3G WATER SUPPLY CORPORATION
Professional General Management Services, Inc.
26550 Ranch Rd 12, Suite 1
Dripping Springs, TX 78620
512-845-3322 ~ 3gwatersupply@gmail.com

Geola Estates
Golden Beach
Greenwood Acres

Tariff for
3G
Water Supply Corporation

September 14, 2026

3G Water Supply Corporation
504 Willow Street
Buchanan Dam, TX 78609
Telephone: 512-845-3322

Table of Contents

Section A. Resolutions 4

Section B. Statements 5

Section C. Definitions 7

Section D. Geographic Area Served 11

Section E. Service Rules and Regulations 13

1 Activation of Standard Service.
2. Activation of Nonstandard Service.
3. Applicant's or Transferee's Recourse.
4. Back-Billing.
5 Bill Adjustment.
6. Billing Cycle Changes.
7. Changes in Service Classification.
8. Charge Distribution and Payment Application.
9. Deferred Payment Agreement.
10 Denial of Service.
11. Disconnection of Service – Rules.
12. Disputed Bills.
13. Due Dates, Delinquent Bills, and Service Disconnection Date.
14. Inoperative Meters.
15. Insufficient Grounds for Refusal of Service.
16. Leak Charge Forgiveness.
17. Line Extension Reimbursement.
18. Master Metered Account Regulations.
19. Members and Renters.
20. Membership.
21. Member's Responsibility.
22. Meter Relocation.
23. Meter Tampering and Damage to Property.
24. Ownership of Equipment.
25. Prohibition of Multiple Connections to a Single Tap.
26. Service Entitlement.
27. Service Location and Classification.
28. Service Requirements.

Section F. Developer, Subdivision and Nonstandard Service Requirements 29

Part I. General Requirements.

1. Purpose.
2. Application of Rules.
3. Nonstandard Service Application.
4. Design.
5. Nonstandard Service Contract.
6. Construction of Facilities by Applicant Prior to Execution of Service Contract.
7. Dedication of Water System Extension/Improvements to Corporation
8. Property and Right-Of-Way Acquisition.
9. Bids for Construction.
10. Pre-Payment for Construction and Service.
11. Construction.

Part II. Request for Service to Subdivided Property

1. Sufficient Information

2. Service within Subdivisions
3. Final Approval

Section G. Rates and Service Fees..... 37

1. Additional Assessments.
2. Assessments.
3. Customer History Report Fee
4. Customer Service Inspection Fee
5. Easement Fee
6. Equipment Damage Fee
7. Information Copy Fee
8. Installation Fee
9. Late Payment Fee
10. Line Extension Reimbursement Fee
11. Membership Fee
12. Meter Tampering and Damage to Property Penalty
13 Monthly Charges
14. Mortgagee/Guarantor Notification Fee
15. Meter Test Fee.
16. Nondisclosure Fee
17. Other Fees
18. Owner Notification Fee
19. Reconnect Fee
20. Realtor Deposit
21. Regulatory Assessment
22. Returned Check Fee
23. Seasonal Reconnect Fee
24. Service Investigation Fee
25. Service Trip Fee.
26. Transfer Fee

Section H. Drought Contingency and Emergency Water Demand Management Plan..... 42

1. Introduction
2. Public Involvement
3. Coordination with Regional Water Planning Group
4. Trigger Conditions
5. Stage Levels of Water Allocations
6. Initiation and Termination Procedures
7. Penalties for Violations
8. Exemptions or Waivers
9. Implementation

Section I. Application Form **48**

Section J. Miscellaneous Transaction Forms **53**

Confidentiality of Personal Information Contained in Utility Records 54

Deferred Payment Agreement 55

Meter Test Authorization and Test Report 56

Request for Service Discontinuance & Membership Cancellation 57

Customer Service Inspection Certification (TCEQ) 58

Customer Notice of Water Use Restrictions 64

Customer Notice of First Violation and Penalty 65

Customer Notice of Second Violation and Penalty 66

Customer Notice of Subsequent Violation and Penalty 67

Notice of Disconnection 68

Appendix A. Basic Rate Sheet **69**

Appendix B. Drought Plan as Submitted to TCEQ **70**

SECTION A. RESOLUTIONS

THE BOARD OF DIRECTORS OF **3G WATER SUPPLY CORPORATION** ESTABLISHES THAT:

1. This Tariff of the 3G Water Supply Corporation, serving in Llano County consisting of Sections A. through J and Appendices A and B. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of November 9, 2020.

2. Only those preexisting written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.

3. The adoption (or revisions) of this tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.

4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation and a copy may be viewed on the Corporation's website. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.

5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.

6. This tariff has been adopted (or revised) in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code.

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

_____

President, 3G Water Supply Corporation

SEAL (if applicable)

_____

Secretary, 3G Water Supply Corporation

SECTION B. STATEMENTS

1. ***Organization.*** The 3G Water Supply Corporation ("Corporation" or "WSC") is a member-owned, nonprofit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to member owned member controlled nonprofit corporations for the purpose of furnishing potable water and or sewer utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.

2. ***Non-Discrimination Policy.*** Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.

3. ***Policy and Rule Application.*** These policies, rules, and regulations apply to the water services provided by the Corporation. Failure on the part of the Member, Customer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.

4. ***Corporation Bylaws.*** The Corporation Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation's office.

5. ***Fire Protection Responsibility.*** The Corporation does not provide nor imply that fire protection is available throughout the distribution system, except where expressly required by municipal ordinance or agreed to by WSC. All hydrants or flush valves are for the operation and maintenance of the system and may be used by authorized fire departments in accordance with a contract with the Corporation to supply water for use in fire suppression. The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Nonstandard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.

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

7. ***Information Disclosure.*** The records of the Corporation shall be kept in the Corporation office in Buchanan Dam, Texas, or other office where administrative records are maintained and whose location will be made known. 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 address, telephone number, and account records be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an

official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member entitled to vote on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members. The Corporation shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

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

9. ***Grievance Procedures.*** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:

    a. By presentation of concerns to the Corporation's manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
    b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
    c. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
    d. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.

10. ***Customer Service Inspections.*** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and some nonstandard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(j)) (See Tariff Section G. 4.)

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

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

SECTION C. DEFINITIONS

Applicant – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the 3G Water Supply Corporation. A person must have reached age of majority (18) in Texas to apply for service. (Section 129.001, Civil Practice & Remedies Code)

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

Board of Directors – The governing body elected by the Members of the 3G Water Supply Corporation that is vested with the management of the affairs of the Corporation. (Section 22.001(1), Texas Business Organizations Code)

Bylaws – The rules pertaining to the governing of the 3G Water Supply Corporation adopted by the Corporation Members. (Section 22.001(2), Texas Business Organizations Code)

Certificate(s) of Convenience and Necessity (CCN) – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for 3G Water Supply Corporation to provide water and/or sewer utility service within a defined territory. 3G Water Supply Corporation has been issued Certificate Number(s) 11565. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Certificated Service Area Map(s))

Corporation – The 3G Water Supply Corporation. (Section B. 1 of this Tariff)

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

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

Easement – A private perpetual dedicated right-of-way for the installation of water and or sewer pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable) for both service to an Applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. (See Sample Application Packet, Form-RUS-TX 442-8 (Rev. 6-06) or Form RUS-TX 442-9 (Rev. 6-06)) The easement will be filed in the real property records of the appropriate county or counties.

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

Final Plat – A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water/sewer easements, and location(s) of lakes, streams, or rivers through the property. The 3G Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating Subdivision service requests under Section F. the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

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

Indication of Interest Fee – A fee paid by a potential Member of the Corporation for the purpose of determining the feasibility of a construction and /or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available. This also applies to applicants applying for, or receiving, Temporary Service. (Tariff Section E. 10 b., and Sample Application Packet - USDA RUS-TX Bulletin 1780-9 (Rev. 05/17))

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

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

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

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

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

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

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

Proof of Ownership – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate to be served by deed of trust, warranty deed, or other recorded

documentation. (See Texas Property Code, Title 3, Chapter 12, Section 12.001 and 12.0011)

Rural Utilities Service (RUS) – An agency of the United States Department of Agriculture Rural Development Mission Area that provides loan and grant funds for development of rural water and sewer systems serving communities with a population of less than ten thousand (10,000) people. (See Sample Application Packet, Form-RUS-TX 442-8 (Rev. 6-06) and Form RUS-TX 442-9 (Rev. 6-06))

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

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

Seasonal (Vacation) Reconnect Fee – The fee charged for resumption of service at a location where the member has voluntarily suspended service, in a written request, for a period of time not exceeding twelve months or less than three months.

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

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

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

Service Unit – The base unit of service used in facilities design and rate making. For the purpose of this Tariff, a service unit is a 5/8" X 3/4" water meter. Sewer facilities are designed, and rates are based on the basis of population served or demand. (See Tariff Section G. 7 and G. 14.)

