacific Islander

Gender: Male Female

AGREEMENT made this _____ day of _____, _____, between Benton City Water Supply Corporation, a Corporation organized under the laws of the State of Texas (called the Corporation) and _____ (called the Member).

The Corporation is a member-owned organization that sells and delivers water service to its Members. Membership is established by submittal of required documents and payment of required fees.

Once membership is established, the Member shall purchase, receive and/or reserve water service from the Corporation in accordance with the bylaws and tariff of the Corporation. The Member may request a copy of the Corporation's tariff.

Member further agrees to pay, upon services being set, the monthly charges plus water usage for such services as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages the membership fee.

The Corporation 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 conditions of service. If service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless the Member has complied with all terms and conditions that caused the service discontinuance, all required fees, including any outstanding debts, are paid and it has a current, signed copy of this agreement.

Service Connection

The Corporation has the right to place water service equipment and pipe necessary to connect the service on the Member's property. The Corporation shall have access to its 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 Corporation shall have access to the Member's property during the Corporation's normal business hours 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 Safe Drinking Water Act, Chapter 341 of the Texas Health & Safety Code and/or the Corporation's tariff and service policies. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter.

If not previously provided, Member 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.

If the total water supply is insufficient to meet demands, or in the event there is a shortage of water, whether caused by a natural or man-made condition, the Corporation will initiate the Drought Contingency Plan as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

Restrictions

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The Corporation will enforce these restrictions to ensure public health and welfare. All water shall be metered by equipment furnished, installed, maintained and owned by the Corporation. The following are prohibited:

- Per TCEQ statutes, no more than one (1) residential, commercial or industrial service connection is allowed per meter. Extension of pipe(s) to transfer water service from one property to another, to share, resell, or submeter to any other persons, dwellings including RVs inhabited over 90 days, businesses, or property, etc., is prohibited.
- No direct connection between the public drinking water supply and a potential source of contamination is permitted. All service connections must have an appropriate reduced pressure-zone backflow prevention assembly in accordance with state regulations.
- No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- No pipe, pipe fitting, solder or flux which contains more than 0.2% lead may be used for the installation or repair of any plumbing providing water for human consumption and connected to the public drinking water supply system.

The Corporation shall notify the Member in writing of prohibited practices identified during the initial or subsequent inspection. The Member shall immediately correct any prohibited practices on their premises.

Member Responsibilities

Member guarantees payment of all rates, fees, and charges for their account(s). Member pledges any and all Membership Fees against any balance they owe the Corporation. Liquidation of Membership Fees to pay outstanding balances will cause discontinuance of service under the terms and conditions of the Corporation’s tariff.

The Member shall install, at their own expense, service lines from the Corporation’s equipment to the point of use. This includes customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation or desired by the Member.

The Member shall, at their expense, properly install, test, and maintain a reduced pressure-zone backflow prevention assembly. Original installation reports, annual testing and maintenance records shall be provided to the Corporation in a timely manner. Failure to comply with this policy shall cause the Corporation to either terminate Member’s service or properly install, test, and maintain an appropriate reduced pressure-zone backflow prevention assembly at the Member’s expense.

The Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks, tampering by other Members of the Corporation, normal failures of the system, or other events, natural or man-made, beyond the Corporation’s control.

The Member agrees that any misrepresentation of the facts by the Member in this agreement and/or non-compliance with the terms of this agreement shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation. Member also confirms that they have received the optional PRV Request form for new services and the BCWSC Meter Set-Up Diagram.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system.

Applicant Member

Date



BENTON CITY WATER SUPPLY CORP.

980 FM 3175
Lytle, Texas 78052
(830)709-3254
bentoncity@tgti.net

PWS: 1630034
CCN: 12578

Partnership

Welcome to Benton City Water. We hope that your experience with Benton City Water is pleasant. We are continuing to ensure the Corporations value and integrity by providing the best customer service to our members by improving the systems accuracy and dependability – to ensure BCWSC members continue to receive the best water available.

Membership

Accounts must be established by the property owner as shown on the Warranty Deed or Deed of Trust. Renters/Others can be added using the Alternate Billing Agreement. The property owner is liable for all charges regardless of having a renter/other listed. Please make sure you keep your account information current.

You will be given an Account Number and Meter (Location) Number when your account is set up. You must have one of these numbers when contacting the office. Please store them in a convenient location, such as your phone.

Billing Process:

The base residential charge is \$27.14 per month plus water usage, if any. If you are using water and are only billed \$27.14, contact us right away. Members are responsible for their usage even if they are not billed for it. Bills are posted by the 18th and mailed by the 20th. If you do not receive your bill by the 4th, please contact the office. ***Failure to receive a bill does not waive due date and penalties.***

Payments are due the 1st of the month. A grace period until the 15th is given. Payments can be made:

- Online – www.BentonCityWater.com
- Mail, In-person or Drop Box – 980 FM 3175, Lytle TX 78052
- Phone – 830-709-3254, Mon-Fri from 8:00 am to 4:30 pm
- Automatic Drafts (checking/savings or credit/debit) – Sign up online or in-person. Payments draft on the 5th or the next business day.

LATE FEES: A \$15 late fee is added to accounts with a past due balance as of 8:00 am on the 16th of the month.

PAST DUE FEES: A \$30.00 past due fee is added to accounts with a past due balance as of 4:30 on the last business day of the month and the account is put on the Lock Out list.

Lock Out Services and Tampering with Water Services

Accounts on the Lock Out list will be locked at the meter. If the past due amount is paid prior to 4:30 pm Monday through Friday, it will be unlocked the same day. *Technicians do not have access to account information and cannot take or verify an after-hours payment. Those meters will remain locked until the following business day.* A \$250.00 Tamper Fee is charged if you remove a lock, shut off device or tamper with the meter in any way to divert or to bypass service.

Account Changes & Cancellation

Changes to your account – Address, phone, email – must be in writing. Name changes must have documentation which varies so please contact the office.

If you sell your property or no longer want/need service, submit a Member Cancellation form available on our website or at the office. This must be submitted in writing either via email, in person or through our website contact page. Please note, you are responsible for all charges until we receive your cancellation or the new owner submits their paperwork.

By signing below you agree that you have read and understood the above billing process.

Member

BCWSC Representative

Date

Date



BENTON CITY WATER SUPPLY CORP.

980 FM 3175

Lytle, Texas 78052

(830)709-3254

bentoncity@tgi.net

PWS: 1630034

CCN: 12578

MEMBER'S NAME: _____

ACCT: _____

MAILING ADDRESS: _____

METER: _____

CITY, STATE ZIP CODE: _____

SERVICES ADDRESS: _____

Re: Request for a Pressure Reducing Valve

This notice is to request that Benton City Water Supply Corporation furnish and install a pressure reducing valve (PRV) at the service location above. This device is provided as a one-time courtesy at no cost to members for new meter installations where the pressure at the connection is over 100 psi. If it is determined that pressure at your location is below 100 psi, we will not install the PRV and you will be notified. It will then be up to you to decide if you want a PRV installed at your expense by a licensed professional or other qualified individual. The state has no high-end pressure requirements for water systems but we must have a pressure higher than 35psi.

You acknowledge that once the PRV is installed, Benton City WSC will not maintain the device. It will become your property and your responsibility to maintain, repair, and/or replace. Benton City WSC's responsibility to own and maintain water supply and metering equipment ends at the meter coupling (located before the Ball Valve). In other words, since the PRV is installed on the member's side of the meter, it is the member's obligation to maintain that device.

The purpose of Benton City WSC is to establish policies covering services, equipment and fees for standard and non-standard water service to its members located within the Corporation's service boundaries. It is Benton City WSC's responsibility to ensure that all of its members are treated fairly and equitably, and without preferential treatment.

