



S.S. Water Supply Corporation Tariff

Revised March, 2020

**Supplying the water needs of the rural
community.**

*A non-profit, member-owned water supply corporation
chartered in the State of Texas since 1971*

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SECTION A. RESOLUTIONS

THE BOARD OF DIRECTORS OF S.S. WATER SUPPLY CORPORATION ESTABLISHES THAT

1. This Tariff of S.S. Water Supply Corporation, serving in Wilson County, Texas, consisting of Sections A through J and forms inclusive, is adopted and enacted as the current regulations and policies effective as of March 9th, 2020.
2. Only those pre-existing written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.
3. The adoption (or revisions) of this Tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation. The Secretary of the Corporation shall maintain the original copy as approved and clearly exhibit all additions, deletions, and amendments separately.
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 in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code.
7. When approved, this Tariff will take effect immediately, and supersede all previous Tariff versions issued by the Corporation.

PASSED and APPROVED this 9th day of March, 2020.

John Larrison, President
Secretary/Treasurer
S.S. Water Supply Corporation

Charles Rice,

S.S. Water Supply Corporation

SECTION B. STATEMENTS

1. *Statement of Organization.*

- a. The S.S. Water Supply Corporation is a member-owned, non-profit corporation incorporated pursuant to the Water Supply/Sewer Service Corporation Act, Article 1434a, Tex. Rev. Civ. Stat. (West 1980, Vernon Supp. 1996 as amended) and as supplemented by the Texas Non-Profit Corporation Act, Texas Revised Civil Statutes Annotated, Article 1396-1.01, et seq. (West 1980, Vernon Supp. 1996 as amended) for the purpose of furnishing potable water and or sewer service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.
- b. The Corporation was formed for the purpose of furnishing potable water supply to individuals residing in the rural communities primarily within Wilson County, Texas, pursuant to water quality standards set by the Texas Department of Health, a section of the Texas Commission on Environmental Quality (TCEQ). Corporation operating policies, rates, Tariffs and regulations are formulated and effected by a Board of Directors elected by the Members of the Corporation in accordance with the Corporation's By-Laws.
- c. Loans for initial expansions were secured through the Farmers Home Administration. Since February, 1990, the Corporation has secured necessary funding utilizing loans from the Guadalupe Valley Development Corporation (GVDC). As of this writing, all outstanding loans have been repaid.
- d. The Corporation's current service area encompasses over 155 square miles, and incorporates over three hundred miles of water mains.

2. *Corporation Bylaws.* The Corporation has adopted By-Laws which establish the makeup of the Board of Directors, establishes the Membership, voting rights, and among other things provides for annual, regular, and special meetings, provides for reserve accounts, and establishes the rights of the Members and other important provisions regarding the operating structure of the Corporation. These By-Laws, as amended from time to time, are on file for inspection in the Corporation's office.

3. *Statement of Tariff.* This Tariff is a statement of policy by the Board of Directors pertaining to the Corporation's rates, charges, and service rules. The Tariff is intended to define the service relationship between the Corporation and its Members. The Tariff describes rates and charges, the manner in which service is extended and provided, rules for termination of service, emergency rationing procedures and other policies relating to the Corporation's service practices. The Tariff and any changes thereto must be approved by the Board of Directors as a

statement of policy. The Tariff is intended to be used to resolve complaints and disputes on rates, charges, and service in a consistent and fair manner. It is also intended to maintain consistency as boards and managers change.

4. ***Statement of Non-Discrimination Policy.*** Membership in the S.S. Water Supply 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.
5. ***Statement of Fire Protection Responsibility.*** Fire hydrants installed within the Corporation's distribution system, if and when provided, will be at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet fire flow requirements of local, county, state or federal government agencies. Fire hydrants paid for by individuals or groups of individuals and donated to the Corporation for county volunteer fire department use shall remain in place for such use as "refill only" of fire trucks. Any individual or group of individuals desiring a fire hydrant at a particular location may obtain one as long as line size is six (6) inches or larger, and they pay the cost of the materials necessary to do the job. The Corporation will install the fire hydrant and cover labor charges in conjunction with the fire hydrant installation. The Corporation reserves the right to remove any fire 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 individuals or groups contributing to the fire system. The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.
6. ***Policy and Rule Application.*** The rules and regulations specified herein apply to the water services furnished by S.S. Water Supply Corporation, also referred to as Corporation, S.S., SS WSC, SSWSC, or another descriptor adopted or used by the Corporation to describe itself. Failure on the part of the member, consumer, or applicant to observe these rules and regulations of the Corporation, after due notice of such failure, automatically gives the Corporation the authority to deny or discontinue the furnishing of service as provided herein and as may be amended from time to time by the Board of Directors of the Corporation.
7. ***Damage Liability.*** The Corporation is not liable for damages caused by service interruptions, events beyond its control, acts of God, nor normal system failures. The limit of liability of the SSWSC is the extent of the cost of the service provided. By acceptance of Membership, Member consents to waiver of such liability.
8. ***Information Disclosure.*** The records of the Corporation shall be kept in the Corporation office located in Wilson County, 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. **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.**

An individual customer may request in writing that their name, address, telephone number, or social security number be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or political subdivision of the state acting in an official capacity, or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the corporation's members. The Corporation shall give its applicants and customer notice of rights to confidentiality under this policy and all prevailing associated fees for such request. Corporation records may, upon request, be examined by any member or non-member of the Corporation. The records may not be removed from the Corporation's office, and the Corporation staff reserves the right to legal counsel prior to disclosure. A reasonable charge will be assessed to anyone requesting copies of records.

9. ***Plumbing Standards.*** In accordance with Sections 290.46 of the Texas Rules and Regulations for Public Water Systems, the Corporation adopts the Uniform Plumbing Code as guidance in the design, installation, and maintenance of plumbing systems and service facilities connecting or connected to the utility's water facilities, to the extent appropriate under the applicable statutes and regulations for public water utility systems. Any Member may be required to retrofit plumbing systems and service facilities as determined to be necessary by the Corporation for purposes of compliance with the Uniform Plumbing Code.
10. ***Customer Notice Provisions.*** The Corporation shall give written notice of monthly rate changes by mail or hand-delivery to all Members/customers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
11. ***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 Assistant General Manager, General 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 President of the Board of Directors shall review the request and determine the best means by which the complaint shall be resolved.
 - d. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
 - e. The president shall further determine a reasonable time and place of all the hearings, but not later than forty-five (45) days of the date or receipt of the letter of complaint
 - f. The Board of Directors, any committee thereof, and/or legal counsel shall hear the complaint as directed by the Board.
 - g. Any hearings by the committees or staff delegated to hear complaints shall report its recommendation to the full Board for a decision by the Board.
 - h. The Board of Directors shall act upon the information available and direct the President or other representative to respond to the complaint by communicating the Board's decision in writing.
 - i. 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.

12. *Sub-metering.* Sub-metering is prohibited. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, property, etc. is prohibited, and Members in violation of these provisions are subject to action under the appropriate provisions of this Tariff.

13. *Main and Service Line Relocation.* Any and all expense and charges incurred as a result of any relocation of water mains, services, valves and/or associated equipment, necessitated by an individual, group of individuals, subdivision, home or property owners association, company, organization, business, or other entity's plans or proposals, to construct, widen, change or modify, in any way, any road, street, lane, thoroughfare, right of way, building or structure, shall be assessed to the party or parties requesting, instigating, or proposing changes. The cost of the relocation will be determined by the Corporation Engineer and will include engineering fees, material cost, installation labor and taxes. The relocation will be accomplished so as to prevent or minimize, as much as possible, the loss of service to any individual or group of individuals. The cost will be based on replacements of like (same size) materials. The Corporation reserves the right to upgrade line sizes at their discretion, and will pay the difference between the cost of the original and the upgrade. The total cost of the relocation, without upgrades, will be divided by the number or property owners affected by the proposal, or the number of like lots on the subdivision plat, whichever is applicable, as decided by the Board of Directors; the resulting sum of which will be assessed to each lot. In cases where an individual owns multiple affected lots, the assessment will still apply to each like lot as platted. Method and terms of payment will be determined by the Board of Directors and based on each case. Refusal to pay the assessment could result in a lien against the property in the amount of the assessment, plus legal and any other fees incurred as a result of the refusal to pay.

14. *Customer Service Inspections.* The Corporation requires that a Customer Service Inspection certification be completed prior to providing continuous water service to new construction, and for all new Members as part of the activation of standard and some non-standard service(s). Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contamination hazards exist, or after any material improvement, correction or addition to the Member's water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contamination hazards and illegal lead materials (30 TAC 290.46 j.).

15. *Prohibition Against 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

ANY OFFICE referred to in this document by title means the person employed or appointed by the Corporation in that position, or their duly authorized representative.

DEFINITIONS NOT EXPRESSLY PRESCRIBED HEREIN are to be constructed in accordance with customary usage in utility operations and engineering practices.

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

Active Connection – Water connections currently being used to provide retail water or sewer service, or wholesale service.

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

AWWA – American Water Works Association. All materials, including chemicals, must be AWWA approved, and so stamped, to be used on or in the preparation of potable water for public consumption.

Base Rate – 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 or Board – The governing body elected by the Members of the SS Water Supply Corporation that is vested with the management of the affairs of the Corporation. (Section 22.001(1), Texas Business Organizations Code)

Bulk Water – Any water usage on a temporary basis by a business or an individual.

By-laws – The rules pertaining to the governing of the SS Water Supply Corporation as adopted by the Board of Directors and approved by the Membership. (Section 22.001(2), Texas Business Organizations Code)

Capital Improvement Fee – Each Applicant for service requiring a new system connection shall be required to achieve parity with contributions already made by current Members towards the construction and/or maintenance of the Corporation's assets related to capacity. This fee shall be assessed prior to providing or reserving service for non-standard 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.

Certificate of Convenience and Necessity (CCN) – The authorization granted by the Texas Commission on Environmental Quality under Chapter 13, Subchapter G of the Texas Water Code for S.S. Water Supply Corporation to provide water utility service within a defined territory. SS Water Supply Corporation has been issued **Certificate Number 11489**. Territory defined in the CCN shall be the Certificated Service Area (Section D; Certificated Service Area Map).

Corporation – The S.S. Water Supply Corporation, County of Wilson, State of Texas.

Delinquent Accounts – Past due accounts receivable.

Developer – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests two (2) or more 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 – discontinuance of water service by the Corporation to a Member/Customer.

Easement – A private, perpetual, dedicated right-of-way on property which allows access by the Corporation or its agents 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. A minimum easement will be fifteen (15) feet parallel to the front, back and sides of the property lines.

Eligibility – Legal qualifications of an Applicant.

Engineer – A person duly authorized and properly registered under the provisions of the Texas Engineering Registration Act to practice the profession of engineering.

Equity Buy-In Fee – Each Applicant shall be required to achieve parity with existing Members. This fee shall be assessed prior to providing or reserving service on a per-service unit basis for each tap/lot, and shall be assigned and restricted to the tap/lot for which service has been requested.

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

awaiting final approval pending execution of agreement for service by the Corporation.

Flag Lot – Pertaining to proposed Subdivisions. Property that is subdivided and/or platted in such manner that the main body of each parcel is not fronting a main road and with access to each parcel by way of a long narrow extension or right of way for access to a street.

Guadalupe Valley Development Corporation – Subsidiary of Guadalupe Valley Electric Cooperative, developed to provide financial assistance.

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

Inactive Connection – Water connections tapped to the applicant's utility and that are not currently receiving service from the utility

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 – The cost of materials, labor, and equipment that the Corporation incurs when installing a residential meter on an existing main, on the same side of the road as the main exists. (Installation of a residential meter on the opposite side of the road requires an additional fee for crossing the road).

Line Extension – Any lengthening or upsizing of water lines and/or equipment that will support capacity and sustainability requirements mandated by regulatory agencies and the Corporation's minimum service standards, and/or required to enable requested service.

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

Lot – An undivided tract or parcel of land having access to or frontage on a public street or road, and which is or in the future may be offered for sale, conveyance, transfer or improvement; which is designated as a distinct and separate tract; and which is designated as a tract, lot number or symbol in a duly approved subdivision plat which has been properly filed on record with the appropriate public authorities.

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 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. The Member shall be qualified for service and have been certified as a member in accordance with the Corporation's Tariff. (Texas

Water Code Section 13.002(11), Texas Water Code Section 67.016(d)).

Membership – A right of participation purchased from the Corporation evidencing a Member's interest in the Corporation (Texas Business Organizations Code, Sections 22.151(c)).

Membership Fee – A fee qualified as such under the terms of the Tariff and the By-laws 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. (16 TAC Section 24.3(26) Definitions, Texas Water Code Section 13.043(g))

Membership Transferee – An Applicant receiving a S.S. Water Supply Corporation Membership Certificate and the right to water utility service, formerly held by another member.

Membership Transferor – A Member who transfers Membership Certificate and rights to water utility service back to SSWSC to be ultimately transferred to a Transferee.

Meter – An instrument and attached devices used to measure the volume of water.

Meter Testing – Checking the accuracy of a meter.

Multiple Connection – More than one connection to one meter. This would mean a connection to more than one residence or business (Prohibited by State Law; see Section E).

Non-Standard Service Extension Processing Fee – A fee paid to the Corporation by a potential developer or sub-divider to cover administrative costs, engineering and legal fees associated with the new development. The amount of the initial portion of this fee is based on the number of lots proposed by the Sub-developer. Any portion of this fee that is not used will be returned to the Developer, and any additional cost will be billed to the developer.

Non-Standard Size Meter – A water meter with a larger than five-eighths (5/8) inch inlet and outlet.

Plat- A complete and exact plan for the subdivision of a tract of land into lots for building purposes which, if approved, may be submitted to the County Clerk for recording.

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

Pressure Regulator – A device used to regulate water pressure.

Proof of Ownership – For the purpose of this Tariff, applicants for service and membership shall provide proof of ownership of the real estate to be served by deed of

trust, warranty deed, or other recorded documentation. (Texas Property Code, Title 3, Chapter 12, Section 12.001 and 12.0011)

Regular Office Hours – Currently Monday through Friday, 9:00 a.m. to 5:00 p.m., except for legal or posted holidays. Corporation Management reserves the right to change posted Office Hours with posted notice.

Renter – 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, but where the membership fee has been liquidated and now requires the fitting of a metering device into an existing setting, and possibly requiring modifications to the setting in order to restore service. Cost of such re-servicing shall be based on justifiable or reasonable expenses to the Corporation for restoration of service.

Restore Service – To re-establish a disconnected service.

RV Park – A facility established for the parking of Recreational Vehicles and provides water and electric utility hook-up, waste management and disposal.

Service – The actual delivery of water to the customer and includes acts done, rendered, or performed in the delivery of water by the Corporation.

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 Availability Charge (also known as “Minimum Monthly Charge,” “Minimum,” or the “Base Rate”) – The monthly charge assessed each Member/Customer for the opportunity to receive service. The Service Availability Charge is a fixed rate based upon the meter, service size, or equivalent dwelling unit(s).

Service Classification – A type of service which warrants a specific charge for service based on certain criteria such as usage, meter size, demand, application type, etc., as determined by the Corporation upon evaluation of the service requirement of the Applicant or Member.

Service Extension – Agreements and service procedures for subdivisions, additions to subdivisions, or developments where service to more than one tract is required.

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

Service Unit – The base unit of service used in facilities design and rate making. For the purposes of this Tariff, a service unit is a 5/8” X 3/4” water meter. Sewer facilities are designed and service rates are based on the basis of population served, or demand.

Standard Size Meter- A meter with a five-eighths (5/8) inch inlet and outlet.

Subdivide – To divide the surface area of land into lots or tracts. (Texas Local Government Code Section 232.021(11) Definitions, Texas Water Code Section 13.2502(e)(1)).

Subdivider – An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (Texas Local Government Code Section 232.021(12) Definitions)

Subdivision – A division of any tract of land situated within or outside corporate limits in two or more parts for the purpose of laying out any subdivision of any tract of land or any addition of any town or city, or for laying out suburban lots or building lots, or any lots and streets, alleys, or parts or other portions intended for public use or the use of purchasers or owners of lots fronting thereon or adjacent thereto. Subdivision includes re-subdivision, but it does not include the division of land for agricultural purposes in parcels or tracts of five acres or more and not involving any new streets, alleys or easement of access.

Subdivision Capital Recovery Fee – An upfront fee collected from a Developer prior to establishing a new subdivision within S. S. Water Supply Corporation's CCN. This fee is calculated by multiplying the Capital Improvement Fee by the number of approved and platted lots in the new subdivision.

Surrendered Membership – A Membership in which service has been discontinued upon request of the Member, and all indebtedness due to the Corporation has been paid in full.

Tariff – The operating policies, service rules, service extension policy, service rates, water use restriction policies, sample application packet, and other miscellaneous transaction forms and addenda 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 Texas Public Utilities Commission (PUC).

Temporary Service – The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent, such as agricultural, road construction, drilling, livestock, etc. The Board will set the length of time associated with this classification. This classification will change to permanent service after all applicable requirements are met.

Terminated Membership – A membership which has been terminated by the Board of Directors either upon request of the Member, upon liquidation of the Membership Fee, or any violation of this Tariff.

Texas Commission On Environmental Quality (TCEQ) – The state regulatory agency having jurisdiction of water and sewer service utilities.

Transferee – An Applicant receiving an SSWSC Membership by legal means from a person or entity desiring to forfeit and transfer current rights of Membership to another person or entity (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 or sewer service based on actual or estimated usage:

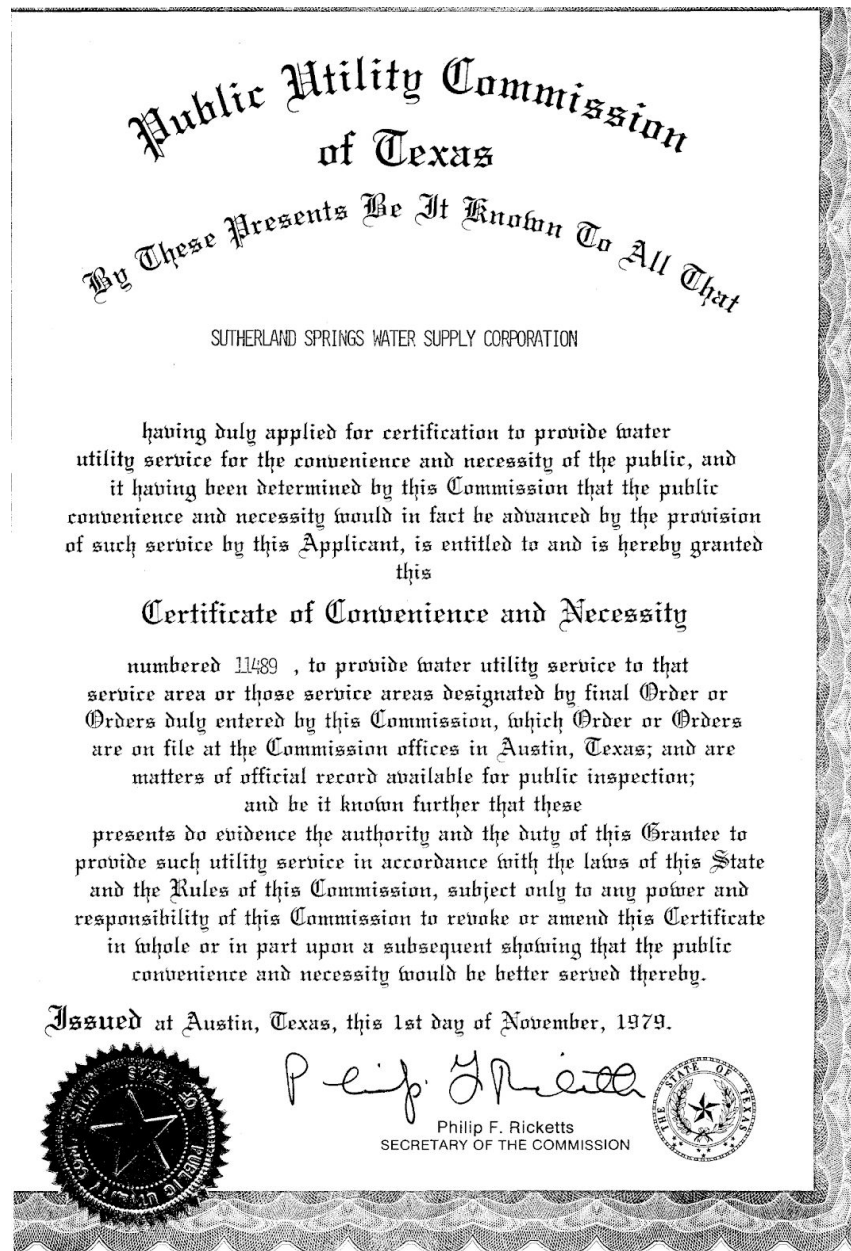
1. **Actual Usage** – Amount billed or to be collected based on actual meter reading.
2. **Estimated Usage** – Amount billed or to be collected based on either the member's historical average usage for the prior month or for the same month of the prior year where date is available. (PUC Rules 16 TAC §24.87(i) regarding estimated bills.)

Utility Easement – A permanent interest in land granted to the Corporation for installing or maintaining utilities across, over and under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said utilities, equipment, and/or facilities.

Water Conservation Penalty – A penalty that may be assessed under Section H of this Tariff to enforce Member/Customer member water conservation practices during normal operations, drought contingencies, or emergency water demand circumstances (Texas Water Code Section 67.011 (b)).

SECTION D: GEOGRAPHIC AREA SERVED

It is the responsibility of the Corporation to properly file a map showing its service area with the PUC and to file for any changes in that service area. The Commission's official service map will serve as documentation in the event of future disputes over service areas. SS Water Supply Corporation has filed a map and a description of that map with the Wilson County Clerk's Office, in Volume 1381, Pages 487-493.



CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) #11489

This certificate is issued under Application No. 11489 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.

November 1, 1979

Certificate Holder:

Name: S.S. Water Supply Corporation

Address: 10393 US HWY 87 W, La Vernia, TX 78121

General Description and Location of Service Area: A complete legal description can be found on file with the County Clerk in the Wilson County Courthouse, Document #20070018545, Volume 1381, and Pages 487-493. Summary below:

The area covered by this certificate is located approximately 0 miles east of downtown Stockdale, Texas, and is generally bounded on the north by County Road 434; on the east by County Road 458; on the south by County Road 230; and on the west by the San Antonio River. The total area includes approximately 151,457 acres.

Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map, WRS-255, maintained in the offices of the Public Utility Commission, 701 N. Congress Avenue, PO Box 13326, Austin, TX 78711-3326 with all attendant privileges and obligations.



SECTION E. SERVICE RULES AND REGULATIONS

1. Service Entitlement. The Applicant(s) shall be considered fully qualified and entitled to water utility service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed by this Tariff. (16 Texas Administrative Code, 24.85, A))

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

a. **Standard Service Requirements.** The Corporation's Standard Service Application and Agreement Form shall be completed in full and signed by all parties whose name(s) appear on the instrument provided to the Corporation showing proof of ownership. Applicants will provide proof of identity in the form of a United States Federal or State-issued credential, Internal Revenue Service Tax Identification number, or a current Passport, and an easement granting the Corporation access to the applicant's property. When applicable, any other person sharing an ownership interest in and receiving service at the property shall sign the Service Application and Agreement Form along with the original applicant; however, even if the spouse or partner 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 that account.

****NOTE:** Standard Service is defined as a service on a specific property designated to receive service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4" or 3/4" sized water meter services set on existing pipelines or 4" gravity sewer taps, pressure collection facilities installed or connected to collection lines no more than five feet in depth.

b. **Non-Standard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account, or addition(s) to the supply, storage, distribution, or collection system. The service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service.

****NOTE:** A five (5) percent service charge shall be added to any fees assessed as part of the Non-standard Service Application process for which the Applicant chooses to pay with a credit card or other financial instrument for which the Corporation

may incur a processing fee.

c. Standard Service requirements shall be as follows:

- 1) A Right-of-Way Easement form, Sanitary Easement, or other such Easement forms, approved by the Corporation, must be completed by the land owner for the purpose of allowing maintenance, future extensions, or facility additions to improve and/or provide service to future applicants.

****NOTE:** This requirement may be delayed for Non-Standard Service requests.

- 2) 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, legal description of real estate parcel, or other recordable documentation of title to the real estate designated to receive service (Texas Water Code Sections 67.016 (e); 13.002 (11)).
- 3) All Service Applications approved and cost of Service Fees quoted by the Corporation shall stand approved at quoted cost for a period not to exceed thirty (30) days. After thirty (30) days, each Applicant shall re-apply for service under the terms of this Tariff.
- 4) If the water main has been located in the public right-of-way (ROW) and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant easement required under this Tariff while also paying any fees normally required for new customer service. In addition to the normally required fees for service, the Applicant shall pay such sums as are necessary for the removal of the water main from the public right-of-way and for reinstallation onto the Applicant's property. The Corporation shall retain the right to delay relocation of existing facilities onto Applicant's private easement.
- 5) Upon request of the property owner or owner's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment home, manufactured home rental community, multiple use facility, or condominium on which construction begins unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of individual meters. The Corporation shall be entitled to the recoupment of costs, including the costs of individual meter installations, as provided in Section G. The cost of individual meter installation shall be prepaid by the property owner, as well as the cost of any additional facilities or supply

occasioned by the total water 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.

- 6) 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 unless a waiver is granted by the Corporation's General Manager (16 TAC 24.81(a)(1)).

3. **Ownership of equipment.** All water meters, service taps, valves, equipment, and any materials required to provide water service to the point of customer connection is and will remain the property of the Corporation upon installation, and shall only be maintained by authorized water system personnel, or personnel authorized to perform maintenance on behalf of the Corporation. Members shall not be entitled to recoup any costs incurred on their part to provide or extend service to meter(s) on Member property.

4. **Activation of Standard Service:**

- a. **New Tap** – All fees will be quoted after a service investigation has been conducted by the Corporation. Capital Improvement fees, membership fees, installation fees, easement fees, pressure regulators, back flow valves, shut off valves and road crossing fees shall be due and payable before service is connected. Road bores and line extensions are to be paid before service is connected based on an estimate. After completion, an additional billing or credit will be issued to meet the cost of the job. All fees except the membership fee are non-refundable.
- 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, seasonal reconnect fees, additional costs necessary to restore service, and any debt owed to the Corporation if the applicant is the person or inherited family member who previously incurred those charges.
- c. **Performance of Work** – All tap and equipment installations specified by the Corporation shall be completed by Corporation staff or designated representative(s) after all application requirements have been met. Standard service requests shall be completed within five (5) working days whenever practicable, but not later than 10 working days. This time may be extended for installation of equipment for Non-Standard Service Request (16 TAC 24.85(a)(4); see Section F).
- d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to ensure compliance with state-required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality, or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved backflow prevention device(s) required by the Corporation (30 TAC 290.46(j)); Service

Application and Agreement), and/or correct any cross-connection hazard(s) to the water system that may be found as defined per state regulations (30 TCEQ §30.87).

5. Activation of Non-Standard Service:

- a. Activation of Non-Standard Service shall be conducted as prescribed by the terms of Section F of this Tariff.
- b. Re-Service – The same terms, which apply under the Activation of Standard Service Sub-Section on Re-Servicing in this Section, shall be applied to Non-Standard Re-Service requests.

6. 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 Disconnection with Notice Provisions of this Tariff.

7. Membership.

- c. **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. Receipt of payment for service does not guarantee service, and should service be denied a full refund will be made to the Applicant.
- d. **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. The Membership entitles the Member to one (1) vote in the election of directors, and in other matters requiring the approval of the Corporation's Members or 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; Art.1434, Vernon's Texas Civil Statutes).
 - i. NOTE (1): In the event the Corporation is conducting a Potential Member Survey to gauge the interest in future service expansions under applicable guidelines, 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 (upon issuance of a Membership) if service is ultimately received or reserved by the Applicant as a result of the planned service expansion. 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 project start or end.

- ii. 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.

e. Transfers of Membership (Texas Water Code Section 67.016).

- 1) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:
 - i. The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
 - ii. The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
 - iii. The Membership is transferred without compensation or by sale to the Corporation; or
 - iv. The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.
 - v. The membership is transferred by death to the surviving spouse even if a will is not in evidence.
 - vi. Community property or estate settlements will be transferred at no charge.
- 2) In the event that Membership is transferred pursuant to the provisions of this Tariff, 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 10 of this Section.
- 3) Qualifications for service upon transfer of Membership set forth in this Tariff 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:
 - i. The Transferee has completed the required Application Packet including granting the Corporation a private utility easement on the form provided by the Corporation;
 - ii. The membership has not been fully or partially liquidated and all

- indebtedness to the Corporation has been paid, and
- iii. 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's 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 discretion of Management or the Board.
- f. **Cancellation of Membership** – To keep a Membership in good standing, a Base Rate or minimum charge must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership through completion and submission of a Service Discontinuance Request Form to the Corporation, prior to termination of service (See Section J, Sample Corporate Forms). However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at the property where service is being terminated shall be extended on an as-available basis, and subject to the terms of the Activation of Standard Service of this Tariff.
- g. **Liquidation Due to Delinquency** – When an account is delinquent for at least (7) seven days, the meter will be locked. If the account is not settled, the Membership shall be canceled and the Membership Fee liquidated at the next Regular Board Meeting. 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 members Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given. The Corporation shall collect any remaining account balances through appropriate means. Reinstatement of service shall be subject to the Activation of Service terms of this Tariff. If there is any portion of the Membership Fee left after all balances due the Corporation have been paid, a refund will be made to the canceled Member.
- h. **Cancellation Due to Policy Non-Compliance** – The Corporation may cancel a Membership anytime a Member fails to comply with the policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property, or proof of the right to possess, from which the Membership arose (Texas Water Code Section 67.016).

- i. **Re-assignment of Canceled Membership.** 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 Application for Membership. 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 the current membership fee set forth in this Tariff and Application for Membership. 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.
- j. **Mortgaging of Memberships.** Nothing herein shall preclude a Member from mortgaging his Membership(s). However, the holder of any security interest (mortgage/lien holder) must be notified of account status of satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement (See Misc. Transaction Forms). Prior to the cancellation of any Membership as provided for in this Tariff, 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 obligation(s), and further provided 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 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 Dissolution of Joint Tenancy)** – The Corporation shall transfer the membership to a spouse (or joint tenant) 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) requesting transfer, such as final divorce decree, temporary court order, 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.

7. Applicant's or Transferee's Recourse. In the event the Corporation refuses to serve an Applicant under the provisions of these rules, the Corporation must notify the Applicant, in writing, of the basis for its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.

8. Owners and Renters. Any Member having complied with the requirements of this Tariff, or who is 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 owner of the property as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall be required to sign an Alternate Billing Agreement if the owner requests that the tenant be billed for utility service. (see Section J). The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter's past due payment status. Such notification will be subject to a service charge.

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

9. 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 water service has been requested;
- e. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property when there is reason to believe that a hazardous condition may exist for which access is necessary to verify;
 - f. 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;
 - g. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which water service has been requested;
 - h. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided;
 - i. Any lot or excess escape acreage tract where access to the lot or tract is restricted/limited by means of an Ingress/Egress Easement or private roadway only, and as such does not conform to roadway requirements as defined in the Wilson County Subdivision and Development Rules and Regulations, and as such has not been dedicated to the County. EXCEPTIONS: metered water service may be provided in individual cases to properly approved and platted lots or tracts where a pre-existing S.S. Water Supply Corporation distribution line was installed, and was/is currently providing residential water service to above-defined deeded lots or tracts prior to February 8, 1999, and the maximum number of service connections has not been attained. Line upgrades or extensions to existing distribution mains as defined above will not be completed to bring new metered water service to any existing lot or tract regardless of the date on the recorded plat;
 - j. Failure of Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code;
 - k. 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.

12. 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.

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

- a. Failure to pay a bill to correct previous under-billing due to

- misapplication of rates more than six (6) months prior to the date of application;
- b. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, or services such as communication service, unless the member has first been notified and been afforded reasonable opportunity to comply with said rules;
 - c. Failure to pay a bill of another Member as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service;
 - d. Delinquency in payment for service by a previous occupant of the premises to be served;
 - e. Failure to pay for materials or charges for non-utility service provided by the Corporation.
 - f. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.
 - g. Failure to comply with regulations or rules for anything other than the type of utility service specifically requested including failure to comply with septic tank regulations.

14. Deferred Payment Agreement.

- a. Water Billing – 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 and approved by the Board of Directors or Designee, including any Late Penalty Fees or Interest on the monthly balance to be determined as per the agreement.
- b. Installation, Road Bore, Line Extension – The Corporation may offer a Deferred Payment Plan to a Member who cannot pay the balance in full and is willing to pay the amount in reasonable installments as determined by the Corporation and approved by the Board of Directors. This Deferred Payment period will not exceed twenty-four (24) months and is contingent upon the Member obtaining proof of loan denial from his/her lending institution. If the Deferred Payment is approved by the Board of Directors, there will be a monthly administrative fee of five dollars (\$5) assessed as long as there is a balance remaining.
- c. Capital Improvement Fee – The Corporation may offer a Deferred Payment Plan to a Member who cannot pay the full amount of the Capital Improvement Fee, and is willing to pay the balance in reasonable installments as determined and approved by the Board of Directors. This Deferred Payment will not exceed twenty-four (24) months, and is contingent upon the Member obtaining proof of loan denial from his/her lending institution. If approved by the Board, there will be a monthly administrative fee of five dollars (\$5) assessed as long as there is a balance remaining.

15. Charge Distribution and Payment Application.

- a. **Service Availability Charge.** This is defined as the minimum monthly charge, which is applied from the first day of the month to the last day of the month. Charges shall be prorated for meter installations and service terminations that fall during the calendar month. Billings for this amount shall be mailed on or about the **28th** of the month after the month for which this charge is due. All services shall be subject to this charge, whether or not the service is in use by the Member.
- b. **Gallonge Charge.** This 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, designated representatives, wirelessly, or via other means as approved by the Corporation.
- c. **Posting of Payments.** All payments shall be posted against previous balances and late fees prior to posting against current billings.
- d. **Forms of Payment.** The Corporation will accept the following forms of payment: cash, personal check, cashier's check, money order, credit card, automatic debit on customer's bank account, or draft on a bank. The Corporation will not accept two-party checks, paychecks, 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 will not assess credit card processing fees to those customers who pay in person at the Corporation's Office.
- e. **Monthly Billings.** All payments for monthly billings may be paid as follows:
 - i. Hand-carried to the Corporate Office during regular office hours, or left in the Office Night Drop after hours, on weekends, and on holidays.
 - ii. Mailed to the Corporation's mailing address
 - iii. Paid through a Member's personal banking institution through the use of electronic bill payment options
 - iv. Paid through the creation of an online payment profile with S.S. Water Supply Corporation online bill pay system and using automatic or manually submitted payments funded with credit/debit cards or checking accounts
 - v. Paid by phone through the use of an authorized, automated phone payment line with a credit card, debit card, or checking account.

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

- a. The Corporation shall mail all bills on or before the **28th** of the month preceding the

month in which bills are due. All bills are considered the responsibility of each person signing the Service Application and Agreement Form. All bills shall be due by the 10th of the month and payable upon receipt. Bills are considered past due beyond the past due date indicated on the bill, 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 (Texas Government Code 2251.021). A bill is also considered delinquent if any portion of that bill is unpaid. Payments made by mail will be considered late if postmarked after the past due date on the bill. 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, mass casualty, act of God, or other incident that impacts Member property or interrupts the management, distribution, and operation of the system.
- c. Upon written request, any residential customers 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive an extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 15-day payment period, for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings (Texas Utilities Code Sections 182.001 - 182.005). If this request originates from a tenant at a rental property, the owner/member will be notified in writing of any extension request.
- d. All checks returned for insufficient funds, closed accounts, money orders that have had a "stop payment order" issued, or any other defective instrument used for payment of a water bill will result in the account being deemed delinquent as if no payment was received, the defective instrument being banned from use by that Member/customer for payment of future bills for ninety (90) days, and the meter being subject to disconnection with notice on the regular disconnection day.

17. Insufficient or Non-Negotiable Checks.

- a. If the Corporation receives a check returned by a bank that will not clear for any reason, for payment on an account, the customer will pay a Check Return Fee and the Corporation shall accept only cash, credit card, money orders, or cashier's check as payment for any services for a period of ninety (90) days.

- b. If the Corporation receives a second check by a bank that will not clear for any reason in a 12-month period, the Corporation shall accept only cash, credit card, money orders, or cashier's check for payment of any services for a period of one (1) year.
- c. If the Corporation receives a check on a delinquent account (meaning the check was mailed or presented to the Corporation after the due date) and the check will not clear a bank for any reason, the Corporation will: (1) make an immediate attempt to notify the customer by phone and (2) If the customer cannot be contacted by phone, a notice will be posted at the residence. If payment in full is not received in the Corporation's office by 8 a.m. the following morning in cash, credit card, money order, or cashier's check, the account will be considered as not paid by cutoff date, and the meter will be locked at that time. If the account is still not paid by the next regularly scheduled Board of Directors meeting, the membership will be presented to the Directors for cancelation consideration.

18. Rules for Disconnection of Service. 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 provided the Corporation has given the Member notice of said failure(s) within a timeframe specified by the Corporation after notification.
 - i. Returned Checks – If the Corporation receives a non-negotiable instrument for payment on an account that is NOT classified as delinquent at the time of receipt, the Corporation shall mail a notice requiring redemption of the returned instrument within ten (10) days from the date of the mailed notice. Redemption shall be made by cash, credit card, money order, or cashier's check. If payment is not received within ten (10) specified days, the account will be considered delinquent and the provisions of Section 17(c) shall apply. 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. Failure to meet these terms shall initiate disconnection of service. Any such instruments returned as insufficient or non-negotiable for any reason over two (2) billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation, and shall be placed on a "cash-only" basis for a period of 12 months.
 - 1. ****NOTE:** The term "cash only" is defined as a bank-certified check or sight draft, a money order, or cash.

- ii. 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;
- iii. Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others, or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
- iv. 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 decided by the Corporation after notification including, but not limited to, failure to provide an Easement on all properties for which service is being requested for, documents the Corporation requires to be properly completed before providing service, etc;
- v. 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.
- vi. Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation;
- vii. 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;
- viii. Failure to pay for sewer utility service or solid waste service provided by any entity pursuant to the Corporation's Agreement with the Utility (16 TAC 24.88(e); 24.87(g); Texas Water Code 13.147, 13.250(b) (2));
- ix. Cancellation of membership by Member on an account that the Member holds for water 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 both the Member and renter/lessee. The Corporation will not disconnect service if the Corporation has evidence showing that the property for which the Member has requested service cancellation is still occupied. THE CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; THE MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING

OR PROTECTING THE RIGHTS OF RENTERS/LESSEES);

- x. Failure to pay charges arising from service trip fee as defined in Section G., meter reread fee, or meter read fee when customer on self-read plan failed to submit their meter reading;
- xi. 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, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The Corporation will provide the Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right- of-way. Failure to pay the cost of repair or replacement will result in the /Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved;
- xii. Failure to disconnect or secure additional service tap(s) for an RV or other service connection 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:

- i. 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, §341.011 or §343.011. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect service without notice if the Member refuses to allow access to property for the purpose of confirming the existence of such condition, and/or removing the dangerous or hazardous condition (30 TAC 290.46(i) and 290.46(j)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or a health hazard has been isolated from the Corporation's water system by the installation of an acceptable backflow prevention device.
- ii. A line leak on the member's side of the meter is considered a potentially hazardous condition. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.

- iii. Service is connected without authority by a person who has not made an application for service, or who has reconnected service without authority following termination of service for nonpayment.
- iv. Instances of tampering with the Corporation's meter tap, meter, radios, antennas, other Company-owned equipment, by-passing the meter or equipment, or other diversion of water service.
- v. Where the Corporation has received a non-negotiable check for payment, and reasonable and prudent attempts to contact the member have been unsuccessful.

****NOTE:** Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason for it shall be posted at a 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:
 - i. Failure of the Member to pay for merchandise or charges for non-utility service provided by the Corporation; unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of non-utility service as a condition of service;
 - ii. 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;
 - iii. Failure of the Member to pay charges arising from an under-billing occurring due to any misapplication of rates more than six (6) months prior to the current billing. Payment for under-billings that are beyond six (6) months may be paid out over time as per an agreement as prescribed by the Board of Directors;
 - iv. 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;
 - v. Failure of a Member to pay charges arising from an under-billing due to any faulty metering, unless the meter has been tampered with or unless such under-billing charges are due to meter reading error;
 - vi. Failure of current Member to pay past Member's under-billing or delinquent account;
 - vii. Failure of the Member to pay estimated bill, other than bill rendered pursuant to an approved meter reading schedule, 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 – Once certified, the Corporation may not abandon a Member or a Certified Service Area without written notice to all its Members and all similar neighboring utilities along with approval from the appropriate governing agency.
- f. Disconnection for Seriously Ill – The Corporation may not discontinue service to a delinquent residential Member permanently residing in an individually metered dwelling unit when that Member establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a member seeks to avoid termination of service under this Subsection, a written statement must be received by the Corporation from the attending physician within thirty (30) days of the issuance of the utility bill. The prohibition against service termination shall last sixty (60) days from the issuance of the utility bill, or such lesser period as may be agreed upon by the Corporation. The Member shall enter into a Deferred Payment Agreement within ninety (90) days of the issuance of the utility bill.
- 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:
 - i. The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in six (6) days if payment is not rendered before that time.
 - ii. At least six (6) days after providing notice to the Member and at least four (4) 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.
 - iii. The tenant may pay the Corporation for any delinquent bill on behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. Disconnection of Temporary Service – When an applicant with a Temporary service fails to comply with the conditions stated in the Service Application and Agreement Form, or other rules of this Tariff, service may be terminated without notice.

19. Billing Cycle Changes. The Corporation reserves the right to change its billing cycles as conditions warrant. After a billing period has been changed, billings shall be sent on the newly changed date unless otherwise determined by the Corporation.

- 20. Back-billing.** The Corporation may back-bill a Member for up to one (1) year (12 months) for meter error, misapplied meter multiplier(s), incorrect meter readings, or errors in computing a Member's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service and the re-establishment of credit. Back-billing shall not extend beyond current membership.
- 21. Disputed Bills.** In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall make and conduct an investigation as required by the particular case, and report the results in writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill.
- 22. Inoperative Meters.** Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.
- 23. Bill Adjustment.**
- a. Due to Meter Error: The Corporation shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test.
 - 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 to the meter is hindered or denied by a Member, the Corporation shall adjust the bill once access has been regained and actual usage is determined.
- 24. Meter Tampering and Damage to Property.** For purposes of these Sections, meter-tampering, by-passing, or diversion shall all be defined as tampering with the Corporation's meter or equipment, by-passing the same, or other instances of diversion, such as:
- a. Removing a locking or shut-off device used by the Corporation to discontinue service;

- b. Physically disorienting the meter;
- c. Attaching objects to the meter or sewer tap to divert service or to by-pass;
- d. Other electrical and mechanical means of tampering with, by-passing, or diverting service;
- e. Connection or reconnection of service without Corporation authorization;
- f. Connection into the service line of adjacent Members/customers of the Corporation;
- g. The use of unauthorized taps or connections to any Corporation pipe(s) or appurtenances to acquire water or service (Flush Valves, tanks, wells, treatment plants, mains or service lines). The burden of proof of the meter-tampering, by-passing, or diversion is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by a Corporation's staff when any action regarding meter-tampering as provided for in these Sections is initiated. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of the services of the Corporation may be prosecuted to the extent allowable by law under the Texas Penal Code 28.03.
- h. Preventing the water supply from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capability; or
- i. Damaging meters, valves, radio transmission units or other hardware damage due to Member neglect or carelessness. An example of this can include, but is not limited to, the Member, agents acting on the Member's behalf, agents/parties who entered into service contracts with the Member, or other individuals with permission to be on the Member's property, running over meter boxes with lawn mowers or other vehicles.

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 the 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.

****NOTE (1).** 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.

****NOTE (2).** 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.

****NOTE (3).** In addition to actual damages charged under subsection (b), the Corporation may assess a penalty against the offending party. The penalty shall not exceed six (6) times the Base Rate.

****NOTE (4).** For purposes of this section, “offending party” means the person(s) who committed the Tampering or damaged the property.

25. Meter Location. All water meters served by S.S. Water Supply Corporation shall be located on main road frontage, and on the bulk of the property it will serve. Meters will not be installed at any location whose only access is through a Private Lane, or via Ingress/Egress easement. Flag Lots are not acceptable and will not be permitted.