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

Subdivider or Person who Subdivides Land– An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (See Texas Local Government Code Section 212.012(i)(2) & 232.021(12) Definitions and Section F., Part II.)

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

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

Tariff – The operating policies, service rules, service extension policy, service rates, water use restriction policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this Board approved tariff is on file at the Corporation office and as required by law at the State Office of the PUC.

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

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

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

Transferee – An Applicant receiving a 3G WSC Membership by legal means from a Transferor desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff Section E. 19. c., Section G. 28 and Texas Water Code Section 67.016)

Transferor – A Member who transfers Membership by legal means to another person or entity desiring to qualify for service at a property for which the Membership is currently issued or to the Corporation. (Texas Water Code, Section 67.016)

Usage – Amount billed for water 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. (See Section E.5.b.; See also PUC Rules 16 TAC §24.165(i) regarding estimated bills.)

Water Conservation Penalty – A penalty that may be assessed under Section H of this Tariff to enforce customer/member water conservation practices during drought contingency or emergency water demand circumstances. (See Texas Water Code Section 67.011 (b) and Section H. 7

SECTION D. GEOGRAPHIC AREA SERVED

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

CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide (Water and/or Sewer) Service Under Texas Water Code
and Public Utility Commission Substantive Rules

Certificate No. 11565

I. Certificate Holder:

Name: 3G Water Supply Corporations

Address: 504 Willow St.
Buchanan Dam, Texas 78609t5

II. General Description and Location of Service Area:

The area covered by this certificate is located within the postal area of Buchanan Dam, Texas. The service area consists of the sub-divisions of Golden Beach, Greenwood Acres and Geola Estates bounded on the west by Ranch Road 261 and on the east by Lake Buchanan in Llano County, Texas.

III. Certificate Maps:

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

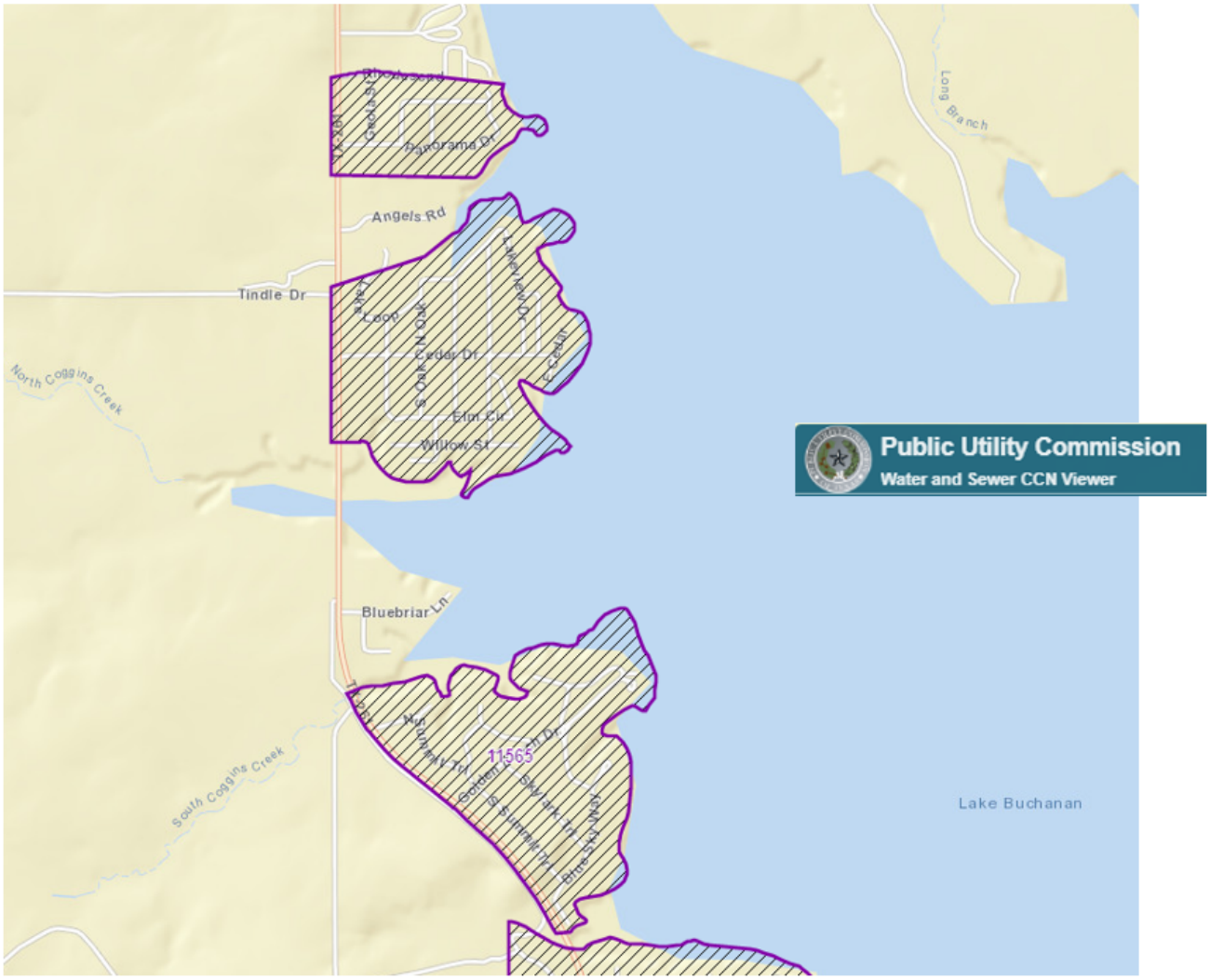
This certificate is subject to the rules and orders of the Commission, the laws of the State of Texas; conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Dated: Prior to 1987 (possibly as early as late 1970's)

ATTEST: _____ _____
For the Commission

MAP OF CCN AREA

3G Water Supply Corporation – CCN 11565



SECTION E. SERVICE RULES AND REGULATIONS

1. **Activation of Standard Service**. Before receiving service, applicants must comply with all the following requirements, as applicable:

a. **New Tap** – The Corporation shall charge a nonrefundable service installation fee as required under Section G. of this tariff. The service installation fee shall be quoted in writing to the applicant. Any debt owed to the Corporation and all fees shall be paid, or a deferred payment contract signed in advance of installation. (16 TAC 24.163(a)(1)(A))

b. **Re-Service** – On property where service previously existed, the corporation shall charge the Membership Fee (where the Membership Fee has been liquidated or refunded), reconnection costs, any debt owed to the Corporation if the applicant is the person that previously incurred those charges, seasonal reconnect fee as appropriate, and other applicable costs necessary to restore service.

c. **Performance of Work** – All tap and equipment installations specified by the corporation shall be completed by the corporation staff or designated representative after all requirements for service have been met. The tap for a standard service request shall be completed within approximately thirty (30) working days after requirements for service have been met. This time may be extended for installation of equipment for Nonstandard Service Request. (16 TAC 24.161(a)(4), See Section F.)

d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved backflow prevention device required by the Corporation. (30 TAC 290.46(j); Section I. Service Application and Agreement)

2. **Activation of Nonstandard Service.** Activation of Nonstandard Service shall be conducted as prescribed by terms of Section F. of this Tariff.

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

4. **Back-billing**. If a Member is undercharged the corporation may back-bill the Member. Back-billing may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in this tariff (See 16 TAC Section 24.165(h)). If the under billing is $25 or more, the utility shall offer to such member/customer a deferred payment plan option for the same length of time as that of the under billing.

5. **Bill Adjustment.**

a. Due to Meter Error - The Corporation shall test any Member's meter upon written request of the member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Authorization Form prior to the test. (See Section J. Misc. Transaction Forms.)

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

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

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

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

a. The Base Rate is for the billing period from approximately the 28th day of the month to the 28th day (approximately) of the following month. Charges shall be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed on or about the 1st of the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.

b. Gallonage Charge shall be billed at the rate specified in Section G and billing shall be calculated in thousand (1000) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.

c. Posting of Payments: All payments shall be posted against previous balances 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, or automatic debit on customer's bank account. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to require

exact change and may refuse to accept payments made using more than $1.00 in coins.

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

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

    a. Failure of the Applicant or Transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges;

    b. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;

    c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;

    d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;

    e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant;

    f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested;

    g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided;

    h. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service. (Also see E 19.)

11. ***Disconnection of Service Rules*** The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section.

a. **Disconnection with Notice** – Water utility service may be disconnected for any of the following reasons after proper notification has been given.

1) Returned Checks – The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. (see Miscellaneous Transaction Forms) Any such instruments returned as insufficient or nonnegotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a cash-only basis for a period of 24 months. ***NOTE:*** **cash only - certified check, money order, or cash.**

2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under Section E.10. i., or failure to comply with the terms of a deferred payment agreement (See Section J. Miscellaneous Transaction Forms);

3) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;

4) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff (including, where appropriate, Section H), Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.