Member Acknowledgement

I, the above named member, understand the installation of a pressure reducing valve (PRV) is a one-time option available when the meter is set and that Benton City WSC will furnish and install the device at their expense. I understand that once installed, it becomes my property and I am responsible for its maintenance. I understand that if the pressure is below 100 psi at my location a PRV will not be installed by Benton City WSC, but can be installed at my expense.

Member's Acceptance _____ Date _____



BENTON CITY WATER SUPPLY CORP.

980 FM 3175

Lytle, Texas 78052

(830)709-3254

bentoncity@tgi.net

PWS: 1630034

CCN: 12578

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

[Chapter 182, Subchapter B of the Texas Utilities Code](#) makes confidential a water utility customer’s address, telephone number, account records, social security number,¹ 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, utility customers may elect to authorize disclosure of this information by completing the form at the bottom of this page and returning it to:

Benton City Water Supply Corporation
980 FM 3175
Lytle, Texas 78052

Customers may rescind a request for disclosure by providing submitting a written request to the address above. Your response is not necessary if you wish for your information to remain confidential.

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

Regardless of the confidentiality provision in Utilities Code Sec. 182.052, we must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee’s duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

See Texas Public Information Act, Government Code Sec. 552.147, for limitations on disclosure of Social Security numbers.

Detach and Return This Section

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

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature



BENTON CITY WATER SUPPLY CORP.

980 FM 3175

Lytle, Texas 78052

(830)709-3254

bentoncity@tgti.net

PWS: 1630034

CCN: 12578

**Benton City Water Supply Corporation
Deferred payment agreement**

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service as set forth below:

Member agrees to pay \$ _____ per month, in addition to current monthly water utility service rates, fees, and charges, as set forth in the Corporation’s Tariff, until the account is paid in full. Any fees normally assessed by the corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation’s disconnection procedures as set forth in the Corporation’s Tariff unless other satisfactory arrangements are made by the Member and approved by the Corporation’s authorized representative.

Member

Date

WSC Corporation Official

Title



BENTON CITY WATER SUPPLY CORP.

980 FM 3175

Lytle, Texas 78052

(830)709-3254

bentoncity@tgi.net

PWS: 1630034

CCN: 12578

ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS

MEMBER: _____

METER #: _____

ADDRESS: _____

ACCT #: _____

CITY, STATE ZIP: _____

PHONE NUMBER: _____

I hereby authorize Benton City Water Supply Corporation to send all billings on my account to the person(s) and address below until further written notice:

RENTER'S INFORMATION

Renter's Name: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

I understand that I, as the Member, am responsible for this account and all incurred charges. It is my responsibility to see that this account balance is kept current, as is any other account in the Corporation. I understand that my membership will continue to be in my name, as I am the property owner. This account shall not be reinstated until all debt on the account has been retired.

I also understand that under this agreement that I will be sent a copy of the bill & notice of all delinquencies on this account prior to disconnection of service. A notification fee can be charged to the account in accordance with the provisions of the Corporation's Tariff.

I understand that if I request that my membership be canceled at this location, thereby discontinuing service to an occupied rental property, that the Corporation will provide the above listed person with written notice of disconnection five (5) days prior to the scheduled disconnection date.

Signature _____

Date _____



BENTON CITY WATER SUPPLY CORP.

980 FM 3175

Lytle, Texas 78052

(830)709-3254

bentoncity@tgi.net

PWS: 1630034

CCN: 12578

Payment Arrangements

Date: _____

Member: _____

Account# _____

Location# _____

Phone# _____

Reason: _____

Current Outstanding Balance \$ _____

I promise to pay back this total amount in _____ payments monthly plus my current water bill (all fees apply). The first payment will be _____ for \$_____ and I will make the final payment of this agreement by_____.

If I fail to complete these arrangements, the total amount will be due immediately. I also understand that if the arrangements are not kept BCWSC may disconnect my services for non-payment.

I have read and understand this agreement and voluntarily accept the terms.

Signature

Date



BENTON CITY WATER SUPPLY CORP.

980 FM 3175

Lytle, Texas 78052

(830)709-3254

bentoncity@tgi.net

PWS: 1630034

CCN: 12578

APPLICATION FOR HYDRAULIC INVESTIGATION FOR STANDARD SERVICE

Standard Service Hydraulic investigation is based on the estimated usage for one household. Any other needs will require a Non-Service Hydraulic Investigation. A Hydraulic Investigation and Administrative Fee of \$100.00 per connection is payable in advance is non-refundable. **A copy of the Warranty Deed or Deed of Trust must be included with this application.**

Name

Phone #

Address/Location of Property

Alternate Phone #

City State Zip

Email

The Hydraulic Investigation fee of **\$100.00** for **(1) One connection** is for engineering and administrative cost. Any additional cost will be at the Applicant's expense. This is not a service agreement, only an application for a feasibility study. A time of four weeks should be allowed for engineering work-ups and mailings. The location of connection is subject to approval by the Corporation.

I, the undersigned, attest that the property to which this study is applicable is not part of a division for property.

X _____
Signature

Date

OFFICE USE

Received By: _____

Paid: Cash Check Credit Card

Notified of Results: _____

Via: Email Phone

Emailed to Engineer: _____

Report: Approved
 Rejected
 Additional Info Req.

Comments: _____

SAMPLE

**CUSTOMER NOTICE OF WATER USE RESTRICTIONS
BENTON CITY WSC DROUGHT CONTINGENCY & EMERGENCY WATER
DEMAND MANAGEMENT PLAN**

DATE: _____

TO: Customers of Benton City Water Supply Corporation

FROM: _____, Manager, Benton City WSC

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

Stage ____ allocation restricts your water use as follows:

The Board has authorized those penalties and measures contained in the Corporation's tariff that may be levied against you and placed on your account(s) if you are found violating this allocation. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from this water use restrictions program, please contact us in writing at the address above. A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan is available for review at our business office. A copy may be obtained for standard copying charges.

Thank you for your cooperation.

Corporation Official _____

Title: _____

SAMPLE

**CUSTOMER NOTICE OF FIRST VIOLATION AND PENALTY OF
BENTON CITY WSC DROUGHT CONTINGENCY & EMERGENCY WATER
DEMAND MANAGEMENT PLAN**

DATE: _____

FROM: _____, Corporation Official, Benton City WSC

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

This is the FIRST NOTICE of violation. You are hereby notified of a violation of the Corporation's Notice of Water Use Restrictions sent to all customers on _____ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF WATER USE RESTRICTIONS]). Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of \$ _____, to be received in the Corporation's business office no later than _____ a.m./p.m., _____ 20_____. **Failure to pay this penalty by this date and time will result in disconnection of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You will be assessed an additional, and more severe, penalty for any future violation(s) of the Corporation's Water Use Restrictions following this Notice. Continued violations may result in disconnection of your water service regardless of whether you pay the penalties assessed for these violations.

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

The conservation of our water resources is an important responsibility of all members and customers. We appreciate your cooperation.

Corporation Official _____

Title: _____

SAMPLE

**CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY
OF BENTON CITY WSC DROUGHT CONTINGENCY & EMERGENCY WATER
DEMAND MANAGEMENT PLAN**

DATE: _____

FROM: _____, Corporation Official, BENTON CITY WSC

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

This is the SECOND violation. You were notified of a previous violation on _____ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF VIOLATION]). Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of _____, to be received in the Corporation's business office no later than _____ a.m./p.m., _____ 20_____. **Failure to pay this penalty by this date and time will result in disconnection of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You are directed immediately to restrict your water use as directed in the Corporation's first Notice of Violation. **You will be assessed an additional, and more severe, penalty for any violation(s) of the Corporation's Water Use Restrictions following this Notice.** Continued violations may result in disconnection of your water service regardless of whether you pay the penalties assessed for these violations.