26. Meter Relocation. Once installed on a Member’s property, no meter shall be relocated unless the following criteria are applicable:

- a. No transfer of Membership is involved;
- b. Relocation by the Member is pursuant to the division of a contiguous piece of property as defined in Chapter 13.2502 (definition of a developer), or subject to variance review by the Wilson County Subdivision Review Committee and subsequent approval by the Wilson County Commissioner’s court;
- c. The servicing Engineer of Record certifies availability of water and service capacity;
- d. Relocation shall only be for the purpose of keeping the meter collocated on the Member’s property prior to the sale of actual transfer of any part of said property to a new owner;
- e. The Member pays the actual cost of relocation, administrative fees and Engineering review if applicable.

27. Single Point Service Connections. S. S. Water Supply Corporation will only connect a standard residential service to a separate service line supplying water to one residence, dwelling place, business, and/or structure. The Corporation will not allow more than one meter connected to a single service line.

28. Prohibition of Multiple Connections to A Single Tap. No more than one (1) residential, commercial, or industrial service connection is allowed per meter. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a “Master Metered Account,” and have a single water meter. 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 further notice in accordance with Section E. For purposes of this Section, the following definitions shall apply:

- a. 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, or one commercial or industrial facility of a water line serving another residential, commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be considered a multiple connection if:
 - i. Those structures are located on the same tract as the primary delivery point;
 - ii. Such structures are not used as residential, commercial or industrial facilities.
- b. A “Primary Delivery Point” shall mean the physical location of a meter tap that is installed in accordance with this Tariff and applicable law, and which provides water service to the residential, commercial or industrial facility of a member.
- c. A “Residence” shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation. Additionally,
 - i. A multiple residential connection is further defined as two or more separate enclosed living spaces which are not under a common roof and built upon a common foundation;
 - ii. Even if two or more living spaces are under the same roof and built upon the same foundation, a multiple residential connection *still* exists if, in order to travel from one living space to the other, it is necessary to travel through an unenclosed space, such as an unenclosed walkway, even if that walkway is under the same roof and built upon the same common foundation.
- d. “Commercial” facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member’s residence or property that does not require water in addition to that provided to the member’s residence shall not be considered a separate commercial facility.
- e. The Corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than thirty (30) days. If the RV/travel trailer is being used as a permanent residence, this Tariff requires that an additional meter

installation and membership be purchased. 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 10 days if the situation is not corrected.

- 29. Pressure Regulators.** In some areas where water pressure may be considered high, a pressure regulator may be recommended by the Corporation. The Corporation will install a Pressure Regulator at the time of initial installation of the meter upon the Member's request. Pressure Regulators may also be obtained by the Member at any time upon request. The Corporation will not be liable for any damage to a Member's personal property due to refusal to use a Pressure Regulator, or the Member's neglect to replace old Pressure Regulators.
- 30. Back-Flow Preventer.** A device installed on the Member's side of the meter to prevent possible contamination of the public water supply originating from the Member's property. Back-flow preventers are required on all Standard Service applications. All prior installations found to be lacking a Back-Flow Preventer will have one installed by the Corporation. The Member will be notified by mail of these required installations. In order to help defray the cost to the Member, the Corporation will install the device free of labor charges, and the Member will be billed for the cost of the device.
- 31. Back-Flow Assembly.** A device required by state law in all cases where there is a high potential for system contamination. An approved Back-Flow Assembly shall be used in place of a Back-Flow Preventer, and will require annual testing by a licensed Backflow Prevention Assembly Tester (BPAT) for efficient operation. The cost of testing shall be at the Member's expense, and the Corporation will maintain a record of testing in the Member's file. Replacement and/or repair of defective Back-Flow Assemblies will be at the Member's expense.
- 32. Shut-Off Valve.** A device installed on the Member's side of the meter, for the Member's use, to prevent the Member from using the Corporation's angle stop to cut off the water to the Member's property. The Corporation recommends the use of a Ball Valve as being the most efficient. The Shut-Off Valve is mandatory, and will be installed at the time of initial installation at the Member's expense. All prior

installations found to be lacking a Shut-Off valve will have one installed by the Corporation. The member will be notified by mail of the requirement and the installation. The Member will be billed for the cost of the Shut-Off Valve, but will be installed free of labor charges.

33. Bulk or Special Water Usage. Water may be sold by the Corporation in special circumstances to businesses or individuals for usage in road maintenance, new business construction, oil well drilling, etc. In cases where water usage will be twenty thousand (20,000) gallons or more, the Corporation will install a meter at the nearest adequate flush valve to the customer's site. Customers will pay a connection fee, the Service Availability Charge for a Non-Standard size meter, and a gallonage usage charge for all water used by the customer. In cases where the customer uses less than twenty thousand (20,000) gallons, the customer will pay the gallonage usage charge for all water used.

34. Master Metered Account Regulations. An apartment building, condominium, barndominium, manufactured housing (modular, mobile home, 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 to these facilities at an Applicant's request.

35. Member's Responsibilities. The Member shall provide access to the meter location at all times for the purpose of reading, installing, checking, repairing, or replacing the meter, as per the easements required for membership and the service agreement. The Member shall provide a key to all locked gates, or provide access to easement areas for system maintenance purposes. If the inability to access corporate meters on Member property results in that meter not being read for billing purposes, an estimated bill shall be rendered to the Member for that month, and written notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after written 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. Additionally:

- 1) Members shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities;
- 2) All Member water connections and plumbing/septic systems shall be designed to ensure against any contamination of the Corporation's water supply through the installation of properly designed back-flow prevention or anti-siphonage systems;
- 3) All in-ground irrigation systems with on-site sewage disposal systems (septic systems) built during or after 2009 are considered a high health threat, and are therefore:

- a. Required to have Reduced Pressure Zone assembly backflow prevention devices installed by currently licensed technicians, and said installation be inspected by licensed Backflow Prevention Assembly Testers (BPAT), and
 - b. Devices must be tested annually by a currently licensed BPAT registered with S.S. Water Supply Corporation to ensure compliance with Texas laws governing high cross-contamination risk assessments. The Corporation may maintain a list of licensed, registered technicians and provide this list to Members needing this inspection upon request, but doing so does not mean the Corporation supports or endorses these technicians. Regardless of the source, the Member must ensure the technician submits all required paperwork before commencing work. The inspection results shall be retained by the Member for review by Corporation technicians to ensure compliance. In particular, livestock water troughs shall be plumbed above the top of the trough with air space/air gap between the discharge and the water level in the trough (30 TAC 290.46; Texas Health & Safety Code Chapter 366)
 - c. For systems installed prior to 2009, double check valves that are currently in place must be tested annually to ensure compliance with Texas laws governing high cross-contamination risk assessments. If the double check valve passes the functionality test, no action is required. If the double check valve fails the functionality test, no repairs are authorized and the double check valve must be replaced with a Reduced Pressure Zone Assembly backflow prevention device at the Member's expense
 - d. It is the responsibility of each Member to notify the Corporation when irrigation systems are installed to ensure compliance with Texas laws governing backflow prevention monitoring. Prior notice of irrigation system installation also facilitates the maintenance of databases that track all inspections performed and their dates of expiry
 - e. Failure by the Member to ensure irrigation system compliance with Texas laws governing backflow prevention could result in:
 - i. the Corporation conducting the backflow inspection on the Member's behalf to ensure compliance, with all costs associated with this inspection being charged to that Member's account, or
 - ii. Disconnection without notice of the Member's water supply.
- 4) The use of pipe and pipe fittings that contain more than 0.25% lead or solder, and/or solder flux that contains more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant (30 TAC 290.46; RUS-TX Bulletin 1780-9 (Rev. 05/17)).
- 5) All pipe and fittings used 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 Drain, Waste and Vent (DWV) pipe or fittings will be allowed. All joints must be watertight and pipe must be installed to the recommended grade. All non-household sewer customers who have potential for dirt, grit, sand, grease, oil, or similar substances must install and maintain a trap ahead of their entrance to the Corporation's sewer collection piping, if applicable. A double cleanout is required at the property line and recommended at the house. The Corporation may impose other site-specific requirements. 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.

- 6) Requirements for Traps:
 - a. Discharges requiring a trap include but are not limited to:
 - i. grease or waste containing grease in amounts that will impede or stop the flow in the public sewers;
 - ii. oil, flammable wastes;
 - iii. sand, and other harmful ingredients.
 - b. Any person responsible for discharges requiring a trap shall, at their own expense and as required by the approving authority:
 - i. Provide equipment and facilities of a type and capacity approved by the approving authority;
 - ii. locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and
 - iii. maintain the trap in effective operating conditions.
 - c. Approving Authority Review and Approval (By the Board of Directors or Agency):
 - d. If pretreatment or control is required, the approving authority shall review and approve the design and installation of equipment and processes.
 - e. The design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances and other laws.
 - f. 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.
- 7) 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.
- 8) The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter, or other service equipment as installed. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff, as amended from time-to-time by the Board of Directors.
- 9) 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).

- 10) The Member is required by state law to call 811 prior to digging deeper than one foot (12 inches) on their property, and to notify the system 48 hours prior to digging or the start of excavation activities along and/or near water lines and appurtenances.
- 11) There must be a two-inch (2") air gap (no physical connection) between a well and the S.S. Water System in order to prevent possible contamination. This is a State Health Department requirement for the protection of the users of our water system. Any Member failing to comply with the Health Department Rules may automatically have their Membership canceled.
- 12) Service may be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation, or until such time as the violation is corrected.

36. Single Point Service Connections. S. S. Water Supply Corporation will only connect a standard residential service to a separate service line supplying water to one residence, dwelling place, business, and/or structure. The Corporation will not allow more than one meter connected to a single service line.

37. Prohibition of Multiple Connections to A Single Tap. For the Corporation to maintain accurate records of the actual number of users on its system, and to ensure compliance with state and federal regulations governing minimum service standards, to ensure that use charges are received from each Member/User on the system, and to ensure that the Corporation's metering device is adequately sized for proper flow and accurate measurement of water being used, all connections on any dwelling, household, business, and/or water consuming establishment, currently receiving or planning to receive water service either directly or indirectly from the Corporation's water system, shall individually apply for service under the rules of this Tariff. If the Corporation has sufficient reason to believe a Multiple Connection exists, or upon discovery of any unauthorized submetering or diversion of service, the Corporation shall consider those to be Multiple Connection(s) as defined in this Tariff:

- 1) If the Corporation has sufficient reason to believe that more than one (1) household/business is connected to a single meter, the Member shall be notified by mail, to the last known address, and given thirty (30) days from issuance of the notice to reply to the notice and make proper application for a new Membership to accommodate all additional residential or commercial units.
- 2) Under the rules of the Corporation, each tap to the main pipeline is a unit and the monthly Service Availability Charge shall be paid, whether or not water is

used.

- 38. Members' Recourse for Complaints.** In the event a complaint from a Member is not satisfactorily resolved by either Management or the Board of Directors, the Member may file a written complaint to the Texas Commission on Environmental Quality (TCEQ) or the Public Utilities Commission (PUC), as applicable.
- 39. Records Location and Availability.** The records of the Corporation shall be kept in the Corporation's office in La Vernia, Texas. These records may not be removed from the Corporation's office. Property deeds, titles, back-up electronic media, etc. shall be retained in a Safety Deposit Box leased by the Corporation, and shall be located at a secure facility that specializes in safeguarding Safety Deposit Boxes, such as a bank or credit union. Copies of these original documents are located and maintained in the Corporation's files.

SECTION F:
SERVICE EXTENSION REQUEST AND DEVELOPER, SUBDIVISION AND
NON-STANDARD SERVICE REQUIREMENTS

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

- 1. Corporation's Limitations.** All applicants shall recognize and honor the fact that the corporation must comply with local, state, and federal rules and regulations as published by these agencies from time-to-time, and by covenants of any indebtedness.
- 2. Purpose.** For the purposes of this Tariff, S.S. Water Supply Corporation shall henceforth be known as "the Corporation." Applications made to the Corporation for water service shall be known as "the Applicant." The purpose of this Section is to govern agreements and service procedures for subdivisions, apartments, nursing homes, motels, strip centers for multiple businesses, or developments where service to more than one tract is necessary, and/or for additional pipe extensions, service facilities, etc., required to accommodate individual, multiple, commercial, or industrial Applicants. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. The intent is that the Applicant, including Developers making application to the Corporation, will bear 100% of all Legal, Engineering, Construction, and other expenses incurred in connection with the Agreement, acquiring service to the property, ensuring water availability to the property, and the transaction contemplated, whether or not such transaction shall be completed as expected, with no cost to S.S. Water Supply Corporation or its Members.
- 3. Application of Rules.** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 3/4" diameter, service lines exceeding 20 feet, motels, or strip malls for multiple businesses. Non-residential or residential service applications requiring a larger sized meter typically will be considered Non-Standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation 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. Applicants who fall into this category will pay 100 percent of all legal, engineering, construction, and all other expenses incurred by the Corporation while acting on this service request. This Section sets forth the general terms and conditions pursuant to which the Corporation will process Non-Standard Service Requests. The specific terms and conditions pursuant to which the Corporation

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

- 4. Non-standard Service Application.** The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service Agreement by the Corporation.

****NOTE:** *Service Extension Documentation Requirements and Sequence of Events for Water Service Extension*, as set forth in this Tariff, Section F, shall apply in addition to the following:

- a. The Applicant shall provide the Corporation an original, signed, written request for water service containing all information pertinent to the design and construction of the proposed development.
- b. At the time the Applicant tenders the Application, the Sub-Divider or Developer will pay a Non-Standard Service Extension Processing Fee that is dependent on the number of lots being subdivided and reflected in the table below. This fee is to cover initial administrative, legal, engineering and filing fees. The balance of actual expenses shall be refundable to the Applicant, and any additional expenses incurred as a result of efforts by the Corporation to study service requirements of the Applicant shall be billed to and paid by the Applicant. The Corporation may request that an additional amount be added to this fee to continue processing the application if the original amount has been expended or exceeded by administrative cost(s):

Fee	Number of Lots to Be Subdivided
\$4,500.00	Under 50 Lots
\$8,000.00	51 – 200 Lots
\$10,000.00	201 – 500 Lots
\$12,500.00	501 Lots or more

- c. If the applicant meets all prerequisites for Non-standard Service, the S.S. Water Supply Corporation's General Manager or duly authorized representative will prepare a letter for the Wilson County Subdivision Review Committee recommending approval. This letter will NOT be forwarded, or may recommend disapproval, if the Non-standard Service Extension Fee has not been paid or application is incomplete
- d. Prior to the Applicant submitting the preliminary Plat to the proper Wilson County approval authority(ies), the Applicant shall provide the Corporation with the preliminary Plat as it is to be submitted to the relevant County approving agency. The Corporation's General Manager will approve, stamp and sign the plat prior to submitting it for final approval once a Water Availability study has been accomplished by the Corporation's Engineer, presented to the Applicant, and the applicant has agreed to the terms and requirements of the study.

- e. After the Plat is approved and signed by the appropriate County Officials, it is then filed with the County Clerk. The Applicant will provide the Corporation with two (2) copies of the filed plat, and pay the Corporation's Subdivision Capital Recovery Fees
- f. Subdivision Capital Recovery Fees are to be paid to the Corporation by the Developer. These fees are calculated by multiplying the prevailing Capital Improvement Fee (CIF) at the time of application, times the number of lots being developed by the Applicant as shown in the approved and properly filed Plat. As of this writing, the CIF is **\$2,840**, and may be changed from time-to-time by the Board of Directors to ensure compliance with applicable regulations.
- g. In addition to the Capital Recovery Fee described above, the Developer will also pay any Aid of Construction Cost upfront that was determined by the Corporation's Engineer in the Water Availability Study. This cost could include any allocable cost of providing water to the property, any immediate improvements needed to supply water availability, or approach cost of pipeline extensions to the property or subdivision.
- h. Applicants for single taps involving the extension or up-sizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements. Applicants for subdivisions will submit maps or plans detailing the location of the requested extension and details of subdivision and pipeline layout, including all pertinent information from their engineer to the Corporation.
- i. Reserve Service Fees may be established in the event that the Corporation will incur any cost associated with reserving the available water until service is needed by the applicant.
- j. Construction Inspection Fees will be established to periodically inspect lines and or facilities during the construction phase to ensure construction is meeting industry and Corporation standards.
- k. If, after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property outside the Corporation's service area or Certificate of Convenience and Necessity (CCN), service may be extended provided that:
 - i. The service location is contiguous to the Corporation's CCN;
 - ii. The service area is not in an area receiving similar service from another water utility;
 - iii. The service area is not within the CCN of another similar utility;
 - iv. The Corporation and Applicant are not using the same engineer; and
 - v. The Developer pays one hundred percent (100%) of all legal, engineering, and filing fees associated with the CCN extension.

10. Design. The Corporation shall study the design requirements of the Applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:

- a. The Applicant's Engineer shall submit to the Corporation a set of detailed plans and specifications for the project.

- b. The Corporation's Engineer shall review the service and all water line structure for the applicant's requested service, as submitted by the Applicant's Engineer.
- c. The Corporation's Engineer shall review the Applicant's proposed facilities to ensure that they meet the demand for service as platted and/or requested in the plans or plat as submitted. The Corporation reserves the right to upgrade the design of the service facilities and/or line sizes to meet future demands provided; however, that the Corporation pays the expense of such upgrading above the Applicant's facility requirements.
- d. The Corporation Engineer will also determine if any *pro rata* share of Aid in Construction Cost requirements exists to meet the requirements of the Corporation's Master Plan. Developers will be required to pay an allocable cost to provide facilities to meet the requirements of the new subdivision or master planning for infrastructure improvements that are justified through the Corporation's Professional Engineer, and are above the cost of the current Capital Recovery Fee.
- e. The Corporation's Engineer will ensure that all line extensions meet the Corporation's minimum six (6) inch water main line diameter requirement, that all American Water Works Association (AWWA) design requirements are met, that minimum discharge pressures and flows for the provision of fire service are satisfied, that Corporation requirements for minimum retail/wholesale flow pressures and state/federal minimums for water storage and fire service flows are met, and that the distribution system is looped to maximize water flows and to reduce flushing requirements.

11. Non-Standard Service Agreement (Contract). All applicants subject to this Section shall enter into a written agreement, which defines the terms of service prior to construction of required service facilities. Guidelines for the Service Agreement may include, but are not limited to:

- a. Definition of cost associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area, and terms by which these costs are to be paid;
- b. Definition of any immediate improvements to the water system that the applicant or developer is required to fund;
- c. Definition of any *pro rata* or allocable cost associated with Aid of Construction Cost in providing water to the development;
- d. The total cost of the approach main as a developer or applicant cost;
- e. Definition of monthly Service Availability Charges as applicable to the Service Request;
- f. Definition of terms by which reserved service shall be provided to the Applicant, and duration of reserved service with respect to the impact the Applicant's service request will have upon the Corporation's system capability to meet other service requests;

- g. Definition of terms by which the Corporation shall administer the Applicant's project with respect to:
 - 1) Design of the Applicant's service facilities;
 - 2) Specific materials to be used in construction of facilities, specified by name of manufacturer or comparable part number, nomenclature, or item specifications;
 - 3) Execution of the Service Agreement;
 - 4) Approval of qualified bidder selected for construction;
 - 5) Inspecting construction of facilities; lines and
 - 6) Testing facilities, lines and closing the project.
- h. Definition of terms by which the Applicant shall compensate the Corporation from all third-party claims or lawsuits in connection with the project contemplated;
- i. Definition of terms by which the Applicant shall deed all constructed facilities to the Corporation, and by which the Corporation shall assume operation and maintenance Responsibility, including any enforcement of warranties in connection with the Construction of the Applicant's project;
- j. Definition of terms by which the Applicant shall grant title or easement right-of-ways and facility sites, and/or terms by which the Applicant shall provide for the securing of required right-of-ways and sites;
- k. Definition of terms by which the Corporation's Board of Directors shall review and approve the Service Agreement pursuant to current rules, regulations, and By-Laws.

12. Property and Right-of-Way Acquisition. With regard to construction of facilities, the Corporation shall require private right-of-way easements on private property as per the following conditions:

- a. If the Corporation determines that right-of-way easements or facility sites outside the Applicants property are required, the Corporation shall require the Applicant to secure easements or 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 facilities installed in public right-of-ways on behalf of the Applicant, due to inability to secure private right-of-way easements, shall be subject to an amount equal to the original cost of the facility installation, plus the estimated cost of future relocation to private right-of-ways provided, however, that funds are not received at a later date from other sources for such relocation.
- c. The Corporation shall require free and clear Title to all property required for on-site facilities, and an exclusive dedicated right-of-way on the Applicant's property, as required by the size of the planned facilities and as determined by the Corporation. The term "free and clear Title" as it pertains to this subsection means that the Applicant shall ensure the Corporation is not inhibited from exercising access to easements or dedicated right-of-ways on the Applicant's property that may arise from the existence of any third-party liens placed on the property for which service is being sought.

- d. Easements in subdivisions shall be fifteen (15) feet wide parallel to and along the sides and rear of each lot, and twenty (20) feet parallel to and across the front of each lot and at the expense of the Applicant.

13. Bids for Construction. The Corporation's Engineer shall review all Plans and the proposed Bid package following generally accepted engineering practices prior to the Applicant's Engineer advertising for Construction bids for the proposed facilities. The Corporation reserves the right to reject any contractor which the Corporation believes to be unqualified. The Corporation's contract requirements will be in accordance with the following criteria:

- a. The completion and signing of the Service Agreement (Contract);
- b. The Applicant shall procure or cause its contractor(s) and subcontractor(s) to procure and maintain throughout the term of the Agreement (Contract) Workman's Compensation, Auto and General Liability coverage insurance policy, or policies in an amount of not less than one million dollars (\$1,000,000.000) in respect to property damage or destroyed in any one occurrence. Said Workman's Compensation, Auto and General Liability coverage insurance policy, or policies and Certificates of Insurance shall contain a cancellation clause which will allow cancellation by the builder, its contractor(s) or subcontractor(s) only after thirty (30) days prior written notice to the Corporation;
- c. Applicant will agree to indemnify, defend, and hold the Corporation harmless from and against any and all liabilities, penalties, damages, losses, claims, costs, and expenses (including reasonable attorney's fees and expenses for the defense of any claim which, if proved, would give rise to an obligation of hereunder, whether or not such claim may be ultimately proved) arising out of or resulting directly or indirectly from (a) any misrepresentation or breach of any representation or warranty by Applicant; (b) failure of Applicant to fully pay or satisfy or cause to be paid or satisfied any liabilities not expressly assumed by the Corporation pursuant to the terms hereof, and (c) non-performance of any obligations or covenants on the part of Applicant under the Agreement (Contract) and to hold the Corporation harmless from any claims arising out of Applicant's request to limit installation of the Subdivision's internal distribution /transmission line.
- d. If requested by the Corporation, the Contractor shall qualify as competent by providing the Corporation with a list of the (5) most recent projects completed, and the name, address and phone number for whom.

