### TARIFF for:

# **Dripping Springs Water Supply Corp**

## (DSWSC)

Adopted February 13, 1990 Amended and Approved May 22, 2023 Amended and Approved February 19, 2024 Amended and Approved May 19, 2025 Amended and Approved November 17, 2025



**Dripping Springs Water Supply Corp** 

101 Hays Street, Suite 416 Dripping Springs, Texas 78620 Telephone: (512) 858-7897

 $\underline{www.drippingspringswater.com}$ 

### **Table of Contents**

Secti	ion A. Resolutions	<u>5</u>
Secti	ion B. Statements	<u>6</u>
o		
Secti	ion C. Definitions	<u>9</u>
Secti	ion D. Geographic Area Served	<u>13</u>
	79.7 Maddin 1 1974 1 - 1984 1 1984 1 1984 1 1984 1 1984 1 1984 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Secti	ion E. Service Rules And Regulations	<u>16</u>
1	Activation of Standard Service	16
2.	Activation of Nonstandard Service.	16
3.	Applicant's or Transferce's Recourse.	16
4.	Back-Billing	16
5	Bill Adjustment	17
6.	Billing Cycle Changes.	<u>17</u>
7.	Changes in Service Classification	<u>17</u>
8.	Charge Distribution and Payment Application.	<u>17</u>
9.	Deferred Payment Agreement.	18
10	Denial of Service	18
11	. Disconnection of Service - Rules	<u>19</u>
	Disputed Bills	
13	Due Dates, Delinquent Bills, and Service Disconnection Date	<u>22</u>
	. Inoperative Meters.	
15	Insufficient Grounds for Refusal of Service	<u>23</u>
16	. Line Extension Reimbursement.	<u>24</u>
17	. Master Metered Account Regulations.	24
18	Members and Renters	24
19	Membership	24
20	). Member's Responsibility	27
21	. Meter Relocation.	28
22	. Meter Tampering and Damage To Property	28
23	Ownership of Equipment.	29
24	Prohibition of Multiple Connections to a Single Tap	29
25	Service Entitlement.	29
26	Service Location and Classification.	29
27	7. Service Requirements	30
Secti	ion F. Developer, Subdivision And Nonstandard Service Requirements	<u>31</u>
Do	art I. General Requirements	2.1
I a		The second second second second
1.		
2.	나는 그는	
3.		
4.		
5.		
6.		
7.	그러나 이렇게 하게 되었다면 하는데 이렇게 하는데	
8.		
9.	Pre-Payment for Construction and Service	
10	). Construction.	35
11	Drought Tolerance	<u>35</u>
	uī	
-	ert II Roquest For Service To Subdivided Property	
176	TELL KORDORF HOY NOVUCO LO NIDOUNTON DESCRIPTO	3/

### **SECTION A. RESOLUTIONS**

## THE BOARD OF DIRECTORS OF DRIPPING SPRINGS WATER SUPPLY CORPORATION ESTABLISHES THAT:

- 1. This Tariff of the Dripping Springs Water Supply Corporation, serving in Hays County consisting of Sections A. through H. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of May 19, 2025.
- 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 revision 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 revised in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this 17th day of November 2025.

Charlie Busbey

President, Dripping Springs Water Supply Corporation

SEAL (if applicable)

ACC WILLES

Secretary Treasurer, Dripping Springs Water Supply Corporation

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 notice of rate changes to all members prior to the effective date of the new rate. Such notice shall be provided by one or more of the following methods: text message communications, email communicators, posting notice on the DSWSC website, and/or posting in a conspicuous place within the DSWSC main office. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
- 9. *Grievance Procedures*. Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:
  - a. By presentation of concerns to the Corporation's manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
  - b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
  - c. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
  - d. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.
- 10. Customer Service Inspections. The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and some nonstandard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(j)) (See Tariff Section G. 4.)
- 11. Submetering Responsibility. Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution system provided the Master Metered Account customer complies with the Public Utility Commission, Chapter 24, Subchapter I rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered customers of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Public Utility Commission to:
  - See if they have registered with the PUC, (Texas Water Code Chapter 13 Subchapter M.)
  - See that they do not charge their tenants more than the total amount of charges billed. If the aggregate bill is greater than the Corporation's charge, the Master Metered Account Customer is

### **SECTION C. DEFINITIONS**

**NEW Abandoned Service** – Customers who fail to submit full payment at the 60-day mark shall receive a disconnect notice. Customers who fail to submit full payment at the 90-day mark shall have their monthly account fees modified to reservation fees. Customers who fail to submit payment in full at the 180-day mark, their account shall now be declared as abandoned service and subject to the following account modifications:

- 1) Monthly fees will stop accumulating
- 2) Existing meter may be pulled
- 3) Angle stop may be locked

Prior to reestablishing service once abandoned service has been declared, all reconnection fees shall be paid in full by the responsible party and include but are not limited to new meter installation, and customer service inspection fees.