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

The conservation of our water resources is an important responsibility of all members and customers. We appreciate your cooperation.

Corporation Official _____

Title _____

SAMPLE

**CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND PENALTY
OF BENTON CITY WSC DROUGHT CONTINGENCY & EMERGENCY WATER
DEMAND MANAGEMENT PLAN**

DATE: _____

FROM: _____, Corporation Official, BENTON CITYWSC

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

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

The Corporation's previous notice advised you that you would be assessed an additional, and more severe, penalty if the violation continued. This is required under the Corporation's Tariff. Accordingly, you are hereby directed to pay a penalty of _____, to be received in the Corporation's business office no later than _____ a.m./p.m., _____ 20_____. **Failure to pay this penalty by this date and time will result in disconnection of your water service WITHOUT FURTHER NOTICE.** Any reconnection will require payment of the penalty and a charge for the service call to restore service.

In addition, the Corporation may install a flow restricting device, which will limit the amount of water that will flow through your meter. The costs of this procedure will be for the actual work and equipment and shall be paid by the customer. Removal of this device will be considered Meter Tampering and will result in disconnection of service without further notice.

You are once again directed immediately to restrict your water use as directed in the Corporation's first notice to you. You have been directed to do so _____ previously. **Additional penalties will be assessed for additional violations. In addition to these penalties, YOUR WATER SERVICE WILL BE TERMINATED FOR A PERIOD OF THREE (3) DAYS FOR ANY ADDITIONAL VIOLATIONS regardless of whether you pay the penalties assessed for these violations.**

Your prompt attention to this matter will be appreciated by the Benton Water Supply Corporation and its members.

Corporation Official _____

Title _____

SAMPLE

**NOTICE OF DISCONNECTION FOR VIOLATION OF BENTON CITY WSC
DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND
MANAGEMENT PLAN**

DATE: _____

FROM: _____, Corporation Official, _____ WSC

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

There have been repeated violations. You previously have been notified of violations on _____, _____, and _____. Because these violations have continued, and as provided under Section H of the Corporation's Tariff, your water service will be disconnected on _____20_____. Your service will not be restored until _____ and only after payment of all applicable charges, fees for the service call to restore your service and any monthly bills are paid in full.

Additional violations thereafter will result in additional suspensions of your water service.

We regret that your continued violation of the water use restrictions required under the Corporation's Drought Contingency and Emergency Water Demand Plan have led to this action.

Corporation Official _____

Title _____

SAMPLE

**BENTON CITY WSC
NOTICE OF PROHIBITION OF MULTIPLE CONNECTIONS
TO A SINGLE TAP**

DATE: _____

FROM: _____, Corporation Official, BENTON WSC

TO: _____, you are hereby notified that _____ Water Supply Corporation (“Corporation”) has sufficient reason to believe a Multiple Connection exists on your property at _____ in violation of the Corporation’s tariff, Section E Prohibition of Multiple Connections. Pursuant to the tariff, no more than one (1) residential, commercial, or industrial service connection is allowed per meter or sewer tap.

The Corporation shall discontinue service under the Disconnection with Notice provisions of the Corporation’s tariff if the Multiple Connection is not rectified within _____(days or date).

See 16 Texas Administrative Code [\(TAC\) Section 24.169 \(a\)\(4\)](#), and [TAC 290.38\(15\)](#) and [290.44\(d\)\(4\)](#).

Corporation Official _____

Title_____

SAMPLE

**_____ WATER SUPPLY CORPORATION
INSTALLMENT AGREEMENT**

AN AGREEMENT made this _____ day of _____, 20____, between _____ 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).

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

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

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

President, _____ WSC

Sec/Treasurer, _____ WSC

THE STATE OF TEXAS COUNTY OF _____

IN WITNESS WHEREOF the said Member/Applicant has executed this instrument this _____ day of _____, 20____.

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

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

Member/Applicant Signature

Notary Signature

Notary Public in and for _____ County, Texas.

Commission Expires ____/____/____

SAMPLE

**_____ WATER SUPPLY CORPORATION
LINE EXTENSION REIMBURSEMENT AGREEMENT**

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

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

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

_____ Water Supply Corporation

Signed by President

Signed by Applicant

Address

Address

City _____ Zip _____

City _____ Zip _____

Witness _____

Date filed: _____/_____/_____

THE STATE OF TEXAS, COUNTY OF _____

IN WITNESS WHEREOF the said Member/Applicant and President of _____ WSC has executed this instrument this _____ day of _____, 20____. BEFORE ME, the undersigned, a Notary Public in and for _____ County and State of Texas, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

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

Notary Public Signature

Commission Expires

SAMPLE

**_____ WATER SUPPLY CORPORATION
MEMBERSHIP MORTGAGE AGREEMENT**

This agreement hereby verifies that the _____ WSC provides or is able to provide utility service under the terms and conditions of its Tariff to the property so designated in this agreement.

The _____ WSC does meet the service requirements of the Public Utility Commission and Texas Commission on Environmental Quality and currently holds all authorization or certification required.

The Membership available/assigned to this property is transferable to all legally qualifying interests upon compliance with the terms and conditions of the _____ WSC's Tariff, including but not limited to completion of all required forms and applications, payment of all fees, and payment of final account balances.

The _____ WSC shall notify any Loan/Membership guarantor and/or mortgagee by certified mail at least thirty (60) days prior to Membership/Service termination and guarantor/mortgagee hereby guarantees payment of any account balances required to prevent termination of Membership by the _____ WSC.

A guarantor and/or mortgagee shall qualify as a bona fide lien-holder to the Membership by providing a Deed of Trust*, to be hereto affixed, for the real property in question and designated below which clearly defines the guarantor and/or mortgagee as the lien-holder of the Membership and the real property for which Membership was issued. _____ WSC shall notify the entity so designated in the Deed of Trust*.

Legal Description of Property:

Mortgagee (Lien-Holder)

Guarantor (If Applicable)

WSC Representative

Date

Note: * Please attach Deed of Trust or other proof of ownership for permanent record.

SAMPLE

SAMPLE

**_____ WATER SUPPLY CORPORATION
METER TEST AUTHORIZATION AND TEST REPORT**

NAME: _____

ADDRESS: _____

DATE OF REQUEST: _____ PHONE NUMBER (DAY): _____

ACCOUNT NUMBER: _____ METER SERIAL NUMBER: _____

REASONS FOR REQUEST: _____

Members requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. The test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench or on-site with an acceptable certified test meter. Member agrees to pay \$____.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service. In the event that the Member is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Member after the date of the test.

Signed by Member

TEST RESULTS

Low Flow (1/4 GPM)	_____ %	AWWA Standard 97.0 - 103.0 %
Intermediate (2 GPM)	_____ %	AWWA Standard 98.5 - 101.5 %
High Flow (10 GPM)	_____ %	AWWA standard 98.5 - 101.5 %

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

Meter tests accurately; no adjustments due.

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

Meter tests low; no adjustment due.

Test conducted by _____

Approved on _____ by _____

Sample – Returned Check/Draft

September 9, 2024

John Smith
P.O. Box 123
Anytown, Texas 00000

RE: Returned Payment
Account 00000

Mr. Smith,

Your recent payment has been returned unpaid due to the following:

_____ NSF _____ Account Closed _____ Other: _____

A \$30 Returned Item Fee has been added to your account. To avoid service interruptions, we ask that you bring your account current. Payment can be made via the following:

- Online – www.BentonCityWater.com (*credit or debit card*)
- Phone – 830-709-3254 (*credit or debit card*)
- In Person – 980 FM 3175, Lytle TX 78052 (*credit/debit card, cash, money order*)

We appreciate you clearing this matter promptly, as a delay may affect your account with us. Note: any balance not paid by the 15th will have a \$15 late fee added. Balances not paid by the last business day will have a \$30 past due fee added.