14. Construction and Service. After the Applicant has executed the Service Agreement, the Notice to Proceed may be issued to all contractors/interested parties.

15. Construction. The Corporation and/or its consulting Engineer shall, at the expense of the Applicant:

- a. Inspect the construction process to insure Corporation standards are achieved, and

- b. To ensure construction plans and specifications are strictly adhered to. However, the Corporation reserves the right to change-order any specifications due to unforeseen circumstances during the construction phase to better facilitate operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

16. Fees and Service Agreement (Contract). If the proposed subdivision plat and layout plans are approved by the Corporation's General Manager and Consulting Engineer, the Applicant shall do the following:

- a. The Service Agreement (Contract) Draft between the Applicant and the Corporation will be prepared by the Corporation's Attorney and returned to the Corporation's General Manager; and then to the Corporation's Board of Directors and Applicant for review. After completion of the Contract Draft review by all parties, the General Manager will prepare the final contract incorporating any changes agreed upon by all parties.
- b. The Corporation's General Manager will procure from the Applicant the following documentation, if applicable:
 - 1) Applicant will warrant that his is a Corporation duly organized, validly existing, and in good standing under the laws of the State of Texas. Contemporaneous to the execution of the agreement, the Applicant shall deliver to the Corporation any and all certificates evidencing Applicant's existence and good standing in the State of Texas.
 - 2) Applicant is, and at all times prior to the date of Application has been, in full compliance with all statutes, ordinances, codes, restrictions, regulations, and other governmental requirements applicable to its business or operation, including but not limited to 15 USC Chapter 42, Interstate Land Sales, and the Interstate Land Sales Full Disclosure Act, 15 United States Code § 1701 et. seq.
 - 3) Certified documentation stating that the Applicant has full right, power and authority to execute, deliver, and perform the contractual Agreement. The execution, delivery, and performance of the Agreement by Applicant has been duly authorized by all requisite corporate action on its part, including action by the Directors as authorized by Applicant's.
 - 4) Concurrently with the execution of the Agreement, the Applicant shall deliver to the Corporation, Resolutions of the Board of Directors of Applicant's Corporation evidencing the authorization of the execution, delivery and performance of the Agreement by Applicant (through its authorized agent), and the consummation of the transaction(s) contemplated thereby. Said resolutions shall be certified by the Secretary of the Applicant's Corporation.
- c. Final Contract, applicable documentation, Certified Plat, and Subdivision plans or facility layout will be forwarded to Corporation's Board of Directors and Attorney for final review and approval.

- d. Prior to the signing of the Agreement (Contract), the Applicant (Developer) must do the following if applicable:
- 1) Meters requested by the Applicant will be in compliance with Section E of this Tariff for the individual membership request.
 - 2) Applicants agree to one family residence per lot. There will be no subdividing of existing lots, unless Applicant and Corporation agree to construct, at the Applicant's expense, adequate lines and connections to accommodate future lot subdividing.
 - 3) In respect to the Notice of Proceed issued by the Applicant to his contractor(s), the Applicant will, or cause to have at the Applicant's expense, a line or lines constructed, including but not limited to individual service line taps, service lines, angle stops and meter boxes, in addition to any necessary connections suitable for the transportation of potable water as advised by the Corporation's Engineer; the cost and expense of which will include any administrative, legal, and engineering fees for the Corporation.
 - 4) Upon completion of the aforementioned water lines and connections, and payment of all expenses and fees, the Applicant will by proper Bill of Sale, transfer and assign all of its rights, title interest and easements to the Corporation, free and clear of any indebtedness.
- e. Mobile Homes and/or Apartments: Membership and Capital Improvement Fees per Section G of this Tariff will be paid on each individual lot and/or individual living unit, and a Monthly Service Availability Charge will be billed as follows:
- 1) If standard size (5/8") meters are installed for each individual lot and/or individual living unit, a Monthly Service Availability Charge and Gallonage Usage Fee for each standard size meter will be charged, or
 - 2) If a non-standard size Master meter is installed, a Monthly Service Availability Charge and Gallonage Usage Fee for a standard size meter will be billed for each individual living unit in place on the day the meter is read.
- f. RV Parks. The owner/requester will submit a RV Park Bulk Meter Application consisting of a proposed site plan, property plat, warranty deed, and a \$1,500 RV Bulk Meter Application fee at the time of application. The application fee will be used to pay the cost of the system's engineer to determine water availability and meter size to meet the applicant's requirements. Application will consist of a drawing of the proposed park, including any onsite amenities and sewage disposal systems. All bulk meters installed for the purpose of RV Parks will require proper installation of a backflow device that is tested when installed and annually by a currently licensed Backflow Prevention Assembly Tester (BPAT) in the State of Texas. After the service is installed and the owner wishes to increase the capacity, an additional application will need to be submitted.

- 1) A Membership will be paid on each bulk meter, and the Capital Improvement Fee or Impact Fee will be based on the meter equivalent chart below:

Meter Size/# Units	Meter Equivalent Connections	Capital Improvement Fee
¾ Bulk Meter/ 1-5 Units	2.5 (x \$2,840 CIF)	\$7,100
1-inch/ 6-25 Units	8	\$22,720
1 ½-inch/26-50 Units	20	\$56,800
2-inch/51-100 Units	32	\$90,880

- 2) The Monthly Service Availability Charge and Gallonage Usage Fee for the size of the Master Meter installed will apply.
- g. Combined RV and Mobile Home Park: An individual Mobile and/or Manufactured Home living unit Monthly Service Availability Charge and Gallonage Usage Fee per Section G for a standard size meter will be billed for each unit in place on the day the meter was read. RV Park will be charged according to the size of the Master Meter installed (See f. (1) above)
- h. Nursing Homes, Hospitals, Motels:
- 1) Membership and Capital Improvement Fees will be paid. The Monthly Service Availability Charge and Gallonage Usage Charge will be billed for a non-standard size meter.
- i. Commercial Businesses and Strip Shopping Centers for Multiple Businesses: Membership and Capital Improvement Fee will be paid for each separate business, and a Monthly Service Availability Charge or Gallonage Usage Fee will be charged according to installed meter size.

17. Corporation Responsibility Statement. In the event a platted lot is later subdivided or has more than one family residence thereon, which is in violation of the Service Agreement and this Tariff, the Corporation has the right to refuse water service to the additional residence/lot under the option granted to said Corporation in HB 2387, passed by the 74th Texas Legislature, amending Chapter 13 of the Texas Water Code in respect to the aforementioned circumstance.

18. Additional Information. The Corporation reserves the right, at its sole discretion, to require additional information, including information pertaining to the financial capabilities

of the subdivision Applicant, to require letters of credit, and to make any other requests that are reasonable in relation to the Corporation's Board of Directors' ability to make a final decision as to supplying potable water to any subdivision.

19. Service Within Subdivisions. The Corporation's objective, to provide service to any customer located within a subdivision governed by this Section, is strictly limited to non-standard service as specified by the Applicant. The purchaser of any lot, who do not receive service because this service has not been specified or paid for by the Applicant, shall have no recourse to the Corporation but may have recourse to the Applicant/Developer (HB 2387 Amendment to Chapter 13 of the Texas Water Code, Effective September 1, 1995).

20. Private Fire System Protection Connections. This section addresses the Corporation's policies and requirements to submit a non-standard service extension request for connections utilized exclusively for closed-circuit automatic sprinkler head systems; open-head sprinkler system, standpipes, hose connection outlets, external private fire hydrants on the premises or other outlets used solely for the purpose of fire protection purposes.

a. Requirements for Private Fire System Protection Connections:

- 1) Must meet the definition of an A-3 structure designated by the International Building Code dated 2003, and mandated by the Texas 79th Legislature in unincorporated areas of Texas on September 1, 2005. By definition, an A-3 structure is any Commercial/Public facility that has the occupancy capacity of 300 or more individuals, is over 12,000 square feet of construction, or has occupancy space on a floor that does not contain exits.
- 2) Must own and maintain an existing membership in good standing with the Corporation.
- 3) Other commercial property that requests a private fire protection connection will be evaluated on a case-by-case basis based on need and availability of water.

b. Application Process Includes all of the following items plus any additional information as determined by the Corporation's Management:

- 1) Capacity Requirements – Architectural or Engineering Certifications of flow requirements and the sustainability requirements of flow rates.
- 2) Drawing of the facility and a statement of the stated use of the facility.
- 3) Professional Fees. Any legal and engineering expenses incurred by the Corporation to determine what improvements or line extensions that are required to the distribution system or to determine the size of the connection. Typically, a \$1,000 fee will be paid at the time of application to pay for these costs, but the Corporation will notify the applicant if additional fees are needed if the

engineering or legal work required is beyond what the Corporation would consider to be normal for this type of request.

- c. Fees to be paid to Corporation prior to construction phase of the connection:
 - 1) Tap fees are determined in the estimate. Tap fees will vary based on the size of the connection needed to support the capacity and sustainability requirements.
 - 2) Line Extension Fees. Any upsizing of the main lines to support the capacity and sustainability requirements are the responsibility of the Applicant.
 - 3) System Improvement Fees. Any upgrades to the system to support the request of the private fire protection connection are to be paid by the Applicant.
 - 4) All devices required by the Corporation's Tariff to install the connection, including but not limited to shut off valves, meter(s), and any backflow prevention devices.
 - 5) Labor Cost. Labor cost to install the connection could be either an in-house or contract cost.
- d. Standby fees will not normally be imposed on the user for this type of connection, but the Corporation reserves the right to impose these fees in the event that the user does not abide by the terms of the agreement. These fees could amount to two – four monthly minimums being billed to the account to cover the cost to service these connections.
- e. User Fees. User fees will be imposed by the Corporation for any water discharge for maintenance of the fire protection system, leaks that occur in the system, or actual discharge for firefighting purposes. Usage fee will be charged at the basic rate specified in Section G of this Tariff. Each user will be responsible to provide the Corporation with a meter reading at the beginning of each quarter of the calendar year, with the first quarter being January – March. Failure to provide this reading could result in the Corporation imposing a standby fee for this connection.
- f. The applicant is required to sign a Non-Standard Service Agreement for a Private Fire Protection System that will state:
 - 1) The Corporation does not guarantee fire-flow capacity;
 - 2) The applicant will have the proper backflow protection devices installed by a licensed installer and tested by a currently licensed Backflow Prevention Assembly Tester (BPAT) in the State of Texas prior to the connection to the water supply system, and that the devices will be tested by a licensed BPAT annually;

- 3) Any water usage will be reported to the Corporation on a **quarterly** basis as detailed above;
- 4) Owner is required to notify the Corporation 72 hours in advance of any system test or maintenance action being performed.

SECTION F: WATER SERVICE EXTENSION SEQUENCE OF EVENTS FOR DEVELOPERS AND/OR SUB-DEVELOPERS

NOTE:

Applicants will bear all Legal, Engineering, Administrative and other expenses incurred by the Corporation in connection with preparation for any Proposed Development, whether or not such transaction shall be completed as expected. The aforementioned expenses shall be paid from the Non-Standard Service Extension Processing Fee. Any portion of the Fee remaining after completion of the Project will be refunded to the Applicant with an itemized accounting of expended funds. Additional expenses over and above the Non-Standard Service Extension Processing Fee incurred as a result of efforts by the Corporation for/toward the Applicant, shall be billed to and paid by the Applicant.

SEQUENCE OF EVENTS

The following is the sequence of events for a water service extension request for a proposed Subdivision or Development. See “SERVICE EXTENSION DOCUMENTATION REQUIREMENTS” for a list of required documents.

1. Applicant makes a formal request, in writing, to S.S. Water Supply Corporation (SSWSC) for water service.
2. Applicant pays the Non-Standard Extension Processing Fee. This fee is to cover all administrative, legal, and engineering costs arising from developing contracts, filing easements, determining water availability and any other cost(s) associated with determining water needs for the new subdivision. An itemized cost sheet will be kept, any additional fees will be billed to the applicant, and any portion not used will be returned to the applicant.
3. Applicant will provide the Corporation a complete description of the proposed subdivision with the request.
4. A copy of the preliminary Plat showing utility easements shall be submitted to the Corporation for review and approval.
5. Corporation will have a Water Availability Study performed by the Corporation’s Engineer at the Applicant’s expense.
6. Corporation will present the details of the Water Availability Study to the applicant.
7. The Corporation’s General Manager will sign the Plat as the Corporation’s representative. ****NOTE:** The Plat must have the Corporation’s Approval Stamp prior to its submittal to the Wilson County Subdivision Review Committee for its approval before submission to Wilson County Commissioner’s Court for final approval.

8. Once the Plat has been approved in Wilson County Commissioner's Court and properly filed and recorded at the County Clerk's office, the Applicant will provide the Corporation with two (2) certified copies of the recorded plat and pay Subdivision Capital Recovery Fees, any associated pro-rata costs, aid-in-construction fees, or approach costs.
9. Applicant shall provide the Corporation with two (2) complete copies of the proposed water system plans showing water distribution layout, identifying line sizes, fire protection, services, lot numbers, street names, and any other pertinent information that must be indicated. The layout must be designed and engineered by a currently licensed Professional Engineer in the State of Texas using hydraulic modeling software in common use among engineering firms. The Corporation will provide fixed grade pressures for use by Engineer.
10. Applicant shall also provide all required documentation to the Corporation as per the Documentation Requirements listed in this Section/Appendices prior to Contractual Agreement drafting.
11. Layout Plans will then be forwarded to the Corporation's Engineer for a system impact study and review of the plans.
12. Plans are returned to the Corporation with Engineer's approval and/or recommended changes.
13. The Applicant is informed in writing as to what changes, if any, need to be made to the plans. The Contract Information Package is sent to the Corporation's Attorney for contract drafting.
14. The Contract Draft is forwarded to the Corporation's General Manager for review. If no changes are needed to the Contract Draft, it is then brought before the Corporation's Board of Directors at the next regularly scheduled Board meeting for approval. Any recommended changes will be made after mutual agreement among the Applicant, the Corporation's Board of Directors and Corporation Attorney. The Corporation's General Manager will then prepare the Contract Final Draft and all required Documentation.
15. The Final Plans and Contract are then presented to the Attorney and the Corporation's Board of Directors for review.
16. The Contract and the Final Plans are then presented to the Corporation's Board of Directors for approval, and the Board President's signature.
17. The Contract is then forwarded to the Applicant for signature.

18. Applicant will then be authorized to proceed with system construction. SSWSC Management and/or its Engineer will make periodic inspections during construction. **All work accomplished must be certified by the Design Engineer.**
19. After project completion, the system shall be pressure tested by the Contractor, allowing for verification by the Corporation. The Contractor will then send water samples to a state-approved laboratory for bacteriological testing at the Applicant's expense.
20. When the water analysis approval is received, the Bill of Sale and Blanket Easement are executed and turned over to the Corporation. The Development will then be formally approved and accepted for water service.

S.S. WATER SUPPLY CORPORATION
NON-STANDARD SERVICE APPLICATION SERVICE EXTENSION
DOCUMENTATION REQUIREMENTS FOR DEVELOPER(S) AND/OR
SUB-DIVIDER(S)

SUPPLEMENT TO SSWSC'S WATER TARIFF, SECTION F.

The following documents shall be executed prior to any water system construction in the proposed development. This process could require from thirty (30) to ninety (90) days for completion and final approval.

PART A.

1. A signed, **WRITTEN REQUEST FOR WATER SERVICE**, to and for the proposed Development, containing the location, a complete description and proposed number of units.
2. **A COPY OF THE PLAT, PRIOR TO SUBMITTAL TO COMMISSIONER'S COURT AND RECORDING**, noting a fifteen (15) foot utility easement across the front, rear and down the sides of each lot in the Development, and a twenty (20) foot utility easement extending from the property lines to and paralleling the Developer's interior and exterior roads. Plat will be validated by Corporation if aforementioned requirements are indicated. Validation will be signed and dated by the Corporation's General Manager. Any changes to the Plat shall require revalidation by the Corporation.
3. **TWO (2) COPIES OF THE PLAT AFTER RECORDING.**
4. **TWO (2) COPIES OF THE PROPOSED SYSTEM DESIGN** as submitted by the Applicant's Engineer. Fire flow (fire hydrants, etc.) and hydraulic modeling software results/criteria for within the Development should be enumerated. Design should anticipate maximum build-out within the Development, and be specifically related by the Engineer to the distribution line size, the looping of the distribution system, meter size anticipated or allowed, system flow requirements (including relationship to Deed restrictions), and estimated population based on socioeconomic level, census data, etc. ****NOTE:** As a matter of business ethics and to prevent a possible conflict of interest, the Applicant and SSWSC shall use different Engineering firms.
5. **A SIGNED AND EXECUTED COPY OF THE APPLICANT'S CONTRACT WITH THE CONTRACTOR** chosen to install the water system, a copy of the

construction and material specifications and **A SIGNED COPY OF THE FOLLOWING INSURANCE REQUIREMENTS:**

- a. Workman's Compensation
- b. Auto and General Liability, naming S.S. Water Supply Corporation and its Engineer as an Additional Insured, and shall be maintained throughout the Agreement. The limits of the Workman's Compensation, Auto and General Liability Coverage Insurance Policy or Policies, shall be in an amount of not less than one million U.S. dollars (\$1,000,000) in respect to injuries to, or death of, any number of persons arising out of any one occurrence, and in the amount of one million U.S. dollars (\$1,000,000) in respect to property damaged or destroyed in any one occurrence. Said Workman's Compensation, Auto and General Liability Coverage Insurance Policy or Policies, and Certificate of Insurance, shall contain a Cancellation Clause which will allow cancellation by the Builder or its contractor(s) or subcontractor(s) only after thirty (30) days prior written notice to the Corporation.

PART B.

If the Applicant is a Corporation, or several Corporations, the following documents will be needed from **EACH** Corporation:

- a. A **CERTIFIED** copy of the Corporation's **CERTIFICATE OF GOOD STANDING** to evidence that the Corporation can do business in Texas, for each Corporation; from the Texas State Comptroller of Public Accounts.
- b. A **CERTIFIED** copy of the **CORPORATE RESOLUTION** to contract with the Corporation for water service
- c. A **CERTIFIED** copy of the **CORPORATE AUTHORIZATION** allowing indicated individual(s) to execute documents on behalf of said Corporation(s).

PART C.

When the foregoing requirements have been met, construction of the Development's Water Distribution System may begin. Prior to SSWSC's acceptance of the system for service, the following documents shall be in the Corporation's possession:

- a. A **BILL OF SALE** to S.S. Water Supply Corporation assigning ownership of all water lines and appurtenances to the same.
- b. A completed and **ACCEPTABLE SYSTEM PRESSURE CHECK** and receipt of **CERTIFIED, ACCEPTABLE LABORATORY WATER TEST RESULTS.**

SECTION G: RATES AND SERVICE FEES

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

1. **Service Investigation Fee.** The Corporation shall conduct a service investigation for each service application submitted at the Corporation office and report the results under the following terms:
 - a. All Standard Service Applications within established subdivisions where one meter per lot is being requested shall be investigated without charge and all cost for installation shall be quoted to the Applicant within ten (10) working days of the application.
 - b. Any new service request outside of an established subdivision or requesting two or more meters on one lot inside of an established subdivision will be subject to a \$135.00 Processing Fee at the time of application. This Processing Fee will be used to cover the initial engineering and administrative costs. If water service is obtained within a reasonable amount of time, the fee will be applied to the installation cost. This service investigation will determine if the connection falls into a Standard or Non-Standard Service Application.
 - c. All Non-Standard Service Applications shall be subject to a fee, unique to each project, of sufficient amount to cover all administrative, legal and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant, provide cost estimates of the project, present detailed plans and specifications as per final plat, create a Service Agreement for the Applicant, and to provide other services as required by the Corporation for such an investigation. A Non-Standard Service Agreement shall be presented to the Applicant within a reasonable amount of time as determined by the complexity of the project.
2. **Membership Fee.** At the time an Application for Service is completed and submitted, a \$100.00 Membership Fee must be paid before the Application for Service shall be accepted by the Corporation and approved by the Board of Directors on a per-lot or meter basis, whichever is applicable. The Membership Fee is non-refundable, unless the Member has requested the Corporation purchase the Membership and the Board of Directors has approved the repurchase. The membership fee cannot be more than 12 times the minimum monthly base rate.
 - a. The Membership Fee will be charged for each service unit. Membership Fee is subject to change from time-to-time by the Board of Directors.
 - b. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence.
 - c. Persons who acquire a meter(s) from a Member(s) and request service from the Corporation shall pay a new Membership Fee(s) to transfer an existing account in

their name.

3. **Capital Improvement Fee.** Also, at the time an Application for service is completed and submitted, the applicant shall pay a \$2,840 Capital Improvement Fee, which must be paid before the Application for Service shall be accepted by the Corporation and approved by the Board of Directors on a per-lot or meter basis, whichever is applicable. This fund is established for the improvement of the system and to meet applicable regulations governing potable water use, transmission and storage.
4. **Easement Fee.** When the Corporation determines that private right-of-way easements, facilities, and/or sites are necessary to provide service to the Applicant, the Applicant shall be required to secure easements on behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, retaining and filing such rights-of-way, in addition to tap fees otherwise required pursuant to the provisions of this Tariff. These costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites on behalf of the Applicant. Normally, the fee for an easement will be fifty dollars (\$50.00), but is subject to change at any time.
5. **Installation Fee.** The Corporation shall charge an installation fee for service as follows:
 - a. **Standard Service** shall include all current labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water or wastewater service, and shall be charged on a per-tap basis as computed immediately prior to such time as metered service is requested and installed.
 - b. **Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by the Corporation under the rules of Section F of this Tariff.
 - c. **Standard and Non-Standard** installations shall include all costs of any pipeline relocations as per Section E of this Tariff.
6. **New Installation Charges.** 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 of the Corporation's facilities 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. New meter installation charges can vary depending on service requested, area to be served, subdivision(s) within that area, and equipment required. Services required could include, but are not limited to installations with or without pressure regulators, meter installation estimates to be carried out before any installation work begins, and any fees or requirements levied by state, county, or city officials that are incidental to water meter installation. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production. The formula applied to arrive at the needed CIF amount is based on the Corporation's Master Planning Document, and is calculated by

dividing the total capital improvement cost required to support future growth by the number of meters that the system is planning to add to the distribution system.