5) Failure to provide access or hindering access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.

6) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.

7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.

8) Cancellation of membership by Member on an account that the Member holds for water/sewer service to the Member's renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. **(Note: The cancellation of membership must be in writing and signed by the Member. CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LEESSEES.)**

9) Failure to pay charges arising from service trip fee as defined in Section G. 27, meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading.

10) Failure by a Member to pay for all repair or replacement costs resulting from the Member damaging system facilities including, but not limited to water or sewer lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The Corporation will provide the Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.

11) Failure to disconnect or secure additional service tap(s) for an RV or other service connection (See E. 24 of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.

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

1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in Texas Health and Safety Code Sections 341.011 or 343.011. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (30 TAC 290.46(i) and 290.46(j)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.

2) A line leak on the member's side of the meter is considered a potential hazardous condition under paragraph b. 1, as stated above. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.

3) Service is connected without authority by a person/entity who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and

4) In instances of tampering with the Corporation's meter/sewer tap or equipment, by-passing the meter or equipment, or other diversion of water or sewer service. ***NOTE:*** **Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place**

of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.

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

1) Failure of the Member to pay for merchandise or charges for nonutility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of nonutility service as a condition of service;

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

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

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

5) Failure of the Member to pay charges arising from an under billing due to any faulty metering, unless the meter has been tampered with or unless such under billing charges are due under the Inoperative Meters Section E. 14. of this Tariff.

6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control.

d. **Disconnection on Holidays and Weekends** – Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.

e. **Disconnection Due to Utility Abandonment** – The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the PUC.

f. **Disconnection for Ill Customers** – The Corporation may not discontinue service to a delinquent residential Member or tenant under an alternative billing agreement permanently residing in an individually metered dwelling unit when that Member or tenant establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in accordance with Subsection (a) of this Section if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the Member or tenant enters into a Deferred Payment Agreement (see Miscellaneous Transaction Forms). The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness as per this subsection.

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

i. **Seasonal (Vacation) Disconnection** – A member may, in a written request, voluntarily suspend service for a period no less than three months and not exceeding twelve months. Standard fees to turn water off and back on will apply. Members on vacation, or otherwise not in residency, will not pay the monthly water usage fee during the time requested.

12. Disputed Bills. In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall make and conduct an investigation as required by the particular case and report the results in writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill.

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

a. The Corporation shall mail all bills on or about the first of the month. All bills are considered the responsibility of each person signing the Service Application and Agreement Form. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. The time for payment by a political subdivision may be different than your regular due date. (See Texas Government Code 2251.021) A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A grace period may then be allowed for delayed payments prior to mailing of final notices. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

b. The board of directors or general manager may elect to not charge a late fee or disconnect fee in accordance with this Tariff during or after the occurrence of a natural disaster or other incident that impacts the property of members or interrupts the management and operation of the system.

c. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 15-day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Texas Utilities Code Sections 182.001 - 182.005) If this request originates from a tenant at a rental property the owner / member will be notified in writing of any extension request.

d. All insufficient fund checks, accounts closed or money orders that have had a stop payment order issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection

day.

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

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

    a. Delinquency in payment for service by a previous member or occupant of the premises to be served.

    b. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six (6) months prior to the date of application.

    c. Violation of the Corporation's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements.

    d. Failure to pay a bill of another member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service; and

    e. Failure to pay the bill of another member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

16. ***Leak Forgiveness.*** When a customer reports they had high water usage due to a leak, they may request a bill adjustment. They must request the adjustment in writing and provide proof that the leak has been repaired. Adjustment will be provided for water usage over 4,000 gallons at $.0065 per gallon. This adjustment will only be approved once per year.

17. ***Line Extension Reimbursement.*** An approved Applicant may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other party that made the capital outlay to extend service to that area. (See Miscellaneous Transaction Forms)

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

19. ***Members and Renters.*** Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due the Corporation. The membership for rental or leased properties shall be in the name of the Member as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall be required

to sign an Alternate Billing Agreement if the Member requests that the tenant be billed for utility service. (See Miscellaneous Transaction Forms.) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter's past due payment status. Such notification will be subject to a service charge (see Miscellaneous Transaction Forms).

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

RENTER'S DEPOSIT to be paid by all customers renting houses where owner does not pay bill as set in the minutes of March 11, 1985, Board of Directors meeting. This deposit will be refundable less final bill due.

20. Membership.

a. **Eligibility** - Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.

b. **Membership** - Upon qualification for service, qualification for Membership, payment of the required fees, and any debt owed to the Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation's water/sewer utility service and one (1) share of Corporation Stock. The Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership and Stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code Section 67.016) ***NOTE (1):*** **In the event that the Corporation is conducting a potential Members survey for indications of interest in future service for the purpose of determining the feasibility of an initial construction or expansion project under RUS guidelines (see Sample Application Packet), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a Membership Fee for Membership purposes (upon issuance of a Membership) if service is ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded, less expenses, within sixty (60) days of the loan closing with the Rural Utilities Service.** ***NOTE (2):*** **In the event the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required. (See Section C Definitions, E. 26., G. 4. and Section J. CSI Certificate)**

c. **Transfers of Membership.** – (Texas Water Code Section 67.016)
   1) A Member or executor of estate (court order or other legal instrument) is entitled to transfer Membership in the Corporation only under the following circumstances:

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

2) In the event that Membership is transferred pursuant to the provisions of Subsection 19. c. (1) of this Section, such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall be considered a new application for service and is not binding on the Corporation until such transfer has been approved as provided by Subsection 19. c. 3 of this Section.

3) Qualifications for service upon transfer of Membership set forth in Subsection 19. c. (1) of this and 19. c. (2) of this Section shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:

(a) The Transferee has completed the required Application Packet including granting the Corporation with a private utility easement on the form provided by the Corporation;
(b) The membership has not been fully or partially liquidated; and
(c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.

4). If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10th day according to disconnection with notice requirements. Additional time may be allowed at the directions of the manager or board.

d. **Cancellation of Membership** – To keep a Membership in good standing, a Base Rate must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Misc. Transaction Forms.) However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service Section E 1. of this Tariff. (Texas Water Code Section 67.016)

e. **Liquidation Due to Delinquency** –When the amount of the delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated and the

Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership, the Corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (See Tariff Section E, Subsection 11. a.). The Corporation shall collect any remaining account balances by initiation of legal action. Re-instatement of service shall be subject to the terms of the Activation of Service Subsection E. 1. b. of this Tariff.

f. **Cancellation Due to Policy Noncompliance** – The Corporation may cancel a Membership anytime a Member fails to comply with policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property from which the Membership arose. (Texas Water Code Section 67.016)

g. **Re-assignment of Canceled Membership**.

1) The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water or sewer service is requested (Texas Water Code Section 67.016). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.

2) The Corporation shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or non-judicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property and it is not feasible for the mortgage institution to be the Member.

h. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings –** Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding 12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the Disconnection with Notice Provisions of Section E. 11. of this Tariff, with a copy of the notice to the bankruptcy Trustee.

i. **Cancellation and Re-Assignment of Membership as a Result of Divorce or Death (or Dissolution of Joint Tenancy) –** The Corporation shall transfer the membership to a spouse (or joint tenant) or heir who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse

(or joint tenant) or heir requesting transfer, such as final divorce decree, temporary court order, probate decree, affidavit of heirship, or agreement. In no event shall any membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

21. Member's Responsibility.

a. The Member shall provide access to the meter or sewer tap location as per the easement and service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.

b. The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.

1) All water connections shall be designed to ensure against on-site sewage contamination, back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46, Texas Health & Safety Code Chapter 366)

2) The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or nonresidential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.46; RUS-TX Bulletin 1780-9 (Rev. 05/17))

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

d. The Corporation's ownership and maintenance responsibility of water supply and metering and sewer 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.

e. The Corporation shall require each Member to have a cut-off valve within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the Corporation.)

f. The member is required to notify the system 48 hours prior to digging or excavation activities

along or near water/sewer lines and appurtenances.

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

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

23. Meter Tampering and Damage to Property.

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

The burden of proof of Tampering is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation's staff when any action regarding Tampering is initiated. A court finding of Tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services of the Corporation shall be prosecuted to the extent allowed by law under the Texas Penal Code Sections 28.03, 12.21 and 12.22.

b. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall disconnect service without notice as set forth in Subsection E.11.b. and charge the person who committed the Tampering the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.

c. A person who otherwise destroys, defaces, damages or interferes with Corporation property will be charged the total actual loss to the Corporation including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues. The Corporation also will prosecute the offending party to the extent allowed under law pursuant to Texas Water Code Section 49.228 and other applicable laws.