BCWSC will submit any unpaid items to the Atascosa County Hot Check Division for further action. If you have questions about this letter, please feel free to contact me.

Sincerely,

Jane Smith
Utility Clerk III

Membership Cancellation Request

FORWARDING ADDRESS

NAME: _____
 ADDRESS: _____
 CITY, STATE, ZIP: _____
 PHONE NUMBER: _____

I, _____, understand that in accepting our membership deposit back from BENTON CITY WATER SUPPLY CORPORATION, we are no longer entitled to service from BENTON CITY WATER SUPPLY CORPORATION. I also understand that it will take about 30 days for my refund. I understand that deposit will be applied to any unpaid balances and the difference will be mailed.

Should we ever want to reapply to BENTON CITY WATER SUPPLY CORPORATION for water service, I understand that I will have to go through the process of applying for new service and will be charged the current price for new service at that time.

LOC # _____ ACCT. # _____

 SIGNATURE

 DATE

 REASON

OFFICE USE ONLY
DATE _____
REFUND CHECK #:
BCWSC:

Sample
Disconnection Letter

September 9, 2024

Jane Smith
P.O. Box 123
Anytown, Texas 12345

RE: Account # 00000 FINAL NOTICE

We are sending this letter to you to obtain payment for your account. Your account has reached the critical stage. **Please pay your past due balance of \$238.78 in full within ten (10) days from the date of this letter.**

If payment is not received within ten (10) days from the date of this letter, the meter will be pulled and your account closed. Any delinquent balance will be turned over to a collection agency.

Please keep in mind, if a meter is needed in the future, a new membership must be established at the re-service price (currently \$700.00) plus any bad debt.

We hope that we can persuade you to bring your account current before your file is forwarded to our legal department. Thank you for your patronage and hopefully you will understand our attempt to keep your account in good standing.

Sincerely,

John Smith
General Manager

Certified Mail

TAMPERING WITH SERVICE CONNECTIONS: Subject to \$250 fee and possible loss of service.
Unauthorized use of services shall be prosecuted to the extent of the law.

SAMPLE
High Balance Letter

September 9, 2024

John Smith
P.O. Box 123
Anytown, Texas 12345

RE: Account # 00000

We are sending this letter to you to obtain payment for your account. Your account has reached the critical stage. **Please pay your past due amount of \$353.23 within ten (10) days from the date of this letter.** Payment can be made via the following:

Online – www.BentonCityWater.com (credit or debit card)

Phone – 830-709-3254 (credit or debit card)

In Person – 980 FM 3175, Lytle TX 78052 (credit/debit card, cash, money order)

We appreciate you clearing this matter promptly, as a delay may affect your account with us. Note: any balance not paid by the last business day of the month is subject to a \$30 past due fee.

We hope that we can persuade you to bring your account current before your file is forwarded to our legal department. Thank you for your patronage and hopefully you will understand our attempt to keep your account in good standing.

Sincerely,

Jane Smith
Utility Clerk III

*TAMPERING WITH SERVICE CONNECTIONS: Subject to \$250 fee and possible loss of service.
Unauthorized use of services shall be prosecuted to the extent of the law.*

SAMPLE

**BENTON CITY WATER SUPPLY CORPORATION
NOTICE TO OWNER OF RENTAL PROPERTY PAST DUE ACCOUNT**

You are hereby given notice as per the Alternate Billing Agreement on your account # _____ that your renter/lessee is past due on this account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and utility service is scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern reconnection of service. A fee of \$____.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to the member. If you have any questions concerning the status of this account, please do not hesitate to call our office at _____.

Corporation Official _____

Title _____

Alternate Billing Account Name _____

Address _____

Account # _____

Amount Due Including Service Charges _____

Final Due Date _____

SAMPLE
BENTON CITY WSC
MEMBERSHIP TERMINATION AND LIQUIDATION NOTICE

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED TERMINATION:

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

Corporation Official

Title

**SAMPLE
BENTON CITY WATER SUPPLY CORPORATION**

**APPLICANT’S NOTICE OF INSUFFICIENT INFORMATION OF A TEMPORARY
OR IMPROPERLY TRANSFERRED SERVICE**

TO: _____

ACCOUNT NUMBER: _____

DATE: _____

DATE OF SCHEDULED DISCONNECTION: _____

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

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

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

Corporation Official

Title



**Texas Commission on Environmental Quality
Customer Service Inspection Certificate
Form TCEQ-20699 - Instructions**

General Instructions:

The purpose of form TCEQ-20699 is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per *Title 30 of the Texas Administrative Code*

[\(30 TAC\) 290.46\(j\)\(4\)](#). The form can be completed one of two ways:

1. The form can be printed and completed manually, or;
2. The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.).
The yellow areas on the form can be completed electronically.

NOTE: The form is intended to be completed on-site while the inspection is occurring. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.

The form must be printed and signed by the Inspector that performed the work. The hardcopy original or a copy must be provided to the Public Water System (PWS) for record keeping purposes as specified in [30 TAC §290.46\(f\)\(3\)\(E\)\(iv\)](#).

Specific Instructions:

Please follow these instructions when completing Form [TCEQ-20699](#):

1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an “X” in the box.
2. Remarks: The “Remarks” section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.
3. Due to there being three (3) different licensed individuals that can fill out this form: TCEQ Licensed Customer Service Inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement. Please provide your title.

*Please keep in mind this TCEQ form is updated
regularly, please visit
https://www.tceq.texas.gov/search_forms.html
to ensure you are using the correct form.

Texas Commission on Environmental Quality

Customer Service Inspection Certificate

Name of PWS:			
PWS ID #:			
Location of Service:			
Reason for Inspection:			
New construction			<input type="checkbox"/>
Existing service where contaminant hazards are suspected			<input type="checkbox"/>
Material improvement, correction or expansion of distribution facilities			<input type="checkbox"/>

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

Compliance	Noncompliance		
<input type="checkbox"/>	<input type="checkbox"/>	(1)	No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
<input type="checkbox"/>	<input type="checkbox"/>	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
<input type="checkbox"/>	<input type="checkbox"/>	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
<input type="checkbox"/>	<input type="checkbox"/>	(5)	Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(6)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

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

Service lines:	Lead <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder:	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

Remarks:			

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name (Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	/

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with [30 TAC § 290.44\(h\)/290.46\(j\)](#).

SECTION J.
BCWSC FORMS
Nonstandard

NONSTANDARD SERVICE AGREEMENT

THE STATE OF TEXAS
COUNTY OF ATASCOSA

THIS AGREEMENT is made and entered into by and between _____, hereinafter referred to as the “Developer” and Benton City Water Supply Corporation, hereinafter referred to as the “WSC”.