******Sample new installation charges are listed below. The Corporation reserves the right to amend rates from time-to-time as per the Board of Directors to meet changing market conditions, materials and labor costs per the Texas Public Utility Commission rules******

**DROP-IN WITHOUT PRV: \$3492; IF PRESSURE REGULATOR IS NEEDED
CUSTOMER WILL BE BILLED**

(MBR FEE \$100, CIF \$2840, DROP IN \$325, RADIO \$140, BF \$47, SO \$40)

CIMARRON: WE ONLY SERVICE LOTS #141-223

RIATA

ROPERS RANCH UNIT 1

HOMEPLACE

SHADOW WOODS

SPRING VALLEY

DROP-IN WITH PRESSURE REGULATORS: \$3532

(MBR FEE \$100, CIF \$2840, DROP IN \$325, RADIO \$140, BF \$47, PR \$40, SO \$40)

BROWN SUBDIVISION LOTS 1-4

COUNTRY HILLS

MILLERS COVE

MILLERS CROSSING UNIT 1

OAK TREE + **\$50 EASEMENT**

SENDERA CROSSING

SOUTH FORK MEADOWS

SOUTH PARKWAY

THE MEADOWS ESTATES LOT 3-8; LOTS 1&2 REG

JACOBS ACRES UNIT 2

LEGACY RANCH UNIT 1- LOTS 1 TO 81; UNIT 2- LOTS 82 TO 135; SEE BELOW UNITS 3 & 4

ROSEWOOD

TIERRA ROBLES

WHISPERING OAKS

CIF'S ALREADY PAID: \$692 (MBR FEE \$100, DROP IN & RADIO \$465)

GREAT OAKS **BF \$47, SO \$40**

EDEN CROSSING UNITS 1, 2, 3 & 4 **BF \$47, SO \$40**

EDEN CROSSING UNIT 5,6 **BF \$47, PR \$40, SO \$40**

LEGACY RANCH UNIT 3- LOTS 136 TO 175; UNIT 4- LOTS 176 TO 214 **BF \$47, PR \$40, SO \$40**

TRIPLE R **BF \$47, PR \$40, SO \$40**

MILLERS CROSSING UNIT 2 **BF \$47, PR \$40, SO \$40**

STALLION RIDGE **BF \$47, PR \$40, SO \$40**

THE RESERVE AT LEGACY **BF \$47, PR \$40, SO \$40**

HIDDEN FOREST **BF \$47, PR \$40, SO \$40**

VINTAGE OAKS **BF \$47, PR \$40, SO \$40**

COPPER CREEK **BF \$47, PR \$40, SO \$40**

BRIDGEWATER **BF \$47, PR \$40, SO \$40**

THE WOODLANDS **BF \$47, PR \$40, SO \$40**

WESTFIELD RANCH UNITS 1,2,3 **BF \$47, PR \$40, SO \$40**

CIBOLO RIDGE UNITS 1-55 **BF \$47, PR \$40, SO \$40**

ROCKY POINT **BF \$47, PR \$40, SO \$40**

WESTERN WAY 1-19 **BF \$47, PR \$40, SO \$40**

THE SETTLEMENT 1-60 **BF \$47, PR \$40, SO \$40**

THE FOLLOWING LOCATIONS REQUIRE A METER ESTIMATE - METER ESTIMATE \$135.00

DOVE CROSSING PRESIDENTS PARK OAK BEND TERRACE HILL OAK VALLEY

RANCH COUNTRY WOOD VALLEY DEER RIDGE TWIN OAKS ROLLING HILLS

ENCHANTED OAKS LOST TRAILS C ROAD CR 331 JACOBS ACRES, U1

POST OAK

METER ESTIMATES-	\$135.00
EASEMENTS-	\$50.00
CIF (CAPITAL IMPROVEMENT FEE) -	\$3570.00
MEMBERSHIP FEE-	\$100
TRANSFER FEE-	\$50
METER BOX-	\$20
PRESSURE REGULATOR-	\$40
SHUT OFF VALVE-	\$40
BACKFLOW PREVENTER-	\$47
RADIO-	\$140

CIF NOT PAID

DROP IN + CIF

\$2840.00 CIF

\$100.00 MEMBERSHIP

SEE BELOW DROP IN

\$40.00 SO

CIF PAID

DROP IN (CIF PAID)

\$100.00 MEMBERSHIP

SEE BELOW DROP IN

\$47.00 BF

\$40.00 SO

\$47.00	BF	\$652
\$3492		

DROP IN + PRESSURE REGULATOR

\$2840.00	CIF
\$100.00	MEMBERSHIP
SEE BELOW DROP IN	
\$40.00	PR
\$40.00	SO
<u>\$47.00</u>	<u>BF</u>
\$3532	

DROP IN + PR (CIF PAID)

\$100.00	MEMBERSHIP
SEE BELOW DROP IN	
\$47.00	BF
\$40.00	PR
<u>\$40.00</u>	<u>SO</u>
\$692	

Reservice Rules:

CHECK RVS FOR CHANGEOUT INTERFACE ON AUDIT

If **NO CHANGEOUT INTERFACE ON AUDIT** = Charge \$465

If **CHANGE OUT INTERFACE ON AUDIT** = Charge \$325* {Meter Set \$325, Valves \$127 (3)}

(A DIFFERENCE OF \$140 FOR THE PRICE OF A RADIO)

*If radio is stolen missing charge will be \$365

Radio Price is \$140

7. **Line Extension Fee.** An approved Applicant may have to pay a line extension fee to the Corporation for the purpose of extending a water line to the Applicant's desired service location.

8. Monthly Charges.

a. **Base Rate:** Water Service - The monthly charge for standard metered water service

is for a 5/8" by 3/4" meter. The 5/8" X 3/4" meter charge is used as a base multiplier for larger non-standard meters in accordance with the following chart based on American Water Works Association maximum continuous flow specifications:

Std. meter	-	\$29.20	-	2,000	gallons
1" meter	-	\$76.41	-	5,000	gallons
1.5" meter	-	\$146.70	-	10,000	gallons
2" meter	-	\$291.78	-	20,000	gallons
3" meter	-	\$646.20	-	48,000	gallons
4" meter	-	\$1,130.82	-	84,000	gallons
6" meter	-	\$2,477.05	-	184,000	gallons

- b. **Gallonge Charge** - In addition to the Base Rate, a gallonage charge shall be added at the following rates for usage during any one (1) billing period. The Corporation reserves the right to amend rates as necessary per Texas Public Utility Commission rules and regulations:

\$29.20 Monthly minimum for	2,000 gallons
\$ 3.00 per thousand gals. from	2,001-15,000 gallons
\$ 4.50 per thousand gals. from	15,001 gallons to 30,000
\$ 5.85 per thousand gals. from	30,001 gallons to 50,000
\$ 7.90 per thousand gals. from	50,001 gallons to 75,000
\$11.06 per thousand gals. from	75,001 gallons to 100,000
\$16.04 per thousand gals. From	100,001 gallons and up

****NOTE 1:** The Corporation shall, as required by the Texas Water Code, Section 5.701(n)(B), collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G, Monthly Charges of this Tariff (16 TAC 291.76(d)).

****NOTE 2:** DUPLICATE BILLING FOR OWNERS OF RENTAL AND/OR LEASE PROPERTY. Any person(s) receiving service to a property who is not a Member (renter, lessee, tenant, etc.) will be subject to a duplicate billing fee in the amount of one dollar (\$1.00) per month for each individual meter billing. This fee will cover the cost of mailing a duplicate monthly bill and any subsequent past due notice(s) to the Member.

9. **Assessments.** If at the end of the budget 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 were collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board determines, or as may be required by secured debtors of the Corporation. The sum of such

an assessment, and the amount collected from water and other charges, shall be sufficient so as to fully pay all costs of the operation, maintenance, replacement and repayment of indebtedness for that year's operations.

10. **Late Payment Fee.** Once per billing period, a penalty of ten (10) percent shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period.

NOTE: The Corporation cannot charge political subdivisions and state agencies the late payment fee. (Texas Government Code Chapter 2251.021 and Sec. E.16)

11. **Returned Check Fee.** In the event a check, draft, E-Check, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account from which the instrument was issued shall be assessed a return check fee of forty (\$40.00) dollars.
12. **Reconnect Fee.** The Corporation shall charge a fee of \$25.00 for reconnecting service that the Corporation had previously disconnected the for any reason provided for in this Tariff, except for Activation of Service under Section E.
13. **Service Trip Fee.** The Corporation shall charge a trip fee of \$25.00 for any service call or trip to the Member's tap as a result of a request by the Member or resident for response to damage of the Corporation's or another Member's facilities, for customer service inspections due to suspicion of meter tampering, bypass or diversion of service, or for the purpose of disconnecting or collecting payment for services.
14. **Equipment Damage Fee.** If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, diversion of service or other activity deemed detrimental to the Corporation by its Board of Directors, a minimum material and administrative fee shall be charged against the member or party responsible for said detrimental activity. This minimum material and administrative fee shall be the greater of forty (\$40.00) dollars, or the actual costs for all labor, material, and equipment necessary for each individual repair, replacement, and/or other Corporate action as may be required as a result of the detrimental activity prohibited by this section. If the Corporation's equipment has not been damaged by any detrimental activity, a fee equal to the actual costs for all labor material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection or service without authority shall be charged. All fees levied pursuant to this Section shall be paid before service is re-established. All components of this fee will be itemized, and this statement shall be provided to the Member. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way or meter shut-off valve, radio transmitter components, Advanced Metering Infrastructure pieces, or any other items by prohibited or abnormal 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 prohibited acts. Any Member or person causing in whole or part any activity described in this section, who fails to render payment following receipt of a statement will be prosecuted under all legal remedies available to the Corporation, including, but not limited to, Criminal mischief under the provisions of the Texas Penal Code §28.03, Criminal Mischief.

15. **Meter Tampering and Damage to Property Penalty.** In addition to the Equipment Damage Fee, the Corporation may charge a penalty for “Tampering” as defined in this Tariff. The penalty may only be assessed against the person who committed the Tampering.
16. **Customer History Report Fee.** A copy of the Member’s record of past six (6) months water purchases may be provided free of charge. Any information request over six (6) months may require a charge.
17. **Meter Estimate Fee.** A fee of \$135.00 will be charged to individuals seeking new meter installation. This estimate, once delivered, is non-refundable and is only valid for thirty (30) days.
18. **Meter Test Fee.** The Corporation shall test a Member’s meter upon written request of the Member. Under the terms of Section E of this Tariff, a charge of twenty five dollars (\$25.00) shall be imposed on the affected account, if the meter test results are within the required serviceable range. If the meter is found to be defective, there will be no fee.
19. **Meter Data Log Fee.** A fee of forty-five (\$45) dollars will be charged to data log a smart meter at the point-of-service by request of the Member. This fee would include a digital copy of the data log results which can be sent via email. If the Member requires a paper copy of the data log, the Office Manager will determine additional charges based on materials and postage cost.
20. **Remote Meter Data Log Fee.** A fee of \$20 will be charged to remote data log a smart meter at the Corporate Office using Advanced Metering Infrastructure tools by request of the Member. This fee is for a paper copy only of the remote data log results covering up to 90 calendar days of the Member’s water usage.
21. **Pressure Regulators.** A Pressure Regulator may be purchased from the Corporation. A current price list will be available at the Corporation office.
22. **Shut-Off Valve.** An American Water Works Association (AWWA) approved Shut-off valve may be purchased from the Corporation. A current price list will be available at the Corporation office.
23. **Backflow Valve / Assembly.** A Back-flow valve/assembly may be purchased from the Corporation. A current price list will be available at the Corporation office.
24. **Administrative Fee, Deferred Payment Plan.** There is a five (\$5.00) dollar monthly Administrative Fee for Members with a Deferred Payment Plan, for as long as there is a remaining balance.

25. **Tariff Copy Fee.** There will be a copy of the Corporation's Tariff kept in the Corporation Office that Members may view during regular office hours. A copy may be signed-out of the Corporation Office for a period not to exceed five (5) days, after the twenty-five (\$25.00) dollar deposit has been collected by the Corporation, which will be refunded after the Tariff has been returned (in the same condition as when issued) to the Corporation Office, otherwise the deposit will be forfeited. Any request for a copy of the Corporation's Tariff may be purchased at a cost of twenty-five (\$25.00) dollars.
26. **By-Laws Copy Fee.** There will be a copy of the Corporation's By-Laws kept in the Corporation Office that Members may view during regular office hours. New members will be given a copy of the Corporation By-Laws at the time of application at no charge. Additional copies may be purchased at a cost of ten (\$10.00) dollars.
27. **Temporary Service Fee.** When service to a residence or business has been discontinued or canceled, it may be temporarily reinstated for the purpose of inspection, maintenance or repairs associated with preparation toward sale of property. There will be a twenty-five (\$25.00) service charge for each trip made to the property for this purpose, including initial activation and service disconnection when completed. The standard water usage fee per gallon will apply to water used during this process. This service request is not applicable to any currently occupied business or residence, or is it to exceed fourteen (14) days in duration.
28. **Administrative/Clerical and/or Reset Fee for Account Delinquency.** The Corporation shall charge a fee of fifty (\$50.00) dollars on all delinquent accounts listed on the Cut-Off List, for which payment-in-full has not been received in the Corporation office, and at such time when SSWSC representatives have arrived at the service location for purposes of discontinuing the service (locking of the meter) on the date as stated on the Cut-Off Notification Letter.
29. **Subdividers and Developers Non-Standard Service Extension Processing Fee.** At the time of Application tender, the Applicant will be assessed a Non-Standard Service Extension Processing Fee based on the number of lots within the subdivision in the amount specified in the following table, shall be paid to the Corporation:

Fee	Number of Lots to Be Subdivided
\$4,500.00	Under 50 Lots
\$8,000.00	51 – 200 Lots
\$10,000.00	201 – 500 Lots
\$12,500.00	501 Lots or more

This Non-standard Service Extension Processing Fee is to cover initial Administrative, Legal, Engineering and filing fees incurred in connection with preparation for any Proposed Development, whether or not such transaction shall be completed as expected. Any part of the Fee remaining after completion of the project will be refunded to the Applicant with an itemized accounting of all expended funds. Any additional expenses

over and above the Non-Standard Service Extension Processing Fee incurred as a result of efforts by the Corporation toward the Applicant's request, shall be billed to and paid by the Applicant.

30. **Subdivision Capital Recovery Fee.** This fee is paid by all developers creating new subdivisions within S.S. Water's Certificate of Convenience and Necessity boundaries. This fee is calculated by multiplying the Capital Improvement Fee by the number of approved lots in the subdivision. The fee is collected after the sub-developer's subdivision is approved by the County Commissioner's Court, and before the contract is drafted. The Subdivision Capital Recovery Fee is transferred into the corporation's Capital Improvement Fund, and spent to enhance the water distribution system for the forthcoming development. Once this impact fee is paid for these lots within the subdivision, future members will not be required to pay the Capital Improvement Fee.
31. **Transfer Fee.** An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$50.00.
32. **Membership Certification Copy Fee.** A fee of \$25.00 will be charged to provide a duplicate copy of the Membership Certification.
33. **Non-Disclosure Fee.** A fee of \$15.00 shall be assessed any customer requesting in writing that personal information under the terms of this Tariff not be disclosed to the public.
34. **Information Copy Fee.** A fee for the copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the Texas Government Code.
35. **Regulatory Assessment.** A fee of 0.5% of the amount billed for water/sewer service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. NOTE: The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Oct. 2002; TCEQ Section 291.76 (c))
36. **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 sales charges, this fee or assessment will be billed and collected as a "pass through" charge to the Member/customer.
37. **Groundwater District Production Fee.** A fee to purchase the right from landowners to pump water that would supply a new subdivision, and charged to the Corporation by Groundwater Conservation Districts or other state-assigned regulatory bodies based on the amount of water pumped from the Corporation's wells located within the boundaries of the District.
38. **Other Fees.** All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request or cause of a customer or Member shall be

charged to the Applicant based on the cost of providing such service

SECTION H
DROUGHT CONTINGENCY PLAN
(EMERGENCY RATIONING PROGRAM)

Section I. Declaration of Policy, Purpose, and Intent

S.S. Water Supply Corporation hereinafter called the Corporation hereby adopts the following regulations and restrictions on the delivery and consumption of water. This is being done to comply with the State of Texas requirements, conserve our available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection. These actions are also taken to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions. Water uses regulated or prohibited under this Drought Contingency Plan (hereinafter called the Plan) are considered to be 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. Such waste should subject the offender(s) to penalties as defined in Sections VIII, IX and XI of this Plan.

Section II: Public Notice Requirements

The Corporation will periodically provide the public with information about the Plan. This information will include information about the conditions under which each stage of the Plan is to be initiated or terminated. It will also contain the drought response measures to be implemented in each stage. This information will be provided by means of a written notice, mailed or delivered to each Member prior to starting any provisions of this Plan. The notice should also be placed in the local newspaper. The member notice should contain the following information:

- a. The date the rationing should begin.
- b. The date the rationing will end, if possible.
- c. The stage (level) of rationing to be employed, and
- d. Affected area to be rationed.

Section III: Coordination with Regional Water Planning Groups

The service area of S.S. Water Supply Corporation is located within Region L of the State Regional Water Planning Group. The Corporation has provided a copy of this Plan to the Region L planning Committee.

Section IV: Authorization

The Board President, 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 Board President, or his/her designee, should have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section V: Application

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

Section VI: Definitions

For the purposes of this Plan, the following definitions should 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: Any person, company, or organization using water supplied by S.S. Water Supply Corporation.

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, 8 and locations without addresses.

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.

Household total maximum daily water demand: Historically is 555 gallons per day, per household.

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; use of water to wash down buildings or structures for purposes other than immediate fire protection; flushing gutters or permitting water to run or accumulate in any gutter or street; use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pool; use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life; failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and 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, 9.

Section VII: Triggering Criteria for Initiation and Termination of Drought Response Stages

1. The Corporation's General Manager should monitor water supply and/or demand conditions on a daily basis and inform the Board President, or his/her designee, when approaching any of the triggering criteria set forth in this section of the Plan. Public notification of the initiation or termination of drought response stages should be by means of direct mail to each customer, signs posted in public places and publication in a newspaper of general circulation. (See Section II, Public Notice Requirements)

2. The triggering criteria described below are based on the Corporation's Engineering analysis of the vulnerability of the water source under drought of record conditions and/or when the system demand exceeds production or storage capability measured over a twenty-four (24) hour period, and refilling the storage facilities is rendered impossible.

(a) Stage 0 – Year Round Daily Watering Schedule

1) Requirements for initiation: Based on the type of water (Carrizo) used, the treatment systems utilized, and in conformance with the water conservation plan, the Corporation wants to conserve water for future customers and equalize the watering schedule throughout the

system so not to cause water quality issues.

2) *Requirements for termination:* None.

(b) Stage 1 - Mild Water Storage Conditions

1) *Requirements for initiation:* When total daily water demand equals or exceeds 3.0 million gallons for three consecutive days or 3.50 million gallons on a single day. At that time, customers should be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses. These uses are defined in Section VI - Definitions.

2) *Requirements for termination:* Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of twenty (20) consecutive days.

NOTE: Upon termination of Stage 1, Stage 0 becomes operative.

(c) Stage 2 - Moderate Water Shortage Conditions

1) *Requirements for initiation:* When total daily water demand equals or exceeds 3.0 million gallons for three consecutive days or 3.50million gallons on a single day and/or continually falling treated water reservoir levels do not refill above ninety percent (90%) overnight.

2) *Requirements for termination:* Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of fifteen (15) consecutive days.

NOTE: Upon termination of Stage 2, Stage 1 becomes operative.

(d) Stage 3 - Severe Water Shortage Conditions

1) *Requirements for initiation:* When total daily water demand equals or exceeds 3.0 million gallons for three consecutive days or 3.50 million gallons on a single day and/or continually falling treated water reservoir levels which do not refill above eighty percent (80%) overnight. At that time, customers should be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan.

2) *Requirements for termination:* Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of ten (10) consecutive days.

NOTE: Upon termination of Stage 3, Stage 2 becomes operative.

(e) Stage 4 - Critical Water Shortage Conditions

1) *Requirements for initiation:* When total daily water demand equals or exceeds 3.0 million

gallons for three consecutive days or 3.50 million gallons on a single day and/or continually falling treated water reservoir levels which do not refill above seventy-five percent (75%) overnight. At that time, customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan.

- 2) *Requirements for termination:* Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of five (5) consecutive days.

NOTE: Upon termination of Stage 4, Stage 3 becomes operative.

(f) Stage 5 - Emergency Water Shortage Conditions

- 1) *Requirements for initiation:* When the Board President, or his/her designee, determines that a water supply emergency exists; customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan.

- 2) Declaration of Stage 5 will be based on the following:

§ Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or

§ Natural or man-made contamination of the water supply source(s).

- 3) *Requirements for termination:* Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days.

(g) Water Rationing

- 1) *Requirements for initiation:* In the event that water shortage conditions threaten public health, safety, and welfare, Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and comply with the requirements and restrictions for Stage 5 of this Plan when the aforementioned triggering criteria are met.

- 2) *Requirements for termination:* Water rationing may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days.

Section VIII: Drought Response Stages

The Corporation General Manager should monitor water supply and/or demand conditions on a daily basis and inform the Board President, or his/her designee, when approaching any of the triggering criteria set forth in Section VII of the Plan. The Board President, or his/her designee, should then determine that a normal, mild, moderate, severe, critical, or emergency condition exists and should implement the following actions upon publication of notice in a newspaper of

general circulation:

Water Use Restrictions:

1. Stage 0 – Year-Round Daily Watering Schedule

Goal: Conserve water annually and prevent water quality issues.