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

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

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

25. Prohibition of Multiple Connections to a Single Tap.

a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter or sewer tap. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter or sewer tap (See Subsection E. 17.) If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with Paragraph E. 11. b. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 05/17))

b. For purposes of this section, the following definitions shall apply:
   1) A multiple connection is the connection to any portion of a member's water or sewer system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water or sewer line serving another residence or commercial or industrial facility. Water or sewer lines to outbuildings, barns or other accessory structures shall not be consider a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.
   2) A primary delivery point shall mean the physical location of a meter or sewer tap that is installed in accordance with this Tariff and applicable law and which provides water or sewer service to the residence or commercial or industrial facility of a member.
   3) A residence shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation.
   4) A commercial facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member's residence or property that does not require water in addition to that provided to the member's residence shall not be considered a separate commercial facility.

c. The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional membership be secured, and a separate meter installed. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The member must submit a written request to the corporation's business office at least five (5) business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that water service will be cut off in 10 days if the situation is not corrected.

26. Service Entitlement. The Applicant(s) shall be considered qualified and entitled to water and/or sewer utility service when proper application has been made, terms and conditions of Service and

Membership have been met and continue to be met, and all fees have been paid as prescribed. (16 TAC 24.161(a))

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

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

    b. **Nonstandard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account (see E. 2. of this section), or an addition to the supply, storage and/or distribution/collection system. The service requirements as prescribed by Section F. of this Tariff shall be required of the Nonstandard Service Applicant prior to providing service.

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

    a. A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, required by the Corporation, must be completed by the Applicant for the purpose of allowing future facility additions. (See Sample Application - RUS-TX Bulletin 1780-9 (Rev. 05/17), 30 TAC 290.47 Appendix B.) ***NOTE:*** **This requirement may be delayed for Nonstandard Service requests.**

    b. The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of title to the real estate designated to receive service. (Texas Water Code Sections 67.016 (d), and 13.002 (11) *See also* Uniform Partition of Heirs Property Act, Property Code Chapter 23A).

    c. On the request by the property owner or owner's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of individual meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of master meters. The Corporation shall be entitled to the payment of costs, including the costs of master meter installations, as provided in Section G. The cost of master meter installation

shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water/sewer service demand represented by full occupancy of the property, as determined under applicable provisions of Section F. It shall be the responsibility of the property owner to obtain the membership required for each individual meter.

d. Notice of application approval and costs of service determined by the Corporation shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service. (16 TAC 24.153 (a)(1)).

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

f. The Corporation shall provide to each service applicant or transferee a copy of the Confidentiality of Personal Information Request Form. *See* Section J, Miscellaneous Transaction Forms. *See also*, Texas Utilities Code Section 182.052(c).

SECTION F. DEVELOPER, SUBDIVISION AND NONSTANDARD SERVICE REQUIREMENTS

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

1. ***Purpose.*** It is the purpose of this Section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of Nonstandard Service are determined, including the Nonstandard Service Applicant's and the Corporation's respective costs.

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

2. ***Application of Rules.*** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of nonstandard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 3/4" diameter and service lines exceeding 15 feet. Nonresidential or residential service applications requiring a larger sized meter typically will be considered nonstandard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Nonstandard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation or their designee shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

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

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

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

   b. A final plat (See Section C.) approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other

service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

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

a. A Nonstandard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G. for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation upon the Corporation's request all additional expenses that have been, or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the Application until all remaining expenses have been paid.

b. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity (CCN), service may be extended provided that:

1) The service location is not in an area receiving similar service from another retail Corporation;

2) The service location is not within another retail Corporation's CCN; and

3) The Corporation's CCN shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's CCN, Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including administrative, legal, surveying and engineering fees incurred by Corporation in securing the amendment).

4. Design. The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Nonstandard Service Contract in accordance with the following schedule:

a. The Corporation's engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested service within the Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.

b. The engineer's fees shall be paid out of the Nonstandard Service Investigation Fee under Section F. 3.

c. The engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.

d. The Corporation's engineer shall ensure that all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted in the application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided however, that the Corporation shall pay the expense of such upgrading in excess of that which is reasonably allocable to the level and manner of service requested by the Applicant.

e. The Corporation's engineer will determine the fire flow design for any nonstandard service request, including new subdivisions, based on density, type of structure, and other factors.

5. Nonstandard Service Contract. Applicants requesting Nonstandard Service **may** be required to execute a written contract, drawn up by the Corporation's Attorney (see example Section I. Sample Forms), in addition to submitting the Corporation's Nonstandard Service Application. Said contract shall define the terms of service prior to construction of required service facilities. The service contract may include, but is not limited to:

a. All costs associated with required administration, design, construction, and inspection of facilities for water~~/sewer~~ service to the Applicant's service area and terms by which these costs are to be paid.

b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.

c. Terms by which service capacity shall be reserved for the Applicant and duration of reserved service with respect to the demand which the level and manner of the service will have upon the Corporation's system facilities.

d. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.

e. Terms by which the Corporation shall administer the Applicant's project with respect to:
   (1) Design of the Applicant's service facilities;
   (2) Securing and qualifying bids;
   (3) Execution of the Service Contract;
   (4) Selection of a qualified bidder for construction;
   (5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
   (6) Inspecting construction of facilities; and
   (7) Testing facilities and closing the project.

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

g. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds, warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.

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

6. ***Construction of Facilities by Applicant Prior to Execution of Service Contract.*** The Corporation and the Applicant must execute a Nonstandard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant or, in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively, the Corporation may require full costs of replacing/repairing any facilities constructed without prior execution of a contract from any person buying a lot or home from Applicant. At a minimum, the Corporation will require that all facilities be uncovered by the Applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, and take any other lawful action determined appropriate by the Board of Directors of the Corporation.

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

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

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

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

a. If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Applicant shall secure easements or else title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant. (See Sample Application Packet RUS Form 442-8 or 442-9 (Rev. 6-06))

b. All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, such as road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including administrative, legal and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.

c. The Corporation shall require an exclusive dedicated right-of-way easement on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site and off-site facilities.

d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's requirements at the expense of the Applicant.

9. Bids for Construction. The Corporation's consulting engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge (as per Engineer's determination), to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest qualified bidder in accordance with the following criteria:

a. The Applicant shall execute the Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;

b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;

c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;

d. The Contractor shall supply favorable references acceptable to the Corporation;

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

f. The Contractor shall provide adequate certificates of insurance as required by the Corporation.

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

11. Construction.

a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, approved road sleeves/casings may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.

b. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.

c. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to issue change-orders of any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

PART II. Request for Service to Subdivided Property

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

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

   a. Completion of requirements described in Section F. Part I., including completing the Nonstandard Service Application.

   b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.

   c. Applicant shall be notified in writing by the Corporation or designated representative the timeframe within which the requested service can be provided and the costs for which the applicant will be responsible, in accordance with the details described on the Applicant's request for service.

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

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

      (1) Map and legal description of the area to be served using map criteria in 16 TAC 24.233(a)(2) (A-G)).

      (2) Time frame for:
         (a) Initiation of service
         (b) Service to each additional or projected phase following the initial service

      (3) Detailed description of the nature and scope of the project/development for:
         (a) Initial needs
         (b) Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase

      (4) Flow and pressure for anticipated level of fire protection requested, including line size and capacity

(5) Specific infrastructure needs for anticipated level of fire protection requested, including line size and capacity

(6) Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.

(7) Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.

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

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

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

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

Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).

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

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

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

SECTION G. RATES AND SERVICE FEES

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

1. ***Additional Assessments.*** In the event any federal, state or local government imposes on the Corporation a "per meter" fee or an assessment based on a percent of water~~/sewer~~ charges, this fee or assessment will be billed and collected as a pass through charge at the actual amounts with no markup by the Corporation to the customer.

2. ***Assessments.*** If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water or wastewater charges to be insufficient for the payment of all costs incident to the operation of the Corporation's system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment on indebtedness for the year's operations. (See Article XVIII of USDA Model Bylaws, Section 1 Rev. 12-2011 or your Corporations bylaws or other governing documents)

3. ***Customer History Report Fee.*** One report per calendar year shall be provided upon request at no charge to provide a copy of the Member's record of past account information in response to a Member's request for such a record. A fee of $25.00 shall be charged for each additional report requested within the calendar year.

4. ***Customer Service Inspection Fee.*** Before permanent continuous service is provided to new construction the Member must have the inspection performed by a licensed professional of their choosing at Member's expense. The Member must provide the Corporation with a copy of the inspection report. The Corporation will provide this service for Member for $100 in addition to the fees for the licensed inspector.

5. ***Easement Fee.*** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements on behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant. (See Section E. 28.; Section F. 8. b.)

6. ***Equipment Damage Fee.*** If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member and tenant if

an Alternate Billing Agreement is in place. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.

7. ***Information Copy F***ee. A fee for the copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the Texas Government Code Section 552.261 et. seq.