WHEREAS, the Developer is engaged in developing that certain _____ acres of land in _____ County, Texas, called or to be called the _____ Subdivision, a legal description of the land being attached as Exhibit A and a location map being attached as Exhibit B, said land being hereinafter referred to as “Property”; and

WHEREAS, the WSC 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, the Developer has requested the WSC to provide such water service to the dwelling unit connections within the Property through an expansion and extension of the WSC’s water system, such expansion and extension being described in the engineering report attached as Exhibit C and such extension hereinafter referred to as “the Extension”; and

WHEREAS, in order for the WSC to provide water service to all of the Property, regulatory approvals by the Public Utility Commission of Texas (the “PUCT”) are required and the special conditions to this Agreement set forth below address the process and the payment of the costs for obtaining those approvals.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENT:

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, the Developer and the WSC agree as follows:

1. Engineering and Design of the Extension.
 - a. The Extension shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the WSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by the WSC’s Consulting Engineer prior to the start of any work on the Extension. After such approval of the plans and specifications by the WSC’s Consulting Engineer, the plans, and specifications shall become part of this Agreement by reference and shall more particularly define the “Extension”.
 - b. The Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development of the Property provided to the WSC by the Developer in the Engineering Report. The Extension will be designed to provide at least thirty-five (35) PSI under normal operating conditions. The design and construction of the Extension shall include the installation of the service lateral (and related fittings) and meter box for each lot, in accordance with the WSC’s standard details.
 - c. The WSC may require the Extension to be oversized in anticipation of the needs. If the Developer is the party that installs that portion of the Extension that the WSC has requested

to be oversized, the WSC will pay Developer all incremental increases in costs relating to such oversizing, such as the larger standard size diameter pipe, but excluding engineering fees. Such payment shall be due sixty (60) days following dedication of the oversized portion of the Extension improvements to the WSC. For purposes of determining the incremental increase in costs due from the WSC to Developer due to any oversizing required by the WSC, the engineers for the WSC and the Developer will attempt to mutually agree on such cost amounts. In the event such engineers are unable to agree, they shall agree upon and appoint a third party engineer to resolve their disagreement, and the decision by such third party engineer shall be final, but the final amount may not be lower than the amount proposed by the Developer's engineer or higher than the amount proposed by the WSC's engineer. If the WSC requires such oversizing to be done to serve other persons developing subdivisions who have signed contracts with the WSC, the WSC shall require such other persons to cost/share or reimburse the Developer based upon the proportionate share of all costs, not just the incremental costs of the oversizing. In lieu of WSC paying for such oversizing, Developer may choose to pay the costs of the oversizing and in that event, the WSC will enter into an agreement with Developer which provides that the WSC will collect from subsequent user(s) an amount sufficient to reimburse Developer for the cost of the oversizing, but a proportionate share of the cost of the oversized facility required to serve the Property, such proportionate share to be determined by the WSC's engineer. In the event of a dispute regarding the amount to be paid for oversizing, or reimbursed for the oversizing, required to serve other persons with developments with signed service contracts with the WSC, the WSC's engineer shall make the final determination and the determination shall be binding.

- d. If Developer chooses to have an engineer selected by the Developer to design the Extension, or any part of the Extension, the Developer shall comply with the Corporation's Developer Design/Construct policy, a copy of which has been provided to the Developer and incorporated into this Agreement as if set forth verbatim herein.

2. Required Easements or Right-of-Ways

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

3. Construction of the Extension.

- a. The Developer shall cause the Extension to be constructed by a contractor acceptable to the WSC in accordance with the approved plans and specifications. The WSC shall have the right to inspect all phases of the construction of the Extension. Developer must give written notice to the WSC of the date on which construction is scheduled to begin so that the WSC may assign an inspector. The WSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

The Contractor shall warranty the work and material for a term of 12 months after substantial completion of the Extension.

- b. The contractor(s) constructing or installing the Extension shall execute performance and payment bonds for the total projected cost of the contractor(s)' portion of the work and the performance bond shall include the 12 month warranty on the work and material, and shall provide insurance for the typical coverage for the work being performed, such insurance naming the Developer and WSC as additional insured for the work performed by the contractor on the Extension.
- c. If Developer chooses to have one or more contractors selected by the Developer to construct the Extension, or any part of the Extension, the Developer shall comply with the Corporation's Developer Design/Construct policy, a copy of which has been provided to the Developer and incorporated into this Agreement as if set forth verbatim herein.

4. Dedication of Extension to the WSC.

Upon proper completion of construction of the Extension and final inspection and testing thereof by the WSC, the Extension shall be dedicated to the WSC by an appropriate legal

instrument approved by the WSC's attorney. The Extension shall thereafter be owned and maintained by the WSC, subject to the Contractor's warranty obligations.

5. Cost of the Extension.

- a. Developer shall pay all costs associated with the Extension as a contribution in aid of construction, including without limitation the cost of the following:
 - 1. engineering and design;
 - 2. easements or right-of-ways acquisition;
 - 3. construction;
 - 4. inspection;
 - 5. engineering and attorney's fees and expenses;
 - 6. governmental or regulatory approvals required to lawfully provide service;
 - 7. procurement of water allotments.
- b. Developer shall indemnify the WSC and hold the WSC harmless from all of the foregoing costs.
- c. Provided, however, nothing herein shall be construed as obligating the Developer to maintain the Extension subsequent to its dedication and acceptance for maintenance by the WSC.

6. Service from the Extension

- a. After proper completion and dedication of the Extension to the WSC and payment by the Developer of all costs in accordance with this Agreement, the WSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of the WSC and the payment of the following:
 1. All standard rates, fees, and charges as reflected in the WSC's approved policy;
 2. Any applicable impact fees adopted by the WSC;
 3. Any applicable reserved service charges adopted by the WSC.

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

- c. Unless the prior approval of the WSC is obtained, the Developer shall not:
 1. Construct or install additional water lines or facilities to service areas outside the Property;
 2. Add any additional water lines or facilities to service areas outside the Property.
 3. Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

- d. Nothing in this Agreement is intended to grant, nor shall any provision be interpreted to grant, Developer or any WSC customer located within the Property any preferential right to service or preferential fees in relation to other similarly situated customers of the WSC. The WSC's tariff and policies for service shall apply to all service offered or provided by WSC within the Property.

7. Special Conditions.

WSC and Developer agree that the following special conditions shall apply and in the event of any inconsistency between these special conditions and the other parts of this Agreement, these special conditions shall apply.

- a. In addition to the Extension and rights of way for the extension, Developer shall dedicate and convey the following rights to WSC prior to the WSC's acceptance of the Extension for ownership and operation: 12 month warranty period on all work and materials

- b. To the extent of any conflict between the terms of this agreement and the WSC's tariff in effect on the date this agreement is approved by the WSC, the WSC's tariff shall apply.

- c. In order for the WSC to reserve capacity within the WSC's system to serve the connections within Developer's Property, Developer will pay the WSC the following payments:
 1. Payment to be made in an amount equal to the total of the following components:
 - (a) Contribution in aid of construction for Developer's proportionate share of the costs for the upgrade of the existing WSC water distribution system improvements, such

amount being \$ _____ for _____ connections to reserve water capacity.

- (b) Payment of legal fees and engineering fees incurred by the WSC to date relating to Developer's service requests in an amount invoiced; and
2. Within thirty (30) days following the date that (i) the "on-site" Water System Extension within a particular phase (or portion of a phase) within the Property is substantially complete, and (ii) the WSC's engineer has issued written final approval of the construction of such phase or portion of a phase, and (iii) such phase or portion of a phase has been dedicated to the WSC, including, but not limited to the transfer of title to the WSC of same, a lump sum meter fee payment shall be made to the WSC in the amount of \$ _____ for each of the single family residential meters to be served by such phase or portion of a phase of the Extension.
 3. A monthly reserve fee of \$27.14 plus water usage, per the WSC's rate chart, will be due on each meter, billed monthly per Section F 6J of the WSC tariff. A \$15.00 late charge per meter will be assessed for any payment not received by the 15th of the month due. This monthly fee will continue for each unsold lot. Once each lot is sold, Developer will send a Member Cancellation Form in accordance with the Corporation's policies. Developer is responsible for all accounts in their name until the Member Cancellation Form is received or the service is transferred.
 4. In the event Developer does not pay the lump sum payment set forth in Paragraph 7(c)1[b] above to the WSC within the above-described time, and such failure to pay continues for a period of thirty (30) days following delivery of written notice to Developer that it has failed to pay, the WSC may unilaterally terminate this agreement without liability to Developer and this Agreement will be null and void.
- d. Developer shall convey groundwater rights to Corporation as required by the Corporation's Service Policy prior to the Developer's conveyance of any interest in the Property to any person. The conveyance shall be in the form acceptable to the Corporation's legal counsel.
8. General Provisions.
- a. Effect of Force Majeure. In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement (other than Developer's obligations to pay costs as described in this Agreement), in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbance, 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, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbance, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failures of water supply, and any other inability 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 of 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.