(a) Water customers are required to limit the irrigation of landscaped areas to two days per week: Sundays and Thursdays for customers with a physical address ending in an even number (0, 2, 4, 6 or 8); and Saturdays and Wednesdays for water customers with a physical address ending in an odd number (1, 3, 5, 7 or 9). Irrigation of landscaped areas is prohibited between the hours of 10 a.m. and 8 p.m.

(b) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

(c) Violations and Penalties

- 1) First Violation: The customer/member will be given written notice of their specific violation and their need to comply with the tariff rules. The notice will include a list of penalties to be assessed for continued violations.
- 2) Second Violation: The member/customer will be assessed a \$50 penalty for this violation.
- 3) Third Violation: The member/customer will be assessed a \$75 penalty for this violation.
- 4) Fourth Violation: The member/Customer will be assessed a \$100 penalty and the Corporation personnel will install a flow restrictor at the member's meter. The member will be charged an additional \$50 for the installation plus the cost of the flow restrictor.
- 5) Subsequent Violations: The member will be assessed a \$125 penalty.

NOTE: All fees collected as penalties will be deposited in the Corporation's Capital Improvement Fund that will enhance the water supply for all corporation members

1. Stage 1 - Mild Water Shortage Conditions

Goal: Achieve a 10 percent reduction in total maximum daily water demand.

(a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to one day per week: Saturdays for customers with a physical address ending in 0, 1 or 2; Sundays for customers with a physical address ending in 3, 4 or 5; Wednesdays for

customers with a physical address ending in 6 or 7; and Thursdays for customers with a physical address ending in 8 or 9. Irrigation of landscaped areas is prohibited between the hours of 10 a.m. and 8 p.m.

(b) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

(c) Penalties will be assessed under Stage 0 conditions. Manager may send letters to members that are not complying with the restrictions to encourage participation.

(d) Violations and Penalties

- 1) First Violation: The customer/member will be given written notice of their specific violation and their need to comply with the tariff rules. The notice will include a list of penalties to be assessed for continued violations.
- 2) Second Violation: The member/customer will be assessed a \$50 penalty for this violation.
- 3) Third Violation: The member/customer will be assessed a \$75 penalty for this violation.
- 4) Fourth Violation: The member/Customer will be assessed a \$100 penalty and the Corporation personnel will install a flow restrictor at the member's meter. The member will be charged an additional \$50 for the installation plus the cost of the flow restrictor.
- 5) Subsequent Violations: The member will be assessed a \$125 penalty.

NOTE: All fees collected as penalties will be deposited in the Corporation's Capital Improvement Fund that will enhance the water supply for all corporation members.

2. Stage 2 - Moderate Water Shortage Conditions

Goal: Achieve a 25 percent reduction in total maximum daily water demand.

(a) Water Use Restrictions. Under threat of penalty for violation, the following mandatory water use restrictions shall apply to all persons:

- 1) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to one day per week: Saturdays for customers with a physical address ending in 0, 1 or 2; Sundays for customers with a physical address ending in 3, 4 or 5; Wednesdays for customers with a physical address ending in 6 or 7; and Thursdays for customers with a physical address ending in 8 or 9. Irrigation of landscaped areas is prohibited between the hours of 10 a.m. and 8 p.m. on all 7 days of the week. 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 systems.

- 2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days. 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 rinses. 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 are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- 3) 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, but prohibited between the hours of 10 a.m. and 8 p.m.
- 4) 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 re-circulation system.
- 5) 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 Corporation.
- 6) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days and prohibited between the hours 10:00 a.m. and 8 p.m.
- 7) All restaurants are prohibited from serving water to its patrons except when requested.
- 8) The following uses of water are defined as non-essential and are prohibited:
 - § wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - § use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - § use of water for dust control;
 - § flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - § failure to repair a controllable leak(s) within a reasonable period after having been given notice

directing the repair of such leak(s).

(b) Violations and Penalties:

- 1) First Violation: The customer/member will be given written notice of their specific violation and their need to comply with the tariff rules. The notice will include a list of penalties to be assessed for continued violations.
- 2) Second Violation: The member/customer will be assessed a \$60 penalty for this violation.
- 3) Third Violation: The member/customer will be assessed a \$100 penalty for this violation.
- 4) Fourth Violation: The member/Customer will be assessed a \$150 penalty and the Corporation personnel will install a flow restrictor at the member's meter. The member will be charged an additional \$50 for the installation plus the cost of the flow restrictor.
- 5) Subsequent Violations: The member will be assessed a \$250 penalty.

NOTE: All fees collected as penalties will be deposited in the Corporation's Capital Improvement Fund that will enhance the water supply for all corporation members.

3. Stage 3 - Severe Water Shortage Conditions

Goal: Achieve a 50 percent reduction in total maximum daily water demand.

(a) Water Use Restrictions. All requirements of Stage 1 and 2 should remain in effect during Stage 3 except:

- 1) Irrigation of landscaped areas shall be limited to designated watering days as prescribed below, but can only be accomplished by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system:

Address Ending In	Watering Days of the Month
0 or 1	1 st & 3 rd Saturday
2	2 nd & 4 th Saturday
3 or 4	1 st & 3 rd Sunday
5	2 nd & 4 th Sunday

6	1 st & 3 rd Wednesday
7	2 nd & 4 th Wednesday
8	1 st & 3 rd Thursday
9	2 nd & 4 th Thursday

* Should there be a 5th week in the month, no one is allowed to water.

- 2) The use of hose-end sprinklers is prohibited at all times.
- 3) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the Corporation.
- 4) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

(b) Violations and Penalties

- 1) First Violation: The customer/member will be given written notice of their specific violation and their need to comply with the tariff rules. The notice will include a list of penalties to be assessed for continued violations.
- 2) Second Violation: The member/customer will be assessed a \$75 penalty for this violation.
- 3) Third Violation: The member/customer will be assessed a \$125 penalty for this violation.
- 4) Fourth Violation: The member/Customer will be assessed a \$150 penalty and the Corporation personnel will install a flow restrictor at the member's meter. The member will be charged an additional \$50 for the installation plus the cost of the flow restrictor.
- 5) Subsequent Violations: The member will be assessed a \$250 penalty and their account will be locked for 24 hours. A service fee of \$50 will also be assessed to lock and unlock the account.

NOTE: All fees collected as penalties will be deposited in the Corporation's Capital Improvement Fund that will enhance the water supply for all corporation members.

4. Stage 4 - Critical Water Shortage Conditions

Goal: Achieve a 75 percent reduction in total maximum daily water demand.

(a) Water Use Restrictions. All requirements of Stage 1, 2 and 3 shall remain in effect during Stage 4 except:

- 1) All outdoor watering is prohibited at all times.
- 2) 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 station and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing will only be allowed at commercial car washes and commercial service stations incorporating a water recycling system, and shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10 p.m.
- 3) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- 4) 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 re-circulation system.
- 5) No applications for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind should be allowed or approved.

(b) Violations and Penalties

- 1) First Violation: The customer/member will be given written notice of their specific violation and their need to comply with the tariff rules. The notice will include a list of penalties to be assessed for continued violations.
- 2) Second Violation: The member/customer will be assessed a \$250 penalty for this violation.
- 3) Third Violation: The member/customer will be assessed a \$400 penalty for this violation and the installation of a flow restrictor. The installation and cost of the flow restrictor will be at the members cost.
- 4) Subsequent Violations: The member will be assessed a \$400 penalty and their account will be locked for 24 hours. A service fee of \$50 will also be assessed to lock and unlock the account.

NOTE: All fees collected as penalties will be deposited in the Corporation's Capital Improvement Fund that will enhance the water supply for all corporation members.

5. Stage 5 - Emergency Water Shortage Conditions

Goal: Achieve an immediate reduction in total daily household water use.

- a) Water Use Restrictions. All requirements of Stage 1, 2, 3, and 4 shall remain in effect during Stage 5 except:
 - 1) Irrigation of landscape areas is absolutely prohibited.
 - 2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
 - 3) Limited household water usage – Water Rationing (See Section IX).

The Corporation may limit water usage to a gallonage determined by the water plant's mechanical capability to provide continuous service prorated over all members served by the water plant.

- b) Violations and Penalties
 - 1) First Violation: The member will be assessed a \$400 penalty for this violation. Water restrictors may be installed for members that exceed the limited gallonage (Section IX). A flow restrictor should be installed at the Member's expense (not to exceed actual cost or fifty dollars (\$50.00) plus the cost of the restrictor). Tampering with the flow restrictor will result in water service termination for 24 hours. The normal Reconnection Fee and Service Trip Fee of the Corporation shall apply for restoration of service. The maximum number of gallons per meter per month shall be contained in the notice to each member.

Section IX: Water Rationing

In the event that water shortage conditions threaten public health, safety, and welfare, the General Manager is hereby authorized to ration water according to the following water allocation plan:

1. Residential Customers

- (a) Single Family Residential Customers: The allocation to residential water customers residing in a single-family dwelling should be as follows: The Corporation will assume each single-family residential connection serves the state average of 3 people per household unless the member notifies the Corporation in writing that more family members live at the residence.

Persons / Household	Gallons / Monthly
1 or 2	3,600
3 or 4	6,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

“Household” means the residential premises served by the customer’s meter. “Persons per household” includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It should be assumed that a particular customer’s household is comprised of three (3) persons unless the customer notifies the Corporation of a greater number of persons per household on a form prescribed by the Office Manager. The Corporation should ensure forms are provided, or made available to every residential customer. It is the customer’s responsibility to complete and sign the form claiming more than three (3) persons per household.

New customers may claim more persons per household at the time of applying for water service on the form prescribed by the Office Manager. When the number of persons per household increases, so as to place the customer in a different allocation category, the customer may notify the Corporation on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the Corporation in writing within two (2) days. In prescribing the method for claiming more than three (3) persons per household, the Office Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the Corporation of a reduction in the number of people in a household shall pay the following surcharges:

\$ 5.00 for the first 1,000 gallons over allocation.

\$10.00 for the second 1,000 gallons over allocation.

\$20.00 for the third 1,000 gallons over allocation.

\$50.00 for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

(b) Master-Metered Multi-Family Residential Customers

- 1) The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the Corporation of a greater number on a form prescribed by the Office Manager. The Office Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it should be the customer's responsibility to go to the Corporation offices to complete and sign the form claiming more than two (2) dwellings.
- 2) A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the Office Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the Corporation in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the Office Manager should adopt methods to insure accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the Corporation of a reduction in the number of persons in a household shall pay the following monthly surcharges:
 - \$5.00 for 1,000 gallons over allocation up through 1,000 gallons over allocation
 - \$10.00, thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
 - \$20.00, thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
 - \$50.00, thereafter, for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

2. Commercial Customers

(a) A monthly water usage allocation shall be established by the Board of Directors for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75 percent of the customer's usage for the corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists.

(b) The Office Manager shall give his/her best effort to see that notice of each non-residential

customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the Corporation to determine the allocation. Upon request of the customer or at the initiative of the General Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one non-residential customer agrees to transfer part of its allocation to another non-residential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Board of Directors. Non-residential commercial customers shall pay the following surcharges:

\$ 5.00 for the first 1,000 gallons over allocation.

\$10.00 for the second 1,000 gallons over allocation.

\$20.00 for the third 1,000 gallons over allocation.

\$50.00 for each additional 1,000 gallons over allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

3. Industrial Customers (NOTE: SSWSC currently has no Industrial Customers, consequently there is no current data to develop this section. It is therefore included for future implementation when required.

Section X: Enforcement

(a) No person shall knowingly or intentionally allow the use of water from the Corporation 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 the President of the Board, or his/her designee, in accordance with provisions of this Plan.

(b) Any person, including a person classified as a water customer of the Corporation, in apparent control of the property where a violation occurs or originates should be presumed to be the violator, and proof that the violation occurred on the person's property should constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person should 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.

Section XI: Violation of Emergency Rationing Rules

	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4	Emergency
1 st Violation	LTR	LTR	LTR	LTR	LTR	* ** \$400
2 nd Violation	\$50	\$50	\$60	\$75	\$250	See Section
3 rd Violation	\$75	\$75	\$100	\$125	* \$400	IX
4 th Violation	* \$100	* \$100	* \$150	* \$150	N/A	
Subsequent Violations	\$125	\$125	\$250	** \$250	** \$400	

* Corporation may install a flow restrictor at the member's expense.

** Corporation may suspend service for 24 hours and charge the member for the cost of locking and unlocking the account.

Section XII: Variances

The Board of Directors, 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 the Corporation within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the President of the Board, 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 form 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.

Variances granted by the Corporation shall be subjected to the following conditions, unless waived or modified by the President of the Board or his/her designee:

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance. The Corporation shall treat all Members equally concerning exemptions and variances, and shall not employ discrimination in such grants.

Section XIII: Rates

All existing rate schedules shall remain in effect during the rationing period, and no charges may be levied against a Member which are not contained in the approved Tariff of the Corporation as filed with the Texas Commission on Environmental Quality.

Section XIV: Severability

It is hereby declared to be the intention of the Board of Directors that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the Board of Directors without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION I: Conflict of Interest Policy

- 1) A person is disqualified from serving as a Director on the Board for the Corporation if:
 - a) He or she is a developer of property within the service area of the Corporation;
 - b) He or she is an employee of any developer of property within the service area of the Corporation;
 - c) He or she is an employee of any director, manager, engineer, or attorney for the Corporation;
 - d) He or she is serving as a consultant, engineer, attorney, manager, or in any other professional capacity for the Corporation or for a developer of property within the service area of the Corporation;
 - e) He or she is a party to a contract with the Corporation, except a contract for the purchase of water service furnished by the Corporation to the Corporation's members generally, or;
 - f) He or she is a party to a Contract with any developer of property within the service area of the Corporation, other than a contract limited solely to the purpose of purchasing or conveying real property within the service area of the Corporation for the purpose of establishing a residence or establishing a commercial business within the service area of the Corporation;
 - g) He or she is serving as a decision-maker, managerial employee, or in some professional capacity representing a municipality, district, or utility which is currently contracting with the Corporation for water utility or other service or other conditions for consideration;
 - h) He or she is a member of the immediate family of a Director of the Corporation or of any other person serving a managerial capacity, as an attorney, accountant, or as an engineer on behalf of the Corporation or if he or she serves as a director or as an officer for any bank or savings and loan association retained as a depository for the funds of the Corporation, or any bank or savings and loan association which holds any indebtedness of the Corporation.
- 2) A person is disqualified from employment by the Corporation if he or she is a member of the immediate family of any Director of the corporation or of any other person serving in a managerial capacity, or has any pecuniary interest whatsoever in connection with and financial matters relating to the Corporation.
- 3) As used in this policy, the term "developer of property within the service area of the Corporation" refers to any person who owns land located within an area served by the

Corporation, or obligated to be served by the Corporation under a Certificate of Convenience and Necessity and who has divided or purposes to divide the land into two or more parts for the purpose of laying out a subdivision, or any tract or any addition to any subdivision, or for laying out residential lots or commercial lots, or any lots intended for any use which require, or may require, water service from the Corporation.

- 4) Any Relationship or employment which constitutes a disqualification, as set forth herein shall be considered grounds for removal or termination of employment.
- 5) No Officer or Director of the Corporation shall be entitled to any compensation for or in consideration of the execution of his duties as such Officer or Director, provided, however, that the actual, reasonable expenses of an Officer or Director incurred on the business of the Corporation may, with the approval of the Board of Directors, to be paid to them.
- 6) No Officer or Director of the Corporation shall:
 - a) Solicit or accept or agree to accept a financial benefit, other than from the Corporation, that might reasonably tend to influence his or her performance of duties for the Corporation or that he or she knows or should know is offered with the intent to influence the Officer's or Director's performance of his or her duties.
 - b) Accept employment or compensation that might reasonably induce him or her to disclose confidential information acquired in the performance of official duties;
 - c) Accept outside employment or compensation that might reasonably be expected to create a substantial conflict between the Officer's and Director's private interest and duties of the Corporation; or
 - d) Solicit or accept or agree to accept a financial benefit from another person in exchange for having performed duties as an Officer or Director of the Corporation in favor of that person.
- 7) The Board of Directors may accept on behalf of the Corporation any contribution, gift, request, or devise for the general purpose or for any special purpose of the Corporation, provided, however, that the Board of Directors may reject any donation made upon a condition or restriction if in the discretion of the Board of Directors the acceptance of the donation as so conditioned or restricted will be in the best interest of the Corporation.
 - a) The removal of any Director of the Corporation because of disqualification under this policy shall not affect the validity of any action taken by the Corporation through its Board of Directors during the time of service by that Director, even though the Director may have been acting under the disqualification at the time of such service.

- 8) If at any time any Officer or Director is required to vote in his or her capacity as a Director on an issue which may create a conflict of interest, which may be deemed a conflict of interest by the Board, or which may be interpreted by the membership as a conflict of interest, the Officer or Director shall abstain from voting, as a matter of record, on that issue. The person, upon the issue arising, shall remove him or her from that agenda item by leaving the room during said discussion.
- 9) The Corporation shall at all times maintain the following written Code of Conduct which governs the performance of the Corporation's Officers, Directors, employees or agents engaged in the award and administration of contracts:
 - a. No Officer, Director, employee, or agent of the Corporation shall participate in the selection, award or administration of a contract, if a conflict of interest, real or apparent would be involved. Examples of such conflicts would arise when: the Officer, Director, employee or agent, any member of their immediate family, their partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest, or potential for the same, in the firm selection for the award;
 - b. The Corporation's Officers, Directors, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties of sub agreements;
 - c. To the extent permitted by Federal, State or local law or regulations, appropriate penalties, sanctions or other disciplinary actions for violation of such standard by the Corporation's Officers, Directors, employees, contractors, or agents will be applied by the Corporation or a court of competent jurisdiction requested to enforce same.
- 10) Except as otherwise provided in the laws of the state or federal government, the Corporation shall adhere to the following policy for awarding contracts:
 - a. Except as otherwise provided herein, the Board shall advertise for bids on contracts and for the purchase of materials, machinery, and all things to constitute the plant, works, facilities, and improvements of the Corporation for construction;
 - b. A contract may cover all of the improvements to be provided by the Corporation, or various elements of the improvements may be segregated for the purpose of receiving bids and awarding contracts. A contract may provide that the improvements will be constructed in stages over a period of years;
 - c. A contract may provide for the payment of a total sum that is the complete cost of improvement or may be based on bids to cover the cost of units of the various elements entering into the work as estimated and approximately specified by the Corporation's engineers or a contract may be let and awarded in any other form or composite of forms and to any responsible person or persons that, in the Board's

judgement will be most advantageous to the Corporation and result in the best and improvements, facilities, works, equipment, and appliances;

- d. For contracts of twenty-five thousand dollars (\$25,000) or more, the Board shall advertise the letting of the contract through the Corporation's representing Engineer of Record. The Engineer of Record will ensure announcement of general conditions, time, and place of opening sealed bids. The Engineer of Record will provide bid announcements to a list of approved contractors with established records of water contract or specific project-related work. The select list of contractors will be modified as required and subject to periodic Board review to ensure the widest possible dissemination of bid opportunities to qualified contractors. For water line, water plant and water storage projects, the Engineer of Record shall market projects directly to potential contractors through professional trades "Plans Rooms" to provide contractors the opportunity to review project plans pursuant to bidding the project. Upon opening of sealed bids, the Engineer of Record shall forward the bid tabulation sheet depicting the number of bids received and any recommendations directly to the Board via Management for consideration and approval.
- e. For contracts worth fifteen thousand (\$15,000) dollars or more but less than twenty-five thousand (\$25,000) dollars, the Board shall solicit written competitive bids on uniform written specifications from at least three bidders, allowing reasonable intervals for response to secure responsive and responsible offers.
- f. For contracts of less than fifteen thousand dollars (\$15,000), the Board is not required to advertise or seek competitive bids.
- g. The Board may not subdivide work to avoid the advertising requirements specified in this policy.
- h. The Board may not accept bids that include substituted items, either before or after the Corporation enters into a construction contract, unless the substituted items were included in the original bid proposal and all bidders had the opportunity to bid on the substituted items.
- i. Change orders to contracts may be issued only as a result of unanticipated condition(s) encountered during construction or changes in regulatory criteria, to facilitate project coordination with other political entities, or upon suggestion of changes by Management, the Board of Directors or Professional Engineer. The Corporation's Engineer and General Manager shall prepare and maintain standard forms and use said forms for all change orders of any magnitude. Change orders shall be approved by the Board before any payment is made pursuant to such change order.
- j. These policy provisions do not apply to contracts for personal or professional services or for utility service operators.

SECTION J: SAMPLE APPLICATION PACKET
AND CORPORATE SERVICE FORMS

- Customer Request for Personal Information Contained in Utility Records to Not be Released to Unauthorized Persons
- Customer Notice of Water Use Restrictions
- Customer Notice of First Violation & Penalty
- Customer Notice of Second Violation & Penalty
- Customer Notice of Subsequent Violation & Penalty
- Notice of Service Termination
- Notice of Prohibition of Multiple Connections to a Single Tap
- SSWSC Meter Test Authorization & Test Report
- SSWSC Notice to Owner of Rental Property
- Notice of Requirement to Comply with the Subdivision & Service Extension Policy of SSWSC
- SSWSC Notice of Returned Check
- Easement Refusal & Affidavit
- Acknowledgement of Easement Refusal
- Release of Easement
- TCEQ Sanitary Control Easement
- SSWSC Membership Termination Notice
- Dedication, Bill of Sale, and Assignment (Developer Form)
- SSWSC Applicant Notice of Insufficient Information
- Dedication, Bill of Sale, and Assignment (Individual Service Form)
- Miscellaneous Tariff Filing Requirements
- Notice of Rate Increase
- Calculation of Average Net-Equity Buy-In Fee
- Meter Equivalents Chart
- Customer Service Inspection Form
- Duplicate Billing Agreement (Owner)
- Duplicate Billing Agreement (Renter)
- SSWSC Real Estate Easement
- Final Read Request Form
- Leak Adjustment Form
- Membership Cancellation Form
- Water Meter Estimate Request
- New Member Service Application and Agreement
- Payment Extension Application
- Payment Plan Form
- Backflow Prevention Assembly Test and Maintenance Form

**CUSTOMER REQUEST FOR PERSONAL INFORMATION CONTAINED IN UTILITY
RECORDS TO NOT BE RELEASED TO UNAUTHORIZED PERSONS**

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. A customer also may make confidential information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage, unless the primary source of water for the utility is a sole-source designated aquifer.