8. ***Installation Fee.*** The Corporation shall charge an installation fee for service as follows:

   a. **Standard Service** shall include all:
      1) Tap fee – all current labor and materials necessary to provide individual metered water or wastewater service. Minimum $1000.00
      2) Customer Service Inspection fee. See 4. Customer Service Inspection Fee above (NEED TO ADD LINK IF ACCEPTED)
      3) Connection fee. $60.00
      4) Administrative costs. $60.00
      5) Any additional site-specific equipment or appurtenances necessary to provide water or wastewater service.

      Standard service fees shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.

   b. **Nonstandard Service** shall include:
      1) Facility improvement costs including, but not limited to, tanks, piping, main lines, hydrants, and other labor materials necessary to provide service at the level required by Water Code and as requested by the applicant;
      2) Line and facility inspection fees;
      3) Administrative costs including, but not limited to, contract administration costs, processing invoices, disbursement of checks to contractors;
      4) Legal fees, including but not limited to, contract development, easements, water rights, permits, and CCN (WHAT IS CCN?) Certificate of convenience and necessity amendments for the area;
      5) Engineering fees; and
      6) Any additional site-specific equipment or appurtenances necessary to provide water or wastewater service as determined by the Corporation under the terms of Section F. of this Tariff (includes tap fees).

   c. **Standard and Nonstandard Service Installations** shall include all costs of any pipeline relocations as per Section E. 29. e. of this Tariff.

9. ***Late Payment Fee***. Once per billing period, a penalty of $5.00 or 5%, whichever is larger, shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing period but shall be applied to any new unpaid balance during the current billing period.

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

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

11. ***Membership Fee.*** At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate. The Membership Fee for water service is **$350.00** for each service unit.

12. ***Meter Tampering and Damage to Property Penalty***. In addition to the Equipment Damage Fee, the Corporation may charge a penalty for Tampering as defined in Section E. 22. Member is responsible for penalties for Tampering if Tampering was committed by a guest or Tenant of Member. The penalty shall not exceed six (6) times the Base Rate.

13. ***Monthly Charges.***

a. **Base Rate**

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

Meter Size	**5/8" x 3/4" Meter Equivalents**	**Monthly Rate**
5/8" x 3/4"	1.0	$75.00

b. **Gallonage 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.

1) Water:
a. $ $75.00 base rate for 0 usage
b. $ 4.40 per 1,000 gallons for usage up to 4,000 gallons
c. $ 12.10 per 1,000 gallons for 4,001 gallons to 20,000 gallons
d. $ 16.50 per 1,000 gallons for 20,001 gallons and over

2) The Corporation shall, as required by Texas Water Code Section 5.701, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water or wastewater service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G. 16. Monthly Charges of this Tariff. 30 TAC 291.76(d))

c. Community Service Rates:

1. Greenwood Acres Parks: Per July 13, 2015 Board of Directors Meeting, it was brought to the Boards' attention that there is a Memorandum of Understanding between 3G and Greenwood Acres POA that as long as the well drilled in Greenwood Acres Park is in service, water usage for parks and median will not be billed.
2. Golden Beach Parks: Per April 13, 2015 Board of Directors Meeting, 3G Water Supply will provide 5000 gallons to the Golden Beach POA Park. Usage above 5000 gallons will be billed

at the residential customer rate.

3. Geola Estates Parks: Per April 13, 2015 Board of Directors Meeting, 3G Water Supply will provide 3000 gallons to the Geola Estates POA Park. Usage above 3000 gallons will be billed at the residential customer rate.
4. Llano County – Lakeshore Library: Water usage for Accounts 203 and 243 is combined and billed at the published per gallon rate.

14. ***Meter Test Fee.*** The Corporation shall test a Member's meter upon written request of the Member. (See Meter Test Authorization and Test Report Form in Section J) Under the terms of Section E. of this Tariff, a charge shall be imposed on the affected account. The Member may opt for a Field Test for $85 or to have the meter professionally tested by a qualified laboratory at actual cost of the laboratory testing (As of November 2025 this is $185). The laboratory fee consists of meter removal/replacement and testing fee. A Field Test is performed by collecting a water sample in a container of known volume (ex. five gallon bucket) and comparing it to the meter readings. If the meter is found to be faulty Corporation will cover this cost. If the meter is functioning correctly then Member will cover the cost.

15. ***Nondisclosure Fee.*** A fee of $0.00 shall be assessed to any Member or tenant requesting in writing that personal information under the terms of this tariff not be disclosed to the public.

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

17. ***Owner Notification Fee.*** The Corporation shall assess a fee of $0.00 per notification to a Member of a renter/lessee delinquent account status prior to disconnection of service. (See Miscellaneous Transaction Forms.)

19. ***Reconnect Fee.*** The Corporation shall charge a fee of $60.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E. 1. b. Re-Service.

20. ***Realtor Deposit.*** When a realtor is assigned to handle a foreclosure, they must provide proof of assignment and a $200 deposit. This realtor is responsible for bill payment. The deposit will be refundable less final bill due.

21. ***Regulatory Assessment.*** A fee of 0.5% of the amount billed for water/sewer service will be assessed to each customer; this assessment is required under Texas law and TCEQ regulations. **NOTE: The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Sept. 2017; TCEQ Section 291.76 (c))**

22. ***Renter Deposit.*** Renter deposit of $200 is to be paid by all customers renting houses where owner does not pay bill. This deposit will be refundable less final bill due.

23. ***Returned Check Fee.*** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or nonnegotiable

for any reason, the account for which the instrument was issued shall be assessed a return check charge of $30.00 plus any other associated fees imposed upon the Corporation as a result of the failed transaction. This includes, but may not be limited to, bank charges for insufficient funds from the returned check as well as charges from any financial institution involved in the transaction. (See Miscellaneous Transaction Forms)

24. ***Seasonal (Vacation) Reconnect Fee.*** The Corporation shall charge a fee of $60 to reconnect for a vacation request.

25. ***Service Investigation Fee.*** The Corporation shall conduct a service investigation for each service application submitted to the Corporation. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Nonstandard. An investigation shall then be conducted, and the results reported under the following terms:
    a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.

    b. All Nonstandard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to:

        (1) Provide cost estimates of the project;

        (2) To present detailed plans and specifications as per final plat;

        (3) To advertise and accept bids for the project;

        (4) To present a Nonstandard Service Contract to the Applicant; and

        (5) To provide other services as required by the Corporation for such investigation. A Nonstandard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.5.)

26. ***Service Trip Fee.*** The Corporation shall charge a trip fee of $60.00 for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service; or for the purpose of disconnecting or collecting payment for services. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation shall charge $65.00 per employee per hour for each additional hour required.

27. ***Transfer Fee.*** The only valid account transfers are via property inheritance and no fee is assessed.

SECTION H.

Drought Contingency and Emergency Water Demand Management Plan

For
3G Water Supply Corporation

TCEQ PWS ID. NO. 1500006

Updated January 2024

3G Board of Directors
Nancy Stanford, President

Water Operations:
Professional General Management Services, Inc.- Water (PGMS)

1. Introduction

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

A Drought/Emergency Management Committee consisting of two Board Members and the System Manager will monitor usage patterns and public education efforts and will make recommendations to the Board on future conservation efforts, demand management procedures or any changes to this plan. The Committee will develop public awareness notices, bill stuffers, and other methods that will begin and continue as a constant type of reminder that water should be conserved at all times, not just during a drought or emergency. This Committee will also review and evaluate any needed amendments or major changes due to changes in the WSC service area population, distribution system or supply. This review and evaluation will be done on a regular basis of five years unless conditions necessitate more frequent amendments. The plan will be implemented according to the three stages of water use restrictions as imposed by the Board. Paragraph 4 describes the conditions that will trigger these stages.

2. Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the Board by scheduling and providing public notice of a public meeting to accept input on the Plan. Notice of the meeting was provided to all customers. In the adoption of this plan, the Board considered all comments from customers.

3. Coordination with Regional Water Planning Group

Being located within the Region K Water Planning Group, a copy of this Plan has been provided to that Regional Water Planning Group.

4. Trigger Conditions

The Drought Emergency Management Committee is responsible for monitoring water supply and demand conditions on a monthly basis (or more frequently if conditions warrant) and shall determine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified triggers are reached. The Committee will monitor monthly operating reports, water supply or storage tank levels and/or rainfall as needed to determine when trigger conditions are reached. The triggering conditions described below take into consideration: the vulnerability of the water source under drought of record conditions, the production, treatment and distribution capacities of the system, and member usage based upon historical patterns.

a. **Stage I - Mild Condition**: Stage I water allocation measures may be implemented when one or more of the following conditions exist:

1) Water consumption has reached 80 percent of daily maximum supply for three (3) consecutive days.

2) Water supply is reduced to a level that is only 20 percent greater than the average consumption for the previous month.

3) There is an extended period (at least eight (8) weeks) of low rainfall or daily use has risen 20 percent above the use for the same period during the previous year.

b. Stage II - Moderate Conditions: Stage II water allocation measures may be implemented when one of the following conditions exist:

1) Water consumption has reached 90 percent of the amount available for three consecutive days.