- b. 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 WSC shall be addressed:

Benton City Water Supply Corporation
980 FM 3175
Lytle, Texas 78052

Any notice mailed to the Developer shall be addressed:

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

- c. Severability. The provisions of this agreement are severable, and if any work, 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 circumstance shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.
- d. 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; provided, however, Developer's request for service and the WSC's tariff in effect on the date this Agreement is approved are incorporated by reference into this agreement for all intents and purposes.
- e. Amendments. No amendments 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 Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.
- f. 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 Atascosa County, Texas.

- g. Venue. Venue for any suit arising hereunder shall be in Atascosa County, Texas.
- h. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.
- i. Assignability. The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the WSC.

9. Effective Date and term.

This Agreement shall be effective from and after the date of the execution by all parties. This agreement shall expire and be null and void if work on the Extension does not begin within twenty-four months after approval of this Agreement and shall be in effect for a term ending four years and one day after Developer fully performs the obligations under this Agreement; provided, however, if any claim or suit is filed relating to this Agreement or the Extension prior to the termination of this Agreement, this Agreement shall continue in effect until such claim or suit is finally resolved.

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.

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

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

EQUIPMENT AND LINE DEDICATION AGREEMENT

I, _____, duly authorized to sign on behalf of _____ (Developer), having complied with the Benton City Water Supply Corporation's Non-Standard Service Requirements Policy, do hereby dedicate, transfer and assign to the Benton City Water Supply Corporation all rights and privileges to and ownership of said equipment and or line(s) installed as a condition of service being described in the Non-Standard Service Agreement dated _____ between the Corporation and Developer, including any amendments thereto.

The Benton City Water Supply Corporation, through its designated representative, has inspected the installation of said equipment and/or line(s) and received completed as-built plans from the developer accepts the equipment and or line(s).

The Developer assigns the warranty of all equipment and/or line(s), including work and materials conveyed to Benton City Water Supply Corporation or bond for said repairs for a period of 12 months.

This agreement entered into on the ____ day of _____ in the year of _____.

Signature

Signature

Printed Name

Printed Name

Title

Title

THE STATE OF TEXAS
COUNTY OF _____

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

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

Signature of Notary Public

**AGREEMENT TO PROVIDE FILL FOR CERTAIN FIRE APPARATUS
IN DESIGNATED AREAS**

STATE OF TEXAS

_____ COUNTY

This Agreement (“Agreement”) is executed by and between _____ Volunteer Fire Department (“Department”), an emergency service organization, and _____ Water Supply Corporation (“Corporation”), a nonprofit water supply corporation organized and operating under the provisions of [Texas Water Code Chapter 67](#), and the Texas Business Organizations Code for the purposes and consideration set forth herein.

RECITALS

WHEREAS Department is a volunteer fire department organized and operating within the meaning of [Texas Civil Practice & Remedies Code Section 78.101\(2\)](#); and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of [Chapter 67](#), Texas Water Code and the Nonprofit Corporation Act, and furnishes a water supply in _____ County and specifically in the area described in Public Utility Commission (“PUC”) Certificate of Convenience and Necessity No. _____; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Corporation’s tariff expressly provides that Corporation does not provide fire flow and does not provide or imply that fire protection is available on any of Corporation’s distribution system; and

WHEREAS Corporation is willing to assist Department by making water available for the purpose of filling Department’s pump trucks (“pump and fill” purposes) without making any guarantee to Department or to any third party that water or pressure adequate for pump and fill purposes will be available at any time or under any circumstance; and

WHEREAS Department desires to utilize Corporation’s water supply for pump and fill purposes within the area described herein and under the conditions set forth herein;

NOW, THEREFORE, Department and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by [Section 67.0105\(c\)](#), Texas Water Code:

PARTIES

1.1 This Agreement is entered into by and between _____ Volunteer Fire Department, domiciled and conducting business in _____ County, Texas, and _____ Water Supply Corporation, domiciled and conducting business in _____ County, Texas.

1.2 Corporation and Department are authorized to enter into this Agreement pursuant to Texas Water Code Section [67.0105](#).

PROVISION OF FILL WATER

2.1 Corporation will make available to Department the use of certain flush hydrant facilities located on water transmission lines operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of “Fire Pump and Fill Facilities” (“Map”) which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department will use only those facilities installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 Corporation will install or maintain pump and fill facilities solely within Corporation’s discretion, and the Department has no responsibility for installation or maintenance of such facilities.

2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of 35 pounds per square inch (“psi”) during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Department will notify Corporation prior to use of any designated pump and fill facility to the extent Department reasonably is able to do so by calling the Corporation’s management. The Corporation acknowledges that in the event of emergencies, it may not be feasible for the Department to provide prior notice, in which case notification shall be provided as soon as practicable.

2.6 No obligation other than the duties set forth in this Agreement are recognized nor are any obligations or duties to be implied under this Agreement. No duty or obligation on the part of Corporation to provide fire flow or a supply of water under any minimum pressure or for any length of time may be implied under the provisions of this agreement.

2.7 The duties set forth under this Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.8 The Department will supply a monthly water usage to the Corporation for the sole purpose of assisting Corporation in accounting for Corporation’s Water Supply.

2.9 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of “free” water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

COMPENSATION

3.1 Department will not be charged for use of Corporation’s water supply for pump and fill for fire suppression purposes. Department will be charged for water used for any other purpose.

TERMINATION OF AGREEMENT

4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether any such obligation is express or implied.

MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

The address for the Corporation for all purposes under this Agreement shall be:

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

_____ Water Supply Corporation _____ Volunteer Fire Department

By: _____
Title: _____
Attest: _____
Date: _____

By: _____
Title: _____
Attest: _____
Date: _____

SAMPLE

AGREEMENT TO PROVIDE FIREFLOW IN DESIGNATED AREAS

STATE OF TEXAS

_____ COUNTY

This Agreement (“Agreement”) is executed by and between _____ Volunteer Fire Department (“Department”), an emergency service organization, and _____ Water Supply Corporation (“Corporation”), a nonprofit water supply corporation organized and operating under the provisions of [Chapter 67, Texas Water Code](#), for the purposes and consideration set forth herein.

I. RECITALS

WHEREAS Department is a volunteer fire department organized and operating within the meaning of [Section 78.101\(2\), Civil Practice & Remedies Code](#); and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of [Chapter 67, Texas Water Code](#), and furnishes a water supply in _____ County and specifically in the area described in Public Utility Commission (“PUC”) Certificate of Convenience and Necessity No. _____; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Department desires to utilize Corporation’s water supply for fire suppression purposes within the area [through the facilities] and under the conditions set forth herein;

NOW, THEREFORE, Department and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by [Section 67.0105\(c\), Texas Water Code](#):

I. PARTIES

1.1 This Agreement is entered into by and between _____ Volunteer Fire Department, domiciled and conducting business in _____ County, Texas, and _____ Water Supply Corporation, domiciled and conducting business in _____ County, Texas.

1.2 Corporation and Department are authorized to enter into this Agreement pursuant to Section [67.0105, Texas Water Code](#).

II. PROVISION OF FIREFLOW

2.1 Corporation will make available to Department the use of fire hydrants located on water transmission facilities operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of “Fire Flow Facilities” (“Map”) which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department will use only those fire hydrants installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 Corporation will install fire hydrants that are compatible with Department’s fire suppression vehicles and equipment, and Department will review and approve the selection of fire hydrants prior to Corporation’s installation.