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of \$15.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for \$15.00 to:

S.S. Water Supply Corporation
P.O. Box 1000
La Vernia, TX, 78121

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

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

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

Detach and Return This Section

I want you to make my personal information, including my address, telephone number, usage and billing records, and Social Security number confidential. I have enclosed my payment of \$15.00 for this service.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

CUSTOMER NOTICE OF WATER USE RESTRICTIONS

As part of SS Water Supply Corporation's Advanced Metering Infrastructure (AMI), we began installing radios in each of your meter boxes that are capable of transmitting water usage information in near-real time to our office. This new system has enabled us to better track water usage throughout our system, and will assist staff in detecting leaks on the Members side of the meter. This AMI is also capable of alerting staff whenever Members have spikes in water consumption during a given period.

While there may be legitimate reasons for a noticeable increase in water usage on certain hours and certain days, we'd like to take this opportunity to remind our Membership that the Corporation has adopted a year-round watering schedule, referred to as Stage 0, in the hopes that this conservation measure will ensure adequate water supplies now and into the future. Please adjust your outside irrigation schedules accordingly per the directions described below.

PUBLIC NOTICE
S. S. Water Supply Corporation
Year-round Water Conservation Plan
Watering Schedule Stage 0
Effective immediately until superseded

The purpose of this conservation plan is to minimize water waste, maintain adequate water levels in storage facilities/tanks to handle peak usage hours, reduce discoloration issues, and to ensure adequate water supplies for future generations.

- **Landscape Irrigation.** The use of hose-end sprinklers or automatic irrigation systems shall be limited to:
 - *Sundays and Thursdays* for members with a mailing address ending in an even number (0, 2, 4, 6 or 8).
 - *Saturdays and Wednesdays* for members with a mailing address ending in an odd number (1, 3, 5, 7 or 9).
 - Landscape irrigation is prohibited between the hours of 10 a.m. and 8 p.m., 7 days of the week. However, irrigation of landscaped areas is permitted at any time if performed using a hand-held hose.
- Use of water from hydrants shall be limited to firefighting and public safety-related activities, or other activities deemed necessary to maintain public health, safety, and welfare.

The following uses of water are defined as non-essential and are prohibited:

- Failure to repair a controllable leak(s) within a reasonable period.

Violations and Penalties

First Violation: The member will be given written notice of their specific violation and their need to comply with the Corporation's rules as set forth in the Tariff. This notice will include a list of penalties to be assessed for continued violations.

Second Violation: The member will be assessed a \$50 penalty for this violation.

Third Violation: The member will be assessed a \$75 penalty for this violation.

Fourth Violation: The member will be assessed a \$100 penalty, and the Corporation will install a water flow restrictor at the member's meter. The member will also be charged an additional \$50 for the installation of this restrictor, plus the cost of the flow restrictor itself.

Fifth and subsequent Violations: The member will be assessed a \$125 penalty for the 5th and subsequent violations.

Thank you,
SS Water Supply Corporation

CUSTOMER NOTICE OF FIRST VIOLATION AND PENALTY

Date:
Name:
Address:
Acct. #:

RE: First Violation Courtesy Notice for Stage 0 Year-Round Conservation Plan

Dear Member,

S.S. Water Supply Corporation Stage 0 is a year-round water conservation program, in which all members are on a mandatory landscape watering schedule.

I am taking this opportunity to inform you that on {date} to {date} from approximately {time} to {time}, you were not following our mandatory watering schedule.

Specifically:

- € Watering landscape on other than assigned day. (Physical addresses ending in even numbers should water on Sundays or Thursdays. Odd numbered physical addresses should water on Saturday or Wednesday).
- € No watering landscapes during the hours of 10 a.m. until 8 p.m. (Most of this water is lost through evaporation.)
- € Detecting leaks and/or fixing them as soon as possible.

Further violations of this policy will result in the following penalties:

- Second Violation - \$50 Penalty assessed to your account
- Third Violation - \$75 penalty assessed to your account
- Fourth Violation - \$100 penalty assessed to your account plus a \$50 fee for the installation of a flow restrictor that will be placed at your meter.
- Fifth and subsequent Violations - \$125 penalty assessed to your account.

We appreciate your prompt response to this matter.

Sincerely,

General Manager

CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY

Date:
Name:
Address:
Acct. #:

RE: 2nd Violation Courtesy Notice for Stage 0 Drought Contingency Plan

Dear Member,

S.S. Water Supply Corporation Stage 0 is a year-round water conservation program, in which all members are on a mandatory landscape watering schedule.

This is your second violation of the restrictions detailed below, and a penalty of \$50.00 has been added to your account for the violation that occurred on {date}. Specifically:

- € Watering landscape on other than assigned day. (Addresses ending in even numbers should water on Sunday or Thursday. Odd numbered addresses should water on Saturday or Wednesday.
- € No watering landscapes during the hours of 10 a.m. until 8 p.m. (Most of this water is lost through evaporation.)
- € Using water for non-essential purposes such as washing cars, washing down driveways, filling decorative ponds or swimming pools except on designated watering days
- € Operating an ornamental fountain or pond
- € Detecting leaks and/or fixing them as soon as possible.

Further violations of this policy will result in the following penalties:

- Second Violation - \$50 penalty has been assessed to your account
- Third Violation - \$75 penalty assessed to your account
- Fourth Violation - \$100 penalty assessed to your account plus a \$50 fee for the installation of a flow restrictor that will be placed at your meter.
- Fifth and subsequent Violations - \$125 penalty assessed to your account.

We appreciate your prompt response to this matter. If you have any questions, please call our office at 830-779-2837.

Sincerely,

General Manager

CUSTOMER NOTICE OF THIRD VIOLATION AND PENALTY

Date:

Account #:

Name:

Address:

RE: 3rd Violation Notice for Stage 0 Drought Contingency Plan

Dear Member,

S.S. Water Supply Corporation Stage 0 is a year-round water conservation program, in which all members are on a mandatory landscape watering schedule.

This is your third violation of the restrictions detailed below, and a penalty of \$75.00 has been added to your account for the violation that occurred on {date}. Specifically:

- € Watering landscape on other than assigned day. (Addresses ending in even numbers should water on Sundays or Thursdays. Odd numbered addresses should water on Saturday or Wednesday.)
- € No watering landscapes during the hours of 10 a.m. until 8 p.m. (Most of this water is lost through evaporation.)
- € Using water for non-essential purposes such as washing cars, washing down driveways, filling decorative ponds or swimming pools except on designated watering days
- € Operating an ornamental fountain or pond
- € Detecting leaks or fixing them as soon as possible.

Further violation will result in the following penalties:

Fourth Violation - \$100 penalty assessed to your account plus a \$50 fee for the installation of a flow restrictor that will be placed at your meter.

Subsequent Violation - \$125 penalty assessed to your account

We appreciate your prompt response to this matter.

Sincerely,

General Manager

CUSTOMER NOTICE OF FOURTH VIOLATION AND PENALTY

Date:

Account #:

Name:

Address:

RE: 4th Violation Notice for Stage 0 Drought Contingency Plan

Dear Member,

S.S. Water Supply Corporation Stage 0 is a year-round water conservation program, in which all members are on a mandatory landscape watering schedule.

This is your fourth violation under these restrictions and a penalty of **\$100.00** has been added to your account for the violation that occurred on {date} at approximately {time} you were not following stage 0 restriction. Also according to the rules approved by the SS Water Supply Corporation's Board of Directors, you are being charged **\$50.00** for the installation of a flow restrictor and this device will remain in place until the water conservation stage 0 is being followed. Specifically,

- € Watering landscape on other than assigned day. (Addresses ending in even numbers should water on Sundays or Thursdays. Odd numbered addresses should water on Saturday or Wednesday.)
- € No watering landscapes during the hours of 10 a.m. until 8 p.m. (Most of this water is lost through evaporation.)
- € Using water for non-essential purposes such as washing cars, washing down driveways, filling decorative ponds or swimming pools except on designated watering days
- € Operating an ornamental fountain or pond
- € Detecting leaks or fixing them as soon as possible.

Further violation will result in the following penalties:

\$125 penalty assessed to your account

We appreciate your prompt response to this matter.

Sincerely,

General Manager

NOTICE OF SERVICE TERMINATION
NOTICE OF PROHIBITION OF
MULTIPLE CONNECTIONS TO A SINGLE TAP

DATE:

FROM: _____, General Manager, S.S. WSC

TO:

You are hereby notified that S.S. Water Supply Corporation (hereafter known as the "Corporation") has sufficient reason to believe that a Multiple Connection exists on your property at (Address) 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.

The Corporation shall terminate service to your property under the Disconnection with Notice provisions of the Corporation's Tariff if the Multiple Connection is not rectified by (date).

Please contact me at the Corporation's office for any questions regarding this matter. Thank you for your attention to this matter.

Very respectfully,

General Manager

**S.S. WATER SUPPLY CORPORATION METER
TEST AUTHORIZATION 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, Members 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) Intermediate	% AWWA Standard
(2 GPM) High Flow (10 GPM)	97.0 - 103.0 %
	% AWWA Standard 98.5 - 101.5
	%
	% 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

Approve

S.S. WATER SUPPLY CORPORATION
NOTICE TO OWNER OF RENTAL PROPERTY

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

S.S. WSC MANAGEMENT

Amount Due Including Service Charges

\$ _____

Final Due Date _____

NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF S.S. WATER SUPPLY CORPORATION

Pursuant to Chapter 13.2502 of the Texas Water Code, S.S. 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 S.S. Water Supply Corporation, Certificate of Convenience and Necessity No. 11489, Wilson 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/policy] (the “Subdivision Policy”) contained in the Corporation’s tariff.

***** S.S. Water Supply Corporation is not required to extend retail water 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 S.S. Water Supply Corporation the impact a proposed subdivision service extension will make on the Corporation’s water supply system and payment of the costs for this evaluation;
- Payment of 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 S.S. Water Supply Corporation’s system that are necessary to provide the water service;
- Construction according to design approved by S.S. Water Supply Corporation and dedication by the developer of water/sewer facilities within the subdivision following inspection.
- S.S. Water Supply Corporation’s Tariff and a map showing S.S. Water Supply Corporation’s service area may be reviewed at S.S. Water Supply Corporation’s offices, at 10393 U.S. HWY 87 W, La Vernia, TX 78121; 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

**S.S. WATER SUPPLY CORPORATION
NOTICE OF RETURNED CHECK**

TO:
DATE:
CHECK #:
ACCT #:

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

You have ten calendar days from the date of this notice in which to redeem the returned check and pay an additional \$ 40.00 Returned Check Fee. Redemption of the returned check and payment of additional fees may be made by cash, money order, or certified check. If you have not redeemed the returned check and paid the additional service fees within ten (10) days, your utility service will be disconnected unless other arrangements have been made with management.

EASEMENT REFUSAL AND AFFIDAVIT

S.S. Water Supply Corporation (hereafter known as the “Corporation”) has requested an easement for a water 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 notice. A copy of the requested easement is enclosed with this notice.

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 notice to be retained in the Corporation’s records in consideration of future water service to your property.

If at some future time you (or another owner of your property, or any portion of your property) requests water service, the Corporation will require an easement before water 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 distribution system along the easement to be provided. The Corporation’s Engineer estimates this cost to be \$(Cost) as reflected in the attached document; however, 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 to discuss any aspect(s) of the enclosed Easement, please contact our office at (830) 779-2837 during normal business hours, or at customer.service@sswater.net.

We appreciate your attention to this matter.

Sincerely,

General Manager

ACKNOWLEDGEMENT OF EASEMENT REFUSAL

I, _____, hereby refuse to provide the easement requested by S.S. Water Supply Corporation for the authority to construct/operate a water 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 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 S.S. 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 and/or constructing the water distribution system within the requested easement with notice that the cost may increase in the future.

General Manager, S.S. WSC

Date: _____

THE STATE OF TEXAS
COUNTY OF WILSON

THIS INSTRUMENT was acknowledged before me _____, 20__, by _____.

(SEAL)
Notary Public, _____ County, Texas
My Commission Expires: _____.

RELEASE OF EASEMENT

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

S.S. WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code ("S.S. 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, S.S. WSC hereby RELEASES and DISCHARGES the Property from the rights, titles and interests covering such Property held by S.S. 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 S.S. WSC to physically remove the waterlines or pipelines currently located in the Property pursuant to the Easement.

EXECUTED as ____ day of _____, 20__.

S.S. WATER SUPPLY CORPORATION
A Texas water supply corporation

By:
Printed Name:
Title:

STATE OF TEXAS §
 §
COUNTY OF WILSON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, the _____ of S.S. 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

EXHIBIT "A"

THE PROPERTY

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

Texas Commission on Environmental Quality

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 feedlots; 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, Wilson 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 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

GRANTOR(S) By: _____

STATE OF TEXAS §
COUNTY OF WILSON §

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

Commission Expiry

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**S.S. WATER SUPPLY CORPORATION
MEMBERSHIP TERMINATION NOTICE**

Date:

To:

Account Number:

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 (10) days of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for a new membership and pay all costs applicable to purchasing a new membership under the terms of the Corporation's tariff. 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.

Respectfully,

SS Water Supply Management

THE STATE OF TEXAS §
 §
 COUNTY OF WILSON §

KNOW ALL BY THESE PRESENTS §

RECITALS:

The Facilities and Related Rights are collectively referred to as the “Transferred Properties.”

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns, the

S.S. WATER SUPPLY CORPORATION
APPLICANT NOTICE OF INSUFFICIENT INFORMATION

TO:

ACCOUNT

NUMBER:

DATE:

DATE OF SCHEDULED DISCONNECTION:

You are hereby advised that the INCOMPLETE status of your (SEE LIST BELOW FOR WHICH FORMS) is jeopardizing your Membership with the Corporation. If our office does not receive COMPLETED DOCUMENTS AND/OR PROPER INFORMATION within ten (10) days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for Membership and pay all costs applicable to a new Member under the terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but the meter will be removed regardless of the circumstances on the Disconnection Date indicated above.

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

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

from this day forward, from any costs for repairs or maintenance of said Facilities or any part of said Facilities. EXECUTED AND EFFECTIVE as of the date first written above.

STATE OF TEXAS §
COUNTY OF WILSON §

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

[SEAL]

Notary Signature/Date:

TARIFF FILING REQUIREMENTS

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 24.21(j), enclosed is one copy of the *(new tariff/revisions to our existing tariff)* for _ Water Supply Corporation provided for informational purposes.

Sincerely,

NOTICE OF RATE INCREASE

The S.S. Water Supply Corporation ("Corporation") Board of Directors, a body that was duly elected to office by the Corporation's Membership, held a public meeting on (MM/DD/YY) and voted to increase monthly service charges for all Members. The Corporation conducted a rate analysis from (Date to Date) and concluded that this rate increase was required to design and build additional system capacity and distribution systems to meet current and anticipated future demand, and to continue funding large improvement projects, such as an iron filtration plant. Even with this rate increase, S.S. Water Supply Corporation water service rates continue to be among the lowest in the state for area served and number of customers.

These new rates will take effect thirty (30) days after the Board decision on _____, and the new monthly rate schedule will go into effect starting with the (Month) billing cycle. The rate changes are as follows:

MET ER 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 (830) 779-2837, or in person at 10393 U.S. HWY 87 W, La Vernia, TX 78121.

CALCULATION OF AVERAGE NET-EQUITY BUY-IN FEE

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 Average Net Equity Per 2,000 Contributing

Members.....\$446.50

METER EQUIVALENTS CHART

The Texas Rural Water Association (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

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.

Texas Commission on Environmental Quality
Customer Service Inspection Certificate

Name of PWS:	S.S. Water Supply Corporation
PWS ID:	2470015
Location of Service:	

Reason for Inspection: New Construction
 Existing service where contaminant hazards are suspected
 Major renovation or expansion of distribution facilities

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

Compliance	Non-Compliance		
		(1)	No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
		(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
		(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
		(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
		(5)	Plumbing installed after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
		(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 Copper PVC PEX Other
Solder; Lead Lead Free Solvent Weld Thread Other

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

Remarks:	PSI:	BFP:	CL2:
Acct:	S/N:	Route:	Sequence: Name/Phone:
Signature of Inspector:		Registration Number:	
Title:		Type of Registration:	

Date:	
-------	--

TCEQ-20699 (Rev. 11-12-15)

S.S. WATER SUPPLY CORP.

10393 U.S. HWY. 87 W

P.O. Box 1000

La Vernia, TX 78121

Phone: (830) 779-2837

Pay by Phone: (830) 253-2236

Website: www.sswater.net

Email: customer.service@sswater.net

Duplicate Billing for Rental Property Agreement

(owner)

As the member(s), I (we) give authorization for any future tenants to receive information regarding the account and be responsible for the billed usage during the duration of their rental/lease agreement, including a \$1.00 duplicate billing fee.

I (we) understand that as the S.S. Water Supply Corporation member(s) or owner of the rental/lease property, will be held fully responsible for any and all unpaid bills left by my (our) renter/lessee.

As the member(s), I (we) are aware that I (we) are the only authorized signers for any changes or adjustments made to the account.

Note: Please let us know when the renter(s) move out so that we can issue their final bill and remove them from the account. Please provide your renter the account #.

Member(s) Name(s): _____

Property Address (rental location): _____

Mailing Address: _____

Account Number(s): _____

Phone #: _____ Email Address: _____

Member's Signature _____ (date) _____

Member's Signature _____ (date) _____

Accepted by: _____

Date: _____

Entered by: _____

Date: _____



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Duplicate Billing Agreement

(renter)

As the renter(s), I (we) agree to make the monthly payments for the water usage during the duration of my (our) renting/leasing time. I (we) also agree to pay the duplicate billing fee of \$1.00 each month in addition to my (our) regular water sales.

I (we) are aware that once our lease agreement is up, it is our responsibility to inform S.S. Water Supply so that a final bill can be issued. If not promptly notified, I (we) will remain responsible for any unpaid water usage.

WATER BILLS ARE ALWAYS DUE ON THE 10TH OF EACH MONTH

Renter's Name(s): _____

Move in date: _____

First bill due date: _____

Property Address: _____

Mailing Address: _____

Phone #: _____, _____

Email: _____

Account #: _____

Renter's Signature
(date)

(date)

Renter's Signature

Accepted by: _____

Date: _____

Entered by: _____

Date: _____

FROM:

TO: S.S. WATER SUPPLY CORP.

**S.S. WATER SUPPLY CORPORATION
REAL ESTATE EASEMENT**

STATE OF TEXAS

§

KNOW ALL PERSONS:

COUNTY OF WILSON

§

That _____, designated below as Grantor, of the County of Wilson, State of Texas, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the enhanced value of land due to the availability of potable water pursuant to the terms of Grantee's Tariff, the sufficiency and receipt of which is hereby acknowledged. does hereby grant, sell and convey unto S.S. Water Supply Corporation, a non-profit organization performing potable water supply utility functions pursuant to law, designated as the Grantee, it's successors and assigns, a non-exclusive Utility Easement(s) and right - of - way(s) within the Grantor's **land LOCATED IN WILSON COUNTY, TEXAS, SAID PROPERTY CONTAINING _____ ACRES OF LAND, OUT OF _____ Survey _____ WILSON COUNTY, TEXAS. WHICH PROPERTY IS MORE PARTICULARLY DESCRIBED IN A _____ WHICH INSTRUMENT IS RECORDED IN THE _____ OF RECORDS OF WILSON COUNTY, APPEARING IN VOLUME __, PAGE _____, DATED _____**

This is a permanent easement, fifteen (15) feet wide parallel to and running with the sides and rear of the property lines and twenty (20) feet parallel to and running with the front property line adjacent to the road right of way which shall be for the purpose of installing water lines belonging to the grantee. Said permanent Easement shall allow the Grantee, its successors and assigns, the right to : 1) erect, construct, install, and lay; 2) and thereafter use, operate, inspect, repair, maintain, and replace; and 3) remove and replace, enlarge, or add to said water pipelines and appurtenances over and across the permanent Easement; and this permanent Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The permanent Easement herein granted shall be limited to a strip of land fifteen (15) feet (with exceptions) in width being parallel and adjacent to the property line, or if not first adjacent to a property line, based on the centerline of the pipeline as first installed.

Also conveyed herewith is a temporary construction and maintenance Easement that is simultaneously granted by the Grantor, which may be used from time-to-time, for the initial construction, and any subsequent construction plus all reasonably necessary maintenance of the pipelines above described. Said temporary Easement shall consist of a ten (10) foot corridor on either side, parallel, and adjacent to, the permanent fifteen (15) foot Easement with the above

exception. In the case of the permanent Easement being parallel and adjacent to a property line, the temporary Easement shall be only on one side of the permanent Easement on the Grantor's property.

Grantor hereby includes all necessary rights of ingress and egress, that may be required to use the permanent and temporary construction and maintenance Easement for the Right-of-Way above specified, as may be necessary for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, removing and replacing or enlarging said lines and appurtenances. Included in this Grant of Easement is the right to remove from said lands all trees, shrubs, and parts thereof, or other obstructions which in any way endanger or may interfere with the efficiency of said pipelines or other appurtenances thereto. Grantor specifically agrees that no building or structure of any kind will hereafter be erected or placed by the Grantor, its successors and assigns, on said Easement of right-of-way hereinabove granted, except by written approval of the Grantee. Grantee agrees to restore the land surface after entering said Easement for the purposes stated herein Grantor further does acknowledge that in the granting of this Easement, a water service agreement may not have been entered into at this time. Membership in the S.S. Water Supply Corporation shall be required, as such Membership shall be as defined by the terms as provided for in the Grantee's Water Service Tariff in effect at the time of the Grantor's application (as may be adopted by the Board of Directors from time to time). Grantor further acknowledges that the Grantee has not specified a price or condition for water service as a condition of this Easement, as the terms of water service are regulated by the Tariff which will be in effect when the water service is requested.

Grantor acknowledges that the consideration recited above shall and does constitute payment in full for all damages, if any, sustained by the Grantor by reason of the present or future installation, repair, replacement, or enlargements of the pipelines referred to above. The Grantee will maintain such Easement in a state of good repair so that no damage will result from its reasonable use by Grantee.

Grantor covenants that he is the owner of the above specified and described lands, and that the lands are free and clear of all encumbrances and liens.

The Grantee has received Federal financial assistance, and has agreed to certain Non-discriminatory provisions of law, in connection with such Federal assistance. This Easement is subject to and controlled by the provisions of Title VII of the Civil Rights Act of 1964, as Amended, and the regulations issued pursuant thereto, for so long as the Easement shall continue to be used for the same or similar purpose for which the financial assistance was extended, or for so long as the Grantee owns it, whichever is longer.