**Applicant** — A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Dripping Springs 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 Dripping Springs 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 Dripping Springs 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 Dripping Springs Water Supply Corporation to provide water within a defined territory. Dripping Springs Water Supply Corporation has been issued Certificate Number(s) 10315. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Certificated Service Area Map(s))

Corporation – The Dripping Springs 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 by the Corporation to a Member/Customer.

Easement – A private perpetual dedicated right-of-way for the installation of water 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 other facilities that would restrict the use of any area of the easement. (See Sample Application Packet,

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 <u>Texas Property Code</u>, <u>Title 3</u>, <u>Chapter 12</u>, <u>Section 12.001 and 12.0011</u>)

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 <u>E. 18</u>.)

**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)

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 <u>RUS-TX Bulletin 1780-9</u> (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. 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

### SECTION D. GEOGRAPHIC AREA SERVED



# **Public Utility Commission**of Texas

By These Presents Be It Known To All That

### **Dripping Springs Water Supply Corporation**

having obtained certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service. Dripping Springs Water Supply Corporation is entitled to this

### Certificate of Convenience and Necessity No. 10315

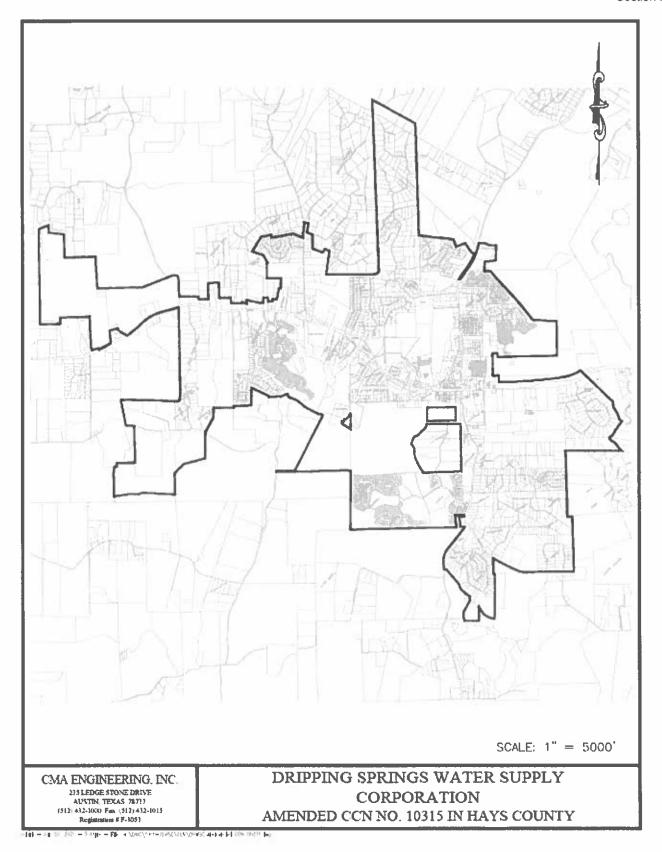
to provide continuous and adequate water utility service to that service area or those service areas in Hays County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Docket No. 47464 are on file at the Commission offices in Austin. Jexas; and are a matter of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Dripping Springs Water Supply Corporation to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas the 1st day of August 2018.

### CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Under Texas Water Code and Public Utility Commission Substantive Rules

Certificate No. 10315



15

### 5. Bill Adjustment.

- a. Due to Meter Error The Corporation shall test any Member's meter upon written request of the member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G. of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test. (See Section J. Misc. Transaction Forms.)
- b. Due to Estimated Billing If the Corporation has estimated usage because the Corporation is unable to access the meter due to circumstances beyond the Corporation's control, such as a natural disaster; or because access is hindered or denied by a Member, the Corporation shall adjust the bill once access has been regained and actual usage is determined. (See Section E. 20. a.)
- 6. Billing Cycle Changes. The Corporation reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the Corporation.
- 7. Changes in Service Classification. If at any time the Corporation determines that the customer service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff (See Section E. 11. a.)

#### 8. Charge Distribution and Payment Application.

- a. The Base Rate is for the billing period from the first day of the month to the last day of the month. Billings for this amount shall be mailed on the last day the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.
- b. Gallonage Charge shall be billed at the rate specified in <u>Section G</u>, and billing shall be calculated in one hundred (100) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.
- c. Posting of Payments: All payments shall be posted against previous balances and late fees prior to posting against current billings.
- d. Forms of Payment: The Corporation will accept the following forms of payment: cash, personal check, cashier's check, money order, credit card, automatic debit on customer's bank account, or draft on bank. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins. The Corporation will not assess the credit card processing fee associated

- 11. Disconnection of Service Rules The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section. For the purposes of disconnecting sewer service under these policies, water service will be terminated in lieu of disconnecting sewer service. In instances of nonpayment of sewer service