2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of 35 pounds per square inch (“psi”) during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Corporation will notify Department prior to any interruption in water flow through the transmission facilities (or as soon as Corporation is aware of any interruption due to unforeseen circumstances).

2.6 Department will notify Corporation prior to use of any fire hydrant to the extent Department reasonably is able to do so. Corporation acknowledges that in the event of emergencies, it may not be feasible for Department to provide prior notice, in which case notification shall be provided as soon as practicable.

2.7 No obligation other than the duties set forth in this Section II of the Agreement are recognized nor are any obligations or duties to be implied under this Agreement.

2.8 The duties set forth under this Section II of the Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.9 The Department will supply a monthly water usage to the Corporation for the sole purpose of figuring the Corporation’s water loss.

2.10 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of “free” water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

III. COMPENSATION

3.1 Department will not be charged for use of Corporation’s water supply for fire suppression purposes. Department will be charged for water used for any other purpose.

IV. TERMINATION OF AGREEMENT

4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether such obligation(s) is express or implied.

V. MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

The address for the Corporation for all purposes under this Agreement shall be:

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

_____ Water Supply Corporation _____ Volunteer Fire Department

By: _____
Title: _____
Attest: _____
Date: _____

By: _____
Title: _____
Attest: _____
Date: _____

SAMPLE**NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF _____ WATER SUPPLY CORPORATION**

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

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

Applicable elements of the Subdivision include:

Evaluation by _____ Water Supply Corporation of the impact a proposed subdivision service extension will make on _____ Water Supply Corporation’s water supply/sewer service system and payment of the costs for this evaluation;

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

Payment of fees for reserving water supply/sewer capacity;

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

Payment of costs of any improvements to _____ Water Supply Corporation’s system that are necessary to provide the water/sewer service;

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

_____ Water Supply Corporation’s tariff and a map showing _____ Water Supply Corporation’s service area may be reviewed at _____ Water Supply Corporation’s offices, at [insert address of the water supply corporation/special utility district]; the tariff/policy and service area map also are filed of record at the Public Utility Commission in Austin, Texas and may be reviewed by contacting the PUC, Central Records at 512-936-7180 for assistance

SECTION K.
MISCELLANEOUS

SAMPLE

EASEMENT DENIAL LETTER AND AFFIDAVIT

Date

(Name of Property Owner
Property Owner’s Address)

VIA: First Class Mail and Certified Mail, Return Receipt Requested No. _____

Dear _____:

_____ Water Supply Corporation (Corporation) has requested an easement for a water/sewer distribution system across your property. To date, you have not provided such easement. It is now necessary that the requested easement be granted or refused by you, and the Corporation is asking that you do so within thirty (30) days after receipt of this letter. A copy of the requested easement is enclosed with this letter.

If the Corporation does not receive a completed easement within the 30 days specified, the Corporation will consider this failure to be a denial of easement on your part and the Corporation will complete and sign a copy of this letter to be retained in the Corporation’s records for future water/sewer service to your property.

If, at some future time you (or another owner of your property or any portion of your property) requests water/sewer service, the Corporation will require an easement before water/sewer service will be provided, as authorized by [Section 49.218\(d\) - \(f\) of the Texas Water Code](#). At that time, and in addition to other costs required for water/sewer service, the Corporation will require payment of all reasonable costs for relocation or construction of the water/sewer distribution system along the easement that will be provided. (The Corporation’s Engineer estimates this cost to be _____, as reflected in the attached document. This cost could be greater in the future.) You may wish to consult your attorney as to whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.

If you need any clarification on this matter or wish to discuss any aspects of the enclosed easement, please contact our office: [office address, phone number].

We appreciate your attention to this matter.

Sincerely,

[appropriate signature]

SAMPLE

ACKNOWLEDGEMENT OF REFUSAL

I, _____, hereby refuse to provide the easement requested by _____ Water Supply Corporation for authority to construct/operate a water/sewer distribution system across my property.

AFFIDAVIT

Being duly sworn upon my oath, I hereby certify that this is a true copy of the Easement Denial Letter and attached easement sent by certified mail to _____ on _____, and a signed receipt verifying delivery and acceptance is attached to this Affidavit **[ALTERNATIVE: and the return noting refusal to accept or verify delivery is attached to this Affidavit]**. This Affidavit will be maintained as a part of the records of _____ Water Supply Corporation. I further certify that a signed easement or signed Acknowledgement of Refusal was not received within thirty days following receipt by _____. I further attest that the Corporation's engineer has provided _____ a current estimate of the cost (copy attached) for replacing/constructing the water/sewer distribution system within the requested easement with notice that the cost may increase in the future.

[Name]

[Position with Corporation]

Date: _____

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT was acknowledged before me on _____, 20____, by _____.

(SEAL)

Notary Public, _____ County, Texas
My Commission Expires: _____.

SAMPLE

RELEASE OF EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF _____ §

_____ WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code (“_____ WSC”), is the legal and equitable owner and holder of the easement described and recorded in Volume _____, Page _____ of the _____ County Deed Records (the "Easement"), covering the real property described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”).

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, _____ WSC hereby RELEASES and DISCHARGES the Property from the rights, titles and interests covering such Property held by _____ WSC by virtue of the Easement and hereby RELEASES and TERMINATES the Easement to the extent it covers the Property. This Release of Easement shall in no way obligate nor require _____ WSC to physically remove the waterlines or pipelines currently located in the Property pursuant to the Easement.

EXECUTED as of the _____ day of _____, 20__.

_____ WATER SUPPLY CORPORATION
(A Texas water supply corporation)

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, the _____ of _____ WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code, on behalf of said water supply corporation.

[SEAL]

Notary Public, State of Texas

SAMPLE

EXHIBIT "A"

THE PROPERTY

After recording, return to:
(owner's name and address)

Texas Commission on Environmental Quality

Sample
SANITARY CONTROL EASEMENT

DATE: _____, 2 _____

GRANTOR(S):

GRANTOR(S) _____

ADDRESS: _____

GRANTEE: _____

GRANTEE _____

ADDRESS: _____

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drain fields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood -treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4, and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are

those wells which do not meet the surface and subsurface construction standards for a public water supply well.

3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is described in the documents recorded at: Volume ____, Pages ____ of the Real Property Records of _____ County, Texas.

PROPERTY SUBJECT TO
EASEMENT:

All of that area within a 150 foot radius of the water well located __feet at a radial of degrees from the _____ corner of Lot _____, of a Subdivision of Record in Book _____, Page _____ of the County Plat Records, _____ County, Texas.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR(S)

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on the day of _____, 20_____, personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Notary Public in and for
THE STATE OF TEXAS
My Commission Expires:

Type or Printed Name of Notary

Commission Expires

Recorded in _____ Courthouse, _____ Texas on _____ 20____.

TARIFF FILING INSTRUCTIONS AND SAMPLE LETTER

INSTRUCTIONS

Under [PUC Rule 22.71\(c\)\(5\)\(D\)](#) you need to file two paper copies of your tariff. One copy (not the original) should be unbound and numbered from start to finish per [PUC Rule 16 TAC §22.72\(g\)\(2\)](#).

All filings regardless of their size and number of copies must be sent to the following address for processing per [PUC Rule 16 TAC §22.71\(b\)](#):

Mailing Address:

Public Utility Commission of Texas
Central Records
1701 N Congress P.O. Box 13326
Austin, Texas 78711-3326

Shipping / Overnight Delivery Address:

Public Utility Commission of Texas
Central Records
1701 N Congress, Suite 8-100
Austin, Texas 78701

Any filing consisting of 10 pages or larger must be filed electronically per [PUC Rule 16 TAC §22.72\(h\)](#). The following link will take you to the webpages for electronic filing interface and instructions: <http://www.puc.texas.gov/industry/filings/Default.aspx>

SAMPLE LETTER

Date

Public Utility Commission of Texas
Central Records
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

Re: Tariff for _____ WSC, CCN No. _____, in _____ County

Dear Tariff Clerk:

Pursuant to [Texas Water Code Section 13.136\(c\)](#) and [16 TAC Section 24.25\(j\)](#), enclosed is one copy of the *(new tariff/revisions to our existing tariff)* for _____ Water Supply Corporation provided for informational purposes.