2) The water level in any of the water storage tanks cannot be replenished for three (3) consecutive days.

c. Stage III - Severe Conditions: Stage III water allocation measures may be implemented when one of the following five conditions exist:

1) Failure of a major component of the system or an event which reduces the minimum residual pressure in the system below 20 psi for a period of 24 hours or longer.

2) Water consumption of 95 percent or more of the maximum available for three (3) consecutive days.

3) Water consumption of 100 percent of the maximum available and the water storage levels in the system drop during one 24-hour period.

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

5) The declaration of a state of disaster due to drought conditions in a county or counties served by the Corporation.

6) Reduction of wholesale water supply due to drought conditions.

7) Other unforeseen events which could cause imminent health or safety risks to the public.

5. Stage Levels of Water Allocations

The stage levels of water allocations are to be placed in effect by the triggers in Paragraph 4. The System shall institute monitoring and enforce penalties for violations of the Drought Plan for each of the Stages listed below. The water allocation measures are summarized below.

a. **Stage I - Mild Conditions**

1) Alternate day, time of day, or duration restrictions for outside water usage allowed. (System will notify Customers which restriction is in effect)

2) The system will reduce flushing operations.

3) Reduction of customers' water use will be encouraged through notices on bills or other method.

b. Stage II - Moderate Conditions

1) All outside water use is prohibited (except for a livestock or other exemption or variance granted under this section).

2) Make public service announcements as conditions change via local media (TV, radio, newspapers, etc.).

c. **Stage III - Severe Conditions**

1) All outside watering prohibited.

2) Water use will be restricted to a percentage of each member's prior month usage. This percentage may be adjusted as needed according to demand on the system. Notice of this amount will be sent to each customer.

3) Corporation shall continue enforcement and educational efforts.

NOTE:

- **Refer to your water purchase contract for additional restrictions/requirements that may be imposed by stipulations from the wholesale supplier.**

- **There may be additional restrictions imposed by Governmental Entities.**

- **Meters will be read as often as necessary to ensure compliance with this program for the benefit of all the customers.**

6. Initiation and Termination Procedures

Once a trigger condition occurs, the Corporation, or its designated responsible representative, shall, based on recommendation from the Chairperson of the Drought/Emergency Management Committee, decide if the appropriate stage of water use restrictions shall be initiated. The initiation may be delayed if there is a reasonable possibility the water system performance will not be compromised by the condition. If water allocation is to be instituted, written notice to the customers shall be given. Written notice of the proposed water use restrictions measure shall be mailed or delivered to each affected customer upon the initiation of each stage. Notice may be sent by email only if the customer chooses the option to receive email notices instead of mailed notices and provides a valid email address. In addition, upon adoption of Stage II or Stage III, a notice will be

placed in a local newspaper or announced on a local radio or television station. The customer notice shall contain the following information:

a. The date water restriction shall begin;
b. the expected duration;
c. the stage (level) of water allocations to be employed;
d. penalty for violations of the water allocation program; and
e. affected area or areas.

A sample Customer Notice of Water Restrictions conditions is included in Miscellaneous Transaction Forms of this tariff.

If the water allocation program extends 30 days, then the Chairperson of the Drought/Emergency Management Committee or manager shall present the reasons for the allocations at the next scheduled Board Meeting and shall request the concurrence of the Board to extend the allocation period.

When the trigger condition no longer exists then the responsible official may terminate the water allocations provided that such an action is based on sound judgment. Written notice of the end of allocations shall be given to customers. A water allocation period may not exceed 60 days without extension by action of the Board.

7. Penalties for Violations

a. **First Violation** – The Corporation will not assess a penalty for the first violation. The customer/member will be notified by a written notice of their specific violation and their need to comply with the tariff rules.

b. **Second Violation** - The Corporation will not assess a penalty for the second violation. The customer/member will be notified by a written notice of their specific violation and their need to comply with the tariff rules. The notice will also inform the customer that additional violations will trigger more severe penalties and may result in termination of service regardless of whether the customer pays the penalties.

c. **Subsequent Violations** - The Corporation will assess a penalty of $350 for violations continuing after the Second Violation. The notice of subsequent violation will show the amount of the penalty to be assessed and will inform the violator that failure to pay the penalty will result in termination of service to be restored only upon payment of penalty and service call to restore service. The notice will also inform the customer that the Corporation may also install a flow restricting device in the customer's meter service to limit the amount of water that will pass through the meter in a 24-hour period. The costs of this procedure will be for the actual work and equipment and shall be paid by the customer. Removal of this device will be considered Meter Tampering and will result in disconnection of service without further notice. The notice of subsequent violation will also inform the customer that additional penalties will be assessed for additional violations; and in addition to penalties, that water service will be

terminated for a period of three (3) days regardless of whether the customer pays the penalties for the additional violations.

d. **Termination** – For each continuing violation, the Corporation will terminate service for a period of three (3) days. The notice of termination will show the date on which water service will be terminated and the date on which service will be restored, unless the customer has failed to pay delinquent penalties, assessments or charges. Service will remain off until any delinquent penalty or other assessment is fully paid including a charge for the service call to restore service at standard disconnect/reconnect rates.

These provisions apply to all customers of the Corporation.

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

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

8. Exemptions or Waivers

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

a. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect. Alternative methods can be implemented which will achieve the same level of reduction in water use. Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the Drought/Emergency Management Committee within five (5) days after the Plan or a particular drought response stage has been invoked or after a condition justifying the variance first occurs. All petitions for variances shall be reviewed by the Committee and shall include the following:

- Name and address of the petitioner(s).
- Purpose of water use.
- Specific provision(s) of the Plan from which the petitioner is requesting relief.

- Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.

- Description of the relief requested.

- Period of time for which the variance is sought.

- Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.

- Other pertinent information, as requested by the Committee. Variances granted by the Committee shall be subject to the following conditions, unless specifically waived or modified by the Committee or Board of Directors:

- Variances granted shall include a timetable for compliance.

- Variances granted shall expire when the water allocation is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance allowed for a condition requiring water allocation will continue beyond the termination of water allocation under Section F. Any variance for a subsequent water allocation must be petitioned again. The fact that a variance has been granted in response to a petition will have no relevance to the Committee's decision on any subsequent petition.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

9. Implementation

The Board establishes a Drought/Emergency Management Committee by Resolution, the chairperson of which will be the responsible representative to make Drought and Emergency Water Management actions. This Committee will review the procedures in this plan annually or more frequently. Modifications may be required to accommodate system growth, changes in water use demand, available water supply and/or other circumstances.

This plan was adopted by the Board at a properly noticed meeting held in February 2024. The plan is included with this document as Appendix A.

Corporation Official: _____

Title: _____

SECTION I.

APPLICATION FORM

ARUS-TX Bulletin 1780-9 (Rev. 5/2017)
Updated 1/2021

3G WATER SUPPLY CORPORATION
504 Willow St. – Buchanan Dam, TX 78609
325-379-3682 3gwatersupply@gmail.com

CORPORATION USE ONLY

Date Submitted: _____
Date Approved: _____
Amount Received: _____
Account Number: _____
Updated in RVS: _____
Updated in Member Files: _____
Cert. Number: _____
Customer Service Insp.Date: _____

SERVICE APPLICATION AND MEMBERSHIP AGREEMENT

NOTE: *Form must be completed by Applicant only.*

Please Print: DATE _____

APPLICANT'S NAME _____

CO APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: FUTURE BILLING ADDRESS (if applicable):

_____ _____

_____ _____

PHONE NUMBER – Home (_____) _____ Work (_____) _____ Cell (_____) _____

EMAIL _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT / CO-APPLICANT _____

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

_____

PREVIOUS OWNER'S NAME AND ADDRESS

_____

_____

NUMBER IN FAMILY _____ SPECIAL SERVICE NEEDS OF APPLICANT _____

FULL-TIME RESIDENCE Yes _____ No _____

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

Ethnicity: [ ] Hispanic or Latino [ ] Not of Hispanic or Latino

Race: [ ] White [ ] Black or African American [ ] American Indian/Alaska Native [ ] Asian [ ] Native Hawaiian or Other Pacific Islander

Gender: [ ] Male [ ] Female

AGREEMENT made this _____ day of _____, _____,

between 3G Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and

_____ (Applicant and/or Member).

Accepted: _____ Date_____

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.

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

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

All water shall be metered by meters to be furnished and installed by the Corporation. 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. 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. A person commits an offense if, he intentionally or knowingly damages, tampers with, or destroys the tangible property of the owner (Texas Penal Code #28.03).

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and

federal statutes and regulations relating to the federal Safe Drinking Water Act* or Chapter 341 of the Texas Health & Safety Code** or and the corporation's tariff and service policies.