TO HAVE AND TO HOLD the above described Non- Exclusive Easements and right of way is granted, sold and conveyed to S.S. Water Supply Corporation, its successors and assigns, until the use of said Easement shall be permanently abandoned. Any abandonment of this Easement shall be accomplished by written notice to the Grantor or Grantor's heirs, assigns, Executors, or successors.

And, Grantor hereby does bind himself, successors, assigns, heirs and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this day of , 20

Grantor:

Grantor:

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF §

Before me, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared: known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNTO MY HAND AND SEAL day of
OF OFFICE this the

, 201_.

SEAL

Notary Public, State of Texas

After recording send to: S.S.WSC, PO Box 1000, LaVernia, TX 78121

FINAL READ REQUEST

Date: _____

Account # _____

I/We have: _____ owned or _____ rented the property located
at _____.

I/We are requesting the final read to be taken on
_____. (Please note: if selling,
the final read date needs to be the date of closing. If
that day falls on a Friday then please choose either
that Thursday or the following Monday.)

I understand that at the time the final read is taken, water
service may be disconnected.

Forwarding address:

Phone: _____ Email: _____

- Note: If the closing date changes, it is your responsibility to notify our office by written note, email, fax
or in person. Failure to do so may result in a \$50 service fee charge.
- Final readings cannot be done on a Friday.
- Water will stay disconnected until the new owners come in and complete the necessary paperwork.
- The transfer WILL NOT be completed until the seller(s) have paid their final bill.
- Once the final bill has been issued, THE AMOUNT IS DUE IN FULL IMMEDIATELY upon receipt.

Member(s) signature: _____

**S.S. Water Supply Corporation
Leak Adjustment Form**

Date: _____

Name: _____

Account #: _____

Email: _____

Phone #: _____

Billing Address: _____

State/Zip: _____

Billing Month for Adjustment: _____

Must be submitted before the due date.

Please provide receipts, photos, and a detailed description of the leak, how it occurred, where, and how it was repaired.

Description of the Leak:

Please note: Irrigation systems leaks are the sole risk of the Member and are not considered a leak for this type of adjustment.

The fine print:

- 1. Only one adjustment per every 12-months is allowed.*
- 2. No leak adjustments approved after the amount has become delinquent.*
- 3. Leak must be more than 30,000 gallons and exceed 300% more than your seasonal average.*
- 4. Members must be on the system for a minimum of 6-months.*
- 5. Proof by receipt, repair bill, detailed description, and photos will be required for adjustment.*
- 6. Only a Member may apply for the adjustment; renters must request owner(s) to apply.*
- 7. Leak adjustments are not final and are subject to change upon review by Management.*

Member Signature

Date

General Manager/Office Manager

Date

Approved: ____

Disapproved: ____

If disapproved, why:



S.S. WATER SUPPLY CORP.

10393 U.S. HWY. 87 W

P.O. Box 1000

La Vernia, TX 78121

Phone: (830)779-2837

Website: www.sswater.net Email: customer.service@sswater.net

Membership Cancellation by Request Form

Member Name(s): _____

Account Number: _____

Date: _____

I (we) request that this membership be cancelled and the meter pulled on this date
_____ due to _____.

As evidenced by my signature below, affixed on the date as indicated above, I (we) hereby understand and agree to the following conditions under which this membership is cancelled.

____ 1. I (we) agree to pay all current and arrear charges accrued to my membership

____ 2. I (we) understand that my membership fee of \$100 or any portion thereof will be retained by the Corporation to defray the balance owed on my final bill. Any amount owed to the Corporation over the \$100 membership, will be due immediately upon contact by the Corporation.

____ 3. I (we) understand that if in the future, I (we) should desire water at this property, I (we) will be required to pay a new membership fee, a drop-in fee for installation, and the current prices for any mandatory valves. i.e. shut off valve, pressure regulator, etc.

____ 4. I (we) understand that by surrendering the membership to S.S. Water Supply, the water services will be discontinued and my obligation to pay for water service shall terminate except for the current and/or arrears charges accrued to the membership.

(member)

(member)

Please send refund or final bill to:

Water Meter Estimate Request

I, _____ am requesting an estimate to service the following property with water service from S. S. Water Supply Corporation, a non-profit, member-owned water supplier. This request is for a new service on property outside a platted subdivision, requesting additional services on a single tract of land or dividing an existing platted lot and therefore subject to a water availability study. Description of Property: (include a plat and if the applicant owns the property attach a warranty deed)

Physical Location:

Total Acres:

Owners Name:

Owner's Phone #:

Mailing Address of Property:

Requester's Name:

Requester's Phone #:

Processing Fee: **\$135.00 Non-Refundable**

Fee will be used to complete an engineering study to determine water availability and develop an estimate for water service

The \$135 will be applied to water service fees at the time that a membership application is completed and all associated costs are paid

Engineering Study is **normally completed within 10-14 business days** and is used as a basis to develop the estimate to provide water service to the property. The estimate will be mailed or a telephone consultation is available upon request. (Please call me with the estimate____). The estimate and water availability report will expire 30 days after the member receives the estimate. If the applicant does not secure service within 30 days from the date the estimate was presented to them, an additional \$135.00 application fee and application will need to be initiated unless the applicant calls and is granted an extension. Extensions will be given in thirty day increments as long as the applicant calls prior to the old estimate expiring. When an application extension is granted, cost increase can be added to the estimate, but no additional application fee will be collected from the applicant.

To Be Completed by Office Personnel:

DATE AND TIME ESTIMATE WAS PRESENTED: / /

METHOD: Mail or Phone Name of Person Presented to:

Notification: The water availability study may require that the new applicant may be categorized as a **Non-Standard Service Connection**. Some examples of this classification are areas where water service is not currently extended, areas where line size would not support additional connections, areas where

property owners are subdividing property, property within subdivisions where lot owners are requesting multiple meters per platted lots, request for multiple commercial connections, or service to industrial applications. Non-Service applicants could be required to pay for line extensions, road bores, permit fees, securing and filling easement, up sizing lines, and improvements to the system to ensure an adequate supply of water will be available for the new water service request as well as existing customers already on the system. These costs will be in addition to the standard connection fees that include:

Capital Improvement Fee	\$2,840	Membership Fee	\$100
Installation Fee	Varies	Valves	\$127

Applicants may contact the Corporation’s General Manager to have these fees justified or explained. The Board of Directors have an agenda item called “Customer’s Concerns” during their monthly meetings. Please be advised preferred payment is in the form of **CASH** or **CHECK**. When paying with a credit card there will be a 5% surcharge added to the Capital Improvement Fee due to the banking fee incurred on credit card payments.

I’ve read and understand the contents of this request.

Signature

Date

FOR OFFICE PERSONNEL ONLY:

Extension granted on _____ and will expire on _____ .

Extension granted on _____ and will expire on _____ .

Extension granted on _____ and will expire on _____ .

Extension granted on _____ and will expire on _____ .



S.S. WATER SUPPLY CORP

10393 U.S. HWY. 87 W

P.O. Box 1000

La Vernia, TX 78121

Phone: (830)779-2837

Website: www.sswater.net

Email: customer.service@sswater.net

CORPORATION USE ONLY

Date Approved: _____

Account Number: _____

Service Application and Agreement

PLEASE PRINT:

Date: _____

Applicant's Name: _____

Co-Applicant's Name: _____

Service Address: _____

Billing Address: _____

Phone Number: _____

Email Address: _____

For Office Use Only:

Checked Signature with Driver's License(s): _____

Initial

If your property is located in a subdivision, what is the name? _____

Previous owner's name and address (if transferring Membership) _____

Acreage: _____

Will you be installing a swimming pool and/or an irrigation system? _____
Yes No

If yes, when? _____

As the customer you are aware that SSWSC will not be responsible for connecting the water meter to the household.

Applicant Signature

Co-Applicant Signature

I. PURPOSE: The **S.S. Water Supply Corporation (SSWSC)** is responsible for protecting the drinking water supply from contamination or pollution that could result from improper private water system construction or configuration. The purpose of this service agreement is to **notify each Member** of the restrictions that are in place to provide this protection and provide owner's permission for entry onto property for the purposes set out in this agreement. SSWSC enforces these regulations to ensure the public health and welfare. Each Member must sign this agreement **before** SSWSC will establish permanent service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement by the existing or new Applicant/Member.

II. AGREEMENT: This agreement made this _____ between **S.S. 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**)

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

B. The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff, and upon the terms and conditions set forth herein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

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

D. Only meters furnished, owned and installed by the Corporation shall meter all water. The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business.

a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter or sewer tap. 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 E 18.

b. For purposes of this section, the following definitions shall apply:

- 1) A "multiple connection" is the connection to any portion of a member's water system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence, or commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be considered a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.
- 2) A "primary delivery point" shall mean the physical location of a meter tap that is installed in accordance with this Tariff and applicable law and which provides water service to the residence or commercial or industrial facility of a member.
- 3) A "residence" shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation.
 - A multiple residential connection is further defined as two or more separate enclosed living spaces which are not under a common roof and built upon a common foundation.
 - Even if two or more living spaces are under the same roof and built upon the same foundation, a multiple residential connection still exists, if, in order to travel from one living space to the other, it is necessary to travel through an unenclosed space, such as an unenclosed walkway, even if that walkway is under the same roof and built upon the same

common foundation.

- 4) "Commercial" facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member's residence or property that does not require water in addition to that provided to the member's residence shall not be considered a separate commercial facility.

The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than (30) thirty days. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional meter installation and membership be purchased. 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.

E. Billing for reserved water service begins upon installation of the meter service. A monthly minimum will be billed regardless of the amount of monthly water usage. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub meter water to any other persons, dwellings, businesses, or property, etc. is prohibited, and Members in violation of these provisions are subject to action under the appropriate provisions of the tariff.

F. The Corporation shall have the right to locate and secure a water service meter and the supply pipe necessary to connect and locate the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to the Member's property and equipment located upon the Member's premises at all reasonable and necessary times for any purpose connected with or in furtherance of its business operations. Upon discontinuance of service, the Corporation shall have the right to remove any of its equipment from the Member's property. The Member is responsible for installation at own expense, any necessary service lines beyond the Corporation's meter, to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as specified by the Corporation to service the member's account. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connection, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and Federal statutes and regulations relating to the federal Safe Drinking Water Act or chapter 341 of the Texas Health & Safety Code or and the Corporation's tariff and service policies.

G. The Corporation is charged by law with responsibility for protecting the drinking water supply from contamination or pollution, which could result from improper practices. The Corporation shall enforce these requirements to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with the state regulations.
2. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly, and a service agreement must exist for annual inspection and testing of a certified backflow prevention device tester.

3. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
4. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1998, at any connection, which provides water for human consumption.
5. No solder or flux, which contains more than 0.2% lead, may be used for the installation or repair of plumbing on or after July 1, 1998, at any connection, which provides water for human consumption.

*The Corporation is obligated by law to report any and all lead content violations to the Texas Commission on Environmental Quality.

- H.** The Corporation installs a double check valve on all customer service lines to prevent backflow conditions into the main distribution system. This check valve creates a closed system on the customer's side of the water meter, thus trapping any system pressure in household piping and water system components. Members are responsible for monitoring and preventing excessive pressures on their side of the meter connection. Failure to monitor this pressure and properly relieve excessive pressure could result in extensive property damage. The Corporation will not be held liable for any damage that occurs in these situations. Pressure reducing valves can be purchased from the Corporation and is your first defense to high pressure situations. These are mechanical devices and should be checked yearly for proper operation. Pressure gauges that screw on to outside hose bibs can also be purchased to monitor your system pressure. Hot water heaters are the most vulnerable spot within this closed system. Pressure increases as the water temperature rises inside the hot water heating vessel. This condition known as thermal expansion can be very dangerous. Customers are responsible for ensuring thermal expansion relief valves on hot water heaters are properly installed and in working order. Other devices can be purchased and installed to relieve excessive pressures and reduce the chances of water breaks in this closed system.
- I.** The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, or illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.
- J.** The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection(s). The Member shall immediately or not longer than ten (10) working days to correct any undesirable practice on the premises. The member shall, at their expense, properly install and maintain any backflow prevention device required by the Corporation. Installation will be accomplished by the Texas Commission on Environmental Quality (TCEQ) licensed installer. The member is also required to have the backflow prevention device tested by a TCEQ licensed examiner and copies of all required testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to terminate service or properly install, test and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.
- K.** In the event the total water supply is insufficient to meet all of the Members, or in the event there is a water shortage, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's tariff or emergency plan. By execution of this agreement, the Applicant hereby agrees to comply with any terms of said program.

III. ACKNOWLEDGEMENTS: By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by the utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the control of the Corporation. Additionally, the applicant agrees that in the event of a disagreement between the applicant/member and the Corporation, the applicant acknowledges by signature hereon to accept mediation by a third-party mediator selected by the Members and Corporation to resolve any dispute, complaint or claim of harm or damages prior to seeking relief through litigation.

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

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

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

EASEMENT

(This document is not the easement. This document is only a notification that all memberships serviced by S. S. Water Supply Corporation are required to have an easement dedicated to the Corporation as a condition of service and membership. [30 TAC 290.47 Appendix C])

In many cases the easement has already been granted on this property, but in some cases a new easement may be required if there is no previous easement or the language in the easement has been updated and the system manager determines a new easement is required. If an easement is required a fee is required to cover the filing cost at the County Clerk's office. The fee is set by the Board of Directors in the Water Tariff.

By definition, this easement shall be described as a private, perpetually dedicated right-of-way granted to **S.S. Water Supply Corporation** for installing or maintaining utilities across, over and under private land, together with the right to enter thereon with machinery and vehicles necessary for future maintenance, facility replacement, and/or installation of additional pipelines, of said facilities.

In understanding of the above language, I (we) agree to grant an Easement of right-of-way on my (our) property to the Corporation for the purpose of installing, maintaining, upgrading and operating such water pipelines, meters, valves and any other equipment as described above which may be deemed necessary for the Corporation, on such form as is required by the Corporation. I (we) further agree to abide by the terms of the Service Agreement, Tariff and By Laws of this Corporation.

THIS DOCUMENT MUST BE SIGNED BY ALL PARTIES WHOSE NAMES APPEAR ON THE PROPERTY DEED

I (we) acknowledge understanding of all articles contained in this agreement by signature hereon.

Applicant

Co-Applicant

**S.S. WATER SUPPLY CORPORATION
TRANSFER ACCOUNT NOTICE**

SUBJECT: Procedure Notice to New Owners

I (We) understand that the Membership on Account _____ **WILL NOT** be transferred into my (our) name(s) until the previous owner pays their final bill in full and executes the paperwork needed to complete the transfer. If the previous owner fails to complete their transfer obligations, I (we) understand that SS Water must liquidate the previous owner's \$100 Membership fee to recover monies owed to the Corporation. If this should happen, I understand that I (we) must pay an additional \$75 to complete my (our) membership with the corporation. I (we) have already paid a \$50 fee (\$25 transfer fee/ \$25 service fee) when signing up with SS Water on: _____

Date

I (We) understand that water service to our new property **WILL BE** temporarily interrupted if my (our) completed Membership application, Fees, and Warranty Deed are not on file with SSWSC at such time that overdue accounts are locked due to delinquency. I acknowledge my (our) understanding that delinquent accounts are locked on the 23rd of each month or the next regular business day following a holiday or if the 23rd falls on a Friday or weekend. (See Note)

Applicant

Date

Co-Applicant

Date

****Note**:** SSWSC has no way of knowing when a property has changed hands without either the previous owner notification for a final reading and/or the prospective new owner providing a new Membership application and Warranty Deed showing proof of ownership. Without this information, SSWSC will assume that the property still belongs to the previous owner and the water service will be locked for delinquency as specified above when the account is past due.

S.S. Water Supply Corporation Payment Extension Agreement

Date: _____

Name: _____

Account #: _____

Email: _____

Phone #: _____

Billing Address: _____

State/Zip: _____

Due Date: _____ Current Amount Due: \$ _____

Extension Due Date: _____ Total Amount Due by Extension Due Date: \$ _____

Please initial next to the following statements. Failure to do so will void this agreement.

1. I am applying for an extension of my payment that was due on the 10th of this month. _____
2. I am required to pay the total due for this month plus the total due next month by the extension date listed above. _____
3. Any delinquent account is subject to disconnection the next business day after the extension date and could face cancellation at the next Board Meeting. _____
4. Renters are not allowed to apply for extensions. I am a member and property owner. _____

The fine print:

1. *Members must be in the system for a minimum of 6-months.*
2. *Payment extensions are not final and are subject to change upon review by Management.*

Member Signature

Date

General Manager/Office Manager

Date

Approved: _____

Disapproved: _____

S.S. Water Supply Corporation

Payment Plan Application

Date: _____

Name: _____

Account Number: _____

Email: _____

Phone #: _____

Billing Address: _____

State/Zip: _____

Billing Month Payment Plan: _____ *Must be submitted before the due date.*

Reason for Request: High Bill ____
Leak ____
Loss of Income ____

Total Amount Deferring: \$ _____ for _____ months.

Total Monthly Payment: \$ _____ plus monthly water sales.

Beginning with Bill Due: _____

The fine print:

- 1. Payment plans are cancelled and become due in full if paid after the 10th of each month.*
- 2. Payment plans will not be approved after the amount has become delinquent.*
- 3. Members must be on the system for a minimum of 6-months.*
- 4. Only a Member may apply for the payment plan; renters must request owners to apply.*
- 5. Payment plans are not final and are subject to change upon review by Management.*

Member Signature

Date

General Manager/Office Manager

Date

Approved ____

Disapproved ____

Please initial next to the following statements. Failure to do so will void this agreement.

1. I understand that if I do not pay my payment plan plus my current monthly statement by the 10th of each month, this agreement will become void and the total amount on my account will be due. _____
2. Any delinquent account is subject to disconnection on the 23rd of each month. _____
3. Renters are not allowed to apply for payment plans. I am a Member and property owner. _____
4. I understand that I cannot pay off the balance early, unless prearranged with the Office Manager. _____

Texas Commission on Environmental Quality
BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

The following form must be completed for each assembly tested. A signed & dated original must be submitted to the public water supplier for recordkeeping purposes:

NAME OF PWS:	SS WATER SUPPLY CORPORATION
PWS ID #:	2470015
PWS MAILING ADDRESS:	PO BOX 1000, La Vernia, Texas 78121 Phone #: (830) 779-2837
PWS CONTACT PERSON:	Napolean Cervantes
CUSTOMER NAME & ADDRESS:	
SERVICE LOCATION:	

The backflow prevention assembly detailed below has been tested and maintained as required by commission regulations and is certified to be operating within acceptable parameters.

TYPE OF BACKFLOW PREVENTION ASSEMBLY (BPA):			
	Reduced Pressure Principle (RPBA)		Reduced Pressure Principle-Detector (RPBA-D)
	Double Check Valve (DCVA)		Double Check-Detector (DCVA-D)
	Pressure Vacuum Breaker (PVB)		Spill Resistant Pressure Vacuum Breaker (SVB)

Manufacturer:		Size:	
Model Number:		BPA Location:	
Serial Number:		BPA Serves:	
Reason for Test:	Replacement <input type="checkbox"/> Old Model/Serial #	Existing <input type="checkbox"/>	New <input type="checkbox"/>
Is the assembly installed in accordance with manufacturer recommendations and/or local codes?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the assembly installed on a non-potable water supply (auxiliary)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

	Reduced Pressure Principle Assembly (RPBA)		PVB & SVB		
	DCVA		Relief Valve	Air Inlet	Check Valve
	1 st Check	2 nd Check			
<u>Initial Test</u>	Held at ___psid	Held at ___psid	Opened at ___psid	Opened at ___psid	Held at ___psid
Date:	Closed Tight <input type="checkbox"/>	Closed Tight <input type="checkbox"/>	___psid	Did Not Open <input type="checkbox"/>	Leaked <input type="checkbox"/>
Time:	Leaked <input type="checkbox"/>	Leaked <input type="checkbox"/>	Did Not Open <input type="checkbox"/>	Did It Fully Open Yes <input type="checkbox"/> No <input type="checkbox"/>	
Repairs and Materials Used**					
<u>Test After Repair</u>	Held at ___psid	Held at ___psid	Opened at ___psid	Opened at ___psid	Held at ___psid
Date:	Closed Tight <input type="checkbox"/>	Closed Tight <input type="checkbox"/>	___psid	___psid	
Time					

** 2nd check: Numeric reading required for DCVA only

Differential Pressure Gauge Used:			Potable <input type="checkbox"/>		
Make/Model:		SN:		Date Tested for Accuracy:	
Remarks:					
Company Name:		Licensed Tester Name (Print/Type):			
Company Address/Phone:		Licensed Tester Name (Signature):			
BPAT License #:		License Expiration Date:			

Test Result: Pass/Fail

The above is certified to be true at the time of testing.
TEST RECORDS MUST BE KEPT FOR AT LEAST THREE YEARS [30 TAC §290.46(B)]
**USE ONLY MANUFACTURER'S REPLACEMENT PARTS

Prohibition of Multiple Connections to A Single Tap.

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a “Master Metered Account” and have a single meter or sewer tap. 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 E 18. b. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 01/09))
- b. For purposes of this section, the following definitions shall apply:
 - 1) A “multiple connection” is the connection to any portion of a member’s water system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be considered a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.
 - 2) A “primary delivery point” shall mean the physical location of a meter tap that is installed in accordance with this Tariff and applicable law and which provides water service to the residence or commercial or industrial facility of a member.
 - 3) A “residence” shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation.
 - A multiple residential connection is further defined as two or more separate enclosed living spaces which are not under a common roof and built upon a common foundation.
 - Even if, two or more living spaces are under the same roof and built upon the same foundation, a multiple residential connection still exists, if, in order to travel from one living space to the other, it is necessary to travel through an unenclosed space, such as an unenclosed walkway, even if that walkway is under the same roof and built upon the same common foundation.
 - 4) “Commercial” facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member’s residence or property that does not require water in addition to that provided to the member’s residence shall not be considered a separate commercial facility.
- c. The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than thirty days. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional meter installation and membership be purchased. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The member must submit a written request to the corporation’s business office at least five (5) business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that water service will be cut off in ten days if the situation is not corrected.