(list in detail what tariff pages are being amended)

Sincerely,

Name
Water System

SAMPLE

_____ WATER SUPPLY CORPORATION NOTICE OF RATE INCREASE

The _____ Water Supply Corporation ("Corporation") Board of Directors held a public meeting on _____ (date) and voted to increase the monthly rates for water/sewer service for all members. (Insert reason for rate increase including measures the Corporation took to justify the increase such as rate analysis, etc.)

The new rates will take effect 30 days after this board decision, on _____(date) and the new monthly rates will begin starting with the _____(month) billing. The rate changes are as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	NEW MONTHLY BASE RATE	CURRENT MONTHLY BASE RATE
5/8" X 3/4"	1.0	\$_____.00	\$_____.00
3/4"	1.5	\$_____.00	\$_____.00
1"	2.5	\$_____.00	\$_____.00
1 1/2"	5.0	\$_____.00	\$_____.00
2"	8.0	\$_____.00	\$_____.00
3" DISP.	9.0	\$_____.00	\$_____.00
3" CMPD.	16.0	\$_____.00	\$_____.00
3" TURB.	17.5	\$_____.00	\$_____.00
4" CMPD.	25.0	\$_____.00	\$_____.00
4" TURB.	30.0	\$_____.00	\$_____.00
6" CMPD.	50.0	\$_____.00	\$_____.00
6" TURB.	62.5	\$_____.00	\$_____.00
8" CMPD.	80.0	\$_____.00	\$_____.00

Water Gallonage charge	NEW MONTHLY	CURRENT MONTHLY
\$ __.00 per __,000 gallons for 0 to __,000 gallons	\$____.00	\$____.00
\$ __.00 per __,000 gallons for __,000 gallons to __,000 gallons	\$____.00	\$____.00
\$ __.00 per __,000 gallons for __,000 gallons and over	\$____.00	\$____.00

Sewer rate	NEW MONTHLY	CURRENT MONTHLY
	\$_____.00	\$_____.00

For more information about the rate increase, please contact the Corporation at XXX-XXX-XXXX or in person at our main office XXX Street, _____.

CALCULATION OF THE AVERAGE NET EQUITY BUY IN FEE OF A SAMPLE UTILITY

Meaningful determination of the Average Net Equity Buy-In Fee is achieved only when the following conditions are met in calculation of the fee:

1. An accurate accounting of the fixed and cash assets of the utility should be maintained, preferably by a Certified Public Accountant; and
2. All funds obtained as an Equity Buy-In Fee or other similar funds which are to be used for future capital expenditures should be maintained in a separate fund and ear-marked for this purpose. This amount should not include the Membership Reserve or debt reserves;
3. A realistic depreciation schedule should be maintained for each asset item based on its anticipated useful life rather than on the life of the debt incurred to pay for the asset; and
4. An actual count should be retained of existing and terminated accounts for which capital contributions have been received, but not to include Membership transfers. This count shall be the number of Contributing Members on which the average is taken in calculation of the Net Equity Buy-In Fee.

EXAMPLE:

Fixed Assets of the Corporation.....	\$3,000,000.00
Minus (-) Accumulated Depreciation.....	\$750,000.00
Minus (-) Outstanding Corporation Debt Principle	\$800,000.00
Equals (=) Corporation Equity	\$1,450,000.00
Minus (-) Developer's Capital Contribution	\$57,000.00
Minus (-) Grants Received.....	\$500,000.00
Total Number of Members / Customers Equals (=) Net Equity Buy In fee	\$893,000.00

(Note: The water and/or sewer fee for an oversized or Master Metered Account shall be based on multiples of meter size equivalence.)

Average Net Equity per 2,000 Contributing Members	\$446.50
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**TRWA RECOMMENDED 5/8" X 3/4" METER EQUIVALENTS BASED ON
AWWA SPECIFICATIONS AND DESIGN CRITERIA**

METER SIZE	RECOMMENDED CONTINUOUS RATE OF FLOW	RESIDENTIAL METER EQUIVALENTS
5/8" X 3/4"	10.0 GPM	1.00
3/4"	15.0 GPM	1.50
1"	25.0 GPM	2.50
1 1/2"	50.0 GPM	5.00
2"	80.0 GPM	8.00
3" DISP.	90.0 GPM	9.00
3" CMPD	160.0 GPM	16.00
3" TURB.	175.0 GPM	17.50
4" CMPD	250.0 GPM	25.00
4" TURB.	300.0 GPM	30.00
6" CMPD	500.0 GPM	50.00
6" TURB.	625.0 GPM	62.50
8" CMPD	800.0 GPM	80.00
10" CMPD	1,150.0 GPM	115.00

The water and/or sewer fee for an oversized or Master Metered Account shall be based on multiples of meter size equivalence.

NOTE: ALTHOUGH AWWA DOES NOT RECOMMEND A CONTINUOUS FLOW OF GREATER THAN 50 PERCENT FOR DISPLACEMENT AND MULTIJET METERS, METER EQUIVALENTS ARE CALCULATED ON A PROPORTIONAL BASIS AND REMAIN THE SAME REGARDLESS OF ALLOWABLE RATES.

SAMPLE

VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES

_____ WSC POLICY ON VOLUNTARY CONTRIBUTIONS
ON BEHALF OF EMERGENCY SERVICES

The corporation shall, as part of its billing process, collect from its customers a voluntary contribution, including a voluntary membership or subscription fee on behalf of a volunteer fire department or an emergency medical service.

The corporation shall provide each customer at the time that the customer first subscribes to the water or sewer service, and at least annually thereafter, a written statement:

- (1) Describing the procedure by which the customer may make a contribution with the customer's bill payment;
- (2) designating the volunteer fire department(s) or emergency medical service(s) to which the corporation will deliver the contribution;
- (3) informing the customer that a contribution is voluntary; and
- (4) describing the deductibility status of the contribution under federal income tax law.

All billing by the corporation shall clearly state that the contribution is voluntary and that it may be deducted from the billed amount.

The corporation shall promptly deliver contributions that it collects under this section to the designated volunteer fire department(s) or emergency medical service(s), except that the corporation may keep from the contributions an amount equal to the lesser of:

- (1) The corporation's expenses in administering the contribution program; or
- (2) five percent of the amount collected as contributions.

SAMPLE NOTICE TO CUSTOMERS

The _____ WSC is offering each customer the opportunity to make a voluntary contribution to the local volunteer fire department(s) and/or emergency medical service(s). The \$____.00 contribution amount should be added to each remittance of the monthly base rate.

These voluntary contributions will be sent to the following volunteer fire department(s) and or emergency service(s): **(List all applicable recipients)**

Examples include:

- Alert Volunteer Fire Department
- South Side Volunteer Fire Department
- Alert Emergency Rescue Service

This voluntary contribution may be deductible under the Federal Income Tax Law.

For a complete copy of the Corporation's Voluntary Contribution Policy, please make request at the Corporation's office at (address of the office), by phone _____, Corporation's website _____, or by facsimile _____.

SAMPLE LANGUAGE FOR BILLING CARD

Each customer has the right to deduct the \$____.00 contribution from the final amount stated on this water bill.

OR– Each customer has the right to contribute any dollar amount as a voluntary contribution for local emergency services.