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

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

b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.

c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.

d. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of any public water supply.

e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

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

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

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

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

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

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

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

_____ _____

Applicant Member Co-Applicant Member

_____ _____

Approved and Accepted Date Approved

* Safe Drinking Act - https://www.cdc.gov/healthywater/drinking/public/regulations.html
**Texas Health & Safety Code - https://statutes.capitol.texas.gov/Docs/HS/htm/HS.341.htm

SECTION J.
MISCELLANEOUS TRANSACTION FORMS

3G WSC
CONFIDENTIALITY OF PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS

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[1] 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 $____.00 to cover the cost of postage and implementation which must be paid at the time of request.[2]

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 $____.00 to:

Utility (WSC, District or City)
Address
City, State Zip

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.

[1] See Texas Public Information Act, Government Code Sec. 552.147, for limitations on disclosure of Social Security numbers.
[2] The fee must not exceed the administrative cost of complying with the request of confidentiality.

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 $____.00 for this service.

_____ *Name of Account Holder*

_____ *Account Number*

_____ *Address*

_____ *Area Code/Telephone Number*

_____ *City, State, Zip Code*

_____ *Signature*

3G WSC
DEFERRED PAYMENT AGREEMENT

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

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

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

_____
Member

_____
Date

_____
3G WSC Corporation Official

_____
Title

3G WATER SUPPLY CORPORATION
METER TEST AUTHORIZATION AND TEST REPORT

NAME: _____

ADDRESS: _____

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

ACCOUNT NUMBER: _____ METER SERIAL NUMBER: _____

REASONS FOR REQUEST: _____

_____

Member agrees to accept test results performed by Fluid Meter Service and provided by the Corporation. The test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench. Member agrees to pay a $75.00 non-refundable Administrative Fee and the costs related to 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. If the meter is found to be malfunctioning, the Member will not be liable for the costs related to the test (other than the $75.00 non-refundable Administrative Fee) and the charges for water service will be adjusted accordingly.

_____
Signed by Member

TEST RESULTS

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

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

Meter tests accurately; no adjustments due.

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

Meter tests low; no adjustment due.

Test conducted by _____

Approved on _____ by _____

3G WATER SUPPLY CORPORATION
REQUEST FOR SERVICE DISCONTINUANCE & MEMBERSHIP CANCELLATION

I/Business Name _____, hereby request that my water /and sewer service account number _____ located at_____, be disconnected from _____ 3G Water Supply Corporation service and that my membership fee is be refunded. I understand that if I should ever want my service reinstated I may have to reapply for service as a new member and I may have to pay all costs as indicated in the re-service provisions in the current copy of the Water Supply Corporation Tariff.

Charges for water or sewer service will terminate when this signed statement is received by the _____ 3G WSC office. I understand and agree that a fee will be incurred for the processing of this transaction and will be deducted from the membership fee in addition to final water, sewer and service trip charges.

(Residential account)

If applicable, I further represent to the Corporation that my spouse joins me in this request, and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse as a joint owner of the aforementioned property.

(Commercial account)

I further represent to the Corporation that I am the duly authorized representative of _____ and have full authority to execute this Request for Service Discontinuance on behalf of said business.

_____
Signature

_____
Date of Signature _____

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

General Instructions:

The purpose of form TCEQ-20699 is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per ***Title 30 of the Texas Administrative Code (30 TAC) 290.46(j)(4)***. The form can be completed one of two ways:

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

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

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

Specific Instructions:

Please follow these instructions when completing Form TCEQ-20699:

1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an "X" in the box.

2. Remarks: The "Remarks" section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.

3. Due to there being three (3) different licensed individuals that can fill out this form: TCEQ Licensed Customer Service Inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement. Please provide your title.

*Please keep in mind this TCEQ form is
updated regularly, please visit

https://www.tceq.texas.gov/search_forms.html
to ensure you are using the correct form.

Texas Commission on Environmental Quality
Customer Service Inspection Certificate

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection:	
New construction	☐
Existing service where contaminant hazards are suspected	☐
Material improvement, correction 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	Noncompliance		
☐	☐	(1)	No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
☐	☐	(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.
☐	☐	(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 on or after January 4, 2014 bears the expected labeling indicating ≤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 ☐	Other ☐
Solder:	Lead ☐	Lead Free ☐	Solvent Weld ☐	Other ☐

Remarks:	

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

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

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

CUSTOMER NOTICE OF WATER USE RESTRICTIONS
3G WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE: _____

TO: Customers of 3G Water Supply Corporation

FROM: _____, Manager, _____ WSC

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

Stage ____ allocation restricts your water use as follows:

_____

_____

_____

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

Thank you for your cooperation.

Corporation Official _____
Title: _____

SAMPLE

CUSTOMER NOTICE OF FIRST VIOLATION AND PENALTY OF 3G WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE: _____

FROM: _____, Corporation Official, _____ WSC

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

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

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

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

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

Corporation Official _____

Title:_____

SAMPLE

CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY OF 3G WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE: _____

FROM: _____, Corporation Official, 3G WSC

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

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

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

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

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

Corporation Official _____

Title _____

SAMPLE

CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND PENALTY OF 3G WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE: _____

FROM: _____, Corporation Official, 3G WSC

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

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

The Corporation's previous notice advised you that you would be assessed an additional, and more severe, penalty if the violation continued. This is required under the Corporation's Tariff. Accordingly, you are hereby directed to pay a penalty of _____, to be received in the Corporation's business office no later than _____a.m./p.m., _____20_____. **Failure to pay this penalty by this date and time will result in disconnection of your water service WITHOUT FURTHER NOTICE.** Any reconnection will require payment of the penalty and a charge for the service call to restore service.

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

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

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

Corporation Official _____

Title_____

SAMPLE

NOTICE OF DISCONNECTION FOR VIOLATION OF 3G WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

DATE: _____

FROM: _____, Corporation Official, 3G WSC

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

There have been repeated violations. You previously have been notified of violations on _____, _____, and _____. Because these violations have continued, and as provided under Section H of the Corporation's Tariff, your water service will be disconnected on _____ 20_____. Your service will not be restored until _____ and only after payment of all applicable charges, fees for the service call to restore your service and any monthly bills are paid in full.

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

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

Corporation Official _____

Title _____

BASIC RATE SCHEDULE

MEMBERSHIP FEE $350*

To be paid by all new property owners before water service can be established as stated in the bylaws of 3G Water Supply Corporation. This membership fee was set in the minutes of January 18, 1985, organizational meeting. Membership fee is not transferable.

WATER RATES $75

Set at $75.00 base rate per month plus $4.40 per 1,000 gallons used up to 4,000 gallons; $12.10 per 1,000 gallons used over 4,000 gallons up to 20,000; $16.50 per 1,000 gallons used over 20,000 gallons. Base Rate must be paid monthly to the Corporation, whether or not water is used.

- Late Fee ("Past Due Amount"): If payment of the monthly bill is not received by the 20th day of the month due, a late fee of $5.00 or 5% of the total amount due, whichever is greater, will be added.

RENTER'S DEPOSIT $200

Deposit to be paid by all customers renting houses where owner does not pay bill as set in the minutes of March 11, 1985, Board of Directors meeting. This deposit will be refundable less final bill due.

CONNECTION FEE AND/OR SPECIAL METER READING FEE $60*

A service charge set for connecting or reconnecting of water service. Regular hours are 9:00 a.m. to 3:00 p.m., Monday-Friday.

CONNECTION FEE (AFTER HOURS) $90

If a connection is made other than hours shown above.

WATER TAP FEE $1,000*

CUSTOMER SERVICE INSPECTION FEE $60*

WATER TAP SERVICE ADMINISTRATIVE FEE $60*

**RETURNED CHECK FEE $ 30

**NEW BUILDS*.....*$1530*

** Plus any fees incurred by the Corporation as a result of the failed transaction.

Drought Contingency Plan
For
3G Water Supply Corporation

TCEQ PWS ID. NO. 1500006

Updated May 2014

3G Board of Directors
Kim Soechting, President

Water Operations:
Professional General Management Services, Inc.- Water (PGMS)

DROUGHT CONTINGENCY PLAN

Section 1 Introduction

3G Water Supply Corp. is a non-profit utility which is owned by its customers. Each customer has a membership in the corporation. The corporation has a nine-member Board of Directors to manage the system. They are elected from the membership to serve 3-year staggered terms with no monetary compensation. The system is operated by a Contract Operator with a minimum of a Class "C" License. 3G provides water service to three subdivisions: Greenwood Acres, Golden Beach, and Geola Estates. 3G currently has 256 customers with very limited potential for growth. 70 of the 256 customers are weekend or part time residents, with some of the residents here only 2 or 3 times a year. On 3G's last population survey in 2010, there were 343 permanent residents. 35 of 3G's customers have private water wells used for irrigation. All lots in the three subdivisions have been sold and those not built on, are mostly owned by adjacent property owners. As of this date, 3G Corp. is in good standing with T.C.E.Q. rules with regards to drinking water supply, treatment, storage, capacity, and pressure tank capacity and pressure in system.

1.Water Supply

3G currently has 4 water wells that provide water to the water treatment plant (WTP).
Wells No. 3 & 8 are located about 300' west of the WTP in a park and are 90' apart. Wells No. 7 & 9 are located about 3,000 feet west of the WTP on lots owned by 3G Corp. and are 60' apart. These wells are all in the Ellen Berger Aquifer. None of these wells are G.U.I. Wells (Groundwater Under the Direct Influence of Surface Water). 3G has a filter system at the WTP that was installed when 3G had a G.U.I. well in service. The filter system is still being operated to improve water quality and will already be in place should one of 3G's – 4 wells test in the future to be a G.U.I. Well. The wells currently have a combined capacity of 152 GPM measured at the WTP. T.C.E.Q.'s current required capacity for 3G's system is 69 GPM. Wells No. 8 & 9 are relatively new wells, about 6 years old.

The water level in the aquifer was checked in the four wells on May 16, 2014. The water level was measured from the top of the casing.

Wells	Static Level	Level after pumping for 1 hour	Pump Depth	Flow Rate G.P.M.
#3	36.3'	37.8	80'	38
#8	35.9'	44.0	80'	54
#7	29.9'	34.0	70'	27
#9	34.8'	36.1	75'	58

These wells will be checked again monthly. The wells were checked in mid July 2013, and all 4 wells have dropped another 5'. As of July 20, 2013, 3G moved to Stage 2 of the Drought Contingency Plan.

3G also has a well No. 6 that was a G.U.I. Well. It has been removed from 3G's supply system. This well is being maintained should we need it in the future. This well had a flow rate of 50 GPM when removed. The WTP is currently providing the necessary treatment to accept water from a G.U.I. Well. In an emergency, the necessary test can be performed to add this well back to the system supply.

2. Water Treatment and Storage

3G has a water filter system consisting of 3 cartridge type filters that use 1 micron filter that filters all of the water that goes to 3-21,000 gallon ground storage tanks (63,000 gallons storage capacity). TCEQ currently requires 23,300 gallons storage capacity for 3G's system. 3G has 4 – 2" transfer pumps in the pump station that transfer water from the storage tanks to the pressure tank and/or into the water system. 3G has 2 spare transfer pumps should a pump fail. The pressure tank has a capacity of 5,000 gallons and provides a pressure of 55 to 65 pounds to the system. TCEQ currently requires a pressure tank capacity of 2,400 gallons for 3G's system. 3G currently disinfects its water system with gas chlorine before the water goes into the storage tanks.

Section 2 Declaration of Policy, Purpose, and Intent of Drought Contingency Plan

In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, temporary potable water use restrictions may be instituted to limit non-essential water usage. The purpose of the Drought Contingency Plan is to encourage customer water conservation in order to maintain supply, storage, or pressure during drought or emergency operating conditions.

Water customers should note that water restriction by 3G, as set forth in this Drought Contingency Plan, is not a legitimate alternative if the utility does not meet the Texas Commission on Environmental Quality's (TCEQ) capacity requirements under normal operating conditions or if the utility fails to take all immediate and necessary steps to replace or repair malfunctioning equipment.

Section 3 Customer Notification

A letter will be mailed to each customer advising the customer that 3G has adopted a Drought Contingency Plan to be enforced during an extreme drought, or during other times when 3G's water supply is severely reduced.

A copy of the Plan will be posted on the Bulletin Board at the entrance to the three subdivisions: Geola Estates, Greenwood Acres, and Golden Beach. Also copies are available at the water plant office. The main conditions of the Plan will be discussed at the Annual Water Company Meeting. The Plan will be provided to any new customers that apply for water service.

Section 4 Drought Stage Notice Requirement

Written notice of each Drought Stage will be mailed to each customer 72 hours prior to implementation or termination of each stage of the water restriction program. At a minimum, the written notice to customers will contain the following information:

1. The date restrictions will begin.
2. The circumstance that triggered the restriction.
3. The stages of response and explanation of the restrictions to be implemented.
4. An explanation of the consequences for violations of the Plan.

A Drought Surcharge may also be implemented by the Board of Directors.

Section 5 Violations

If a 3G water customer is found in violation of water restrictions imposed while any drought stage is active, 3G will:

1. First violation – the customer will be notified in person or by phone, and be advised of the violation.
2. Second violation – the customer will be advised, by a letter, of the violation and what the penalty for a third violation will be.
3. Third violation – a flow restricting device will be installed to limit the amount of water that will pass through the meter in a 24 hour period. 3G may charge the customer for the cost, not to exceed $500.00.
4. Violation only at Stage 4- each household will be limited to 7500 gallons. For gallons consumed in excess, the customer will be charged 5 (five) times the regular rate for the first billing after Stage 4 is implemented, and 10 (ten) times the regular rate for the second billing after Stage 4 is implemented.

Section 6 Restriction Stages

During periods of severe drought and to reduce peak demands or other severe conditions, 3G will declare Stage I. If the water table in the Aquifer should drop to a point where the wells will not supply adequate capacity for a period of 72 hours, 3G will declare Stage II, followed by a Stage III, and Stage IV, if necessary.

STAGE I CUSTOMER AWARENESS

Under Stage I, during periods of severe drought conditions customers will be asked to practice conservation of water. 3G customers shall follow a mandatory schedule for non-essential water uses such as the irrigation of yards, landscaped areas, including parks, subdivision entrances, and medians. 3G customers were advised by letter on July 20, 2013, to move to Stage II, and follow the mandatory watering schedule as listed below to reduce Peak Demands. A sign listing the mandatory watering schedule is currently posted at the entrance to each subdivision. This schedule reflects the Restrictions for each Stage.

3G is currently at Stage II.

****

Mandatory Watering Schedule

Between 6:00am & 10:00am or between 6:00pm & 10:00pm

Greenwood Acres	Tuesday, Thursday, Saturday
Geola Estates	Tuesday, Thursday, Saturday
Golden Beach	Monday, Wednesday, Friday

Note: Yes, this schedule does also apply to weekend and temporary residents.

This time frame for watering is crucial to maintain our plant capabilities for meeting your needs, during drought periods. Also, please do not permit water to run or accumulate in any street and water operators shall take action to repair any leaks immediately.

****

A sign showing the stage of restriction and their conditions will be posted at the entrance to each subdivision. A letter will be mailed to each customer 72 hours before any stage restrictions take effect

with an explanation of the restrictions. Customers will also be advised by letter 72 hours before any stage restrictions are removed or added with an explanation of the restriction.

STAGE II MANDATORY WATER CONSERVATION

Stage II restriction shall request customers, by letter, to reduce their outside watering from three days to one day per week, and hand-held hose watering.
As of July 20, 2013, 3G moved to Stage II. New signs to reflect the one day per week watering are posted in place of Stage I signs at the entrance to the 3 subdivisions.

Mandatory Watering Schedule

Between 6:00 a.m. & 10:00 a.m. or between 6:00 p.m. & 10:00 p.m.

Greenwood Acres	Wednesday
Geola Estates	Wednesday
Golden Beach	Saturday

Note: Yes, this schedule does also apply to weekend and temporary residents

STAGE III MANDATORY WATER USE RESTRICTIONS

If 3G still has capacity problems operating under Stage II, 3G will request customers, by letter. To move to Stage III.
New signs shall be installed at the entrance to each subdivision to reflect this schedule. A letter shall also be sent to TCEQ advising TCEQ that 3G has placed Stage III restriction in effect.

- Watering of landscaped planting beds will be prohibited except by use of hand-held hose, hand-held bucket, or drip irrigation.
- Irrigation of all lawn/turf grass areas is prohibited.
- Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools or Jacuzzi-type pools is prohibited.
- Discontinue washing/rinsing of paved surfaces, buildings, walls, structures, or other hard-surfaced areas except for fire-fighting purposes.
- Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is prohibited.
- Discontinue operation of all ornamental fountains and water features except those utilizing a recirculation system and those needed to sustain water quality and aquatic habitat.

STAGE IV- CRITICAL WATER SHORTAGE

If 3G still has capacity problems operating under Stage III, 3G will request customers, by letter, to further reduce their water use. Each household will be limited to 7500 gallons per billing cycle, all outdoor watering prohibited.

Violation- For gallons consumed in excess, the customer will be charged 5 (five) times the regular rate for the first billing after Stage 4 is implemented, and 10 (ten) times the regular rate for the second billing after Stage 4 is implemented.

New signs shall be installed at the entrance to each subdivision to reflect this schedule. A letter shall also be sent to TCEQ advising TCEQ that 3G has placed stage IV restriction in effect.

EMERGENCY OPTIONS

3G will attempt to truck water in for the members. It is estimated that this option is expensive and will not be able to be sustained for any considerable length of time (less than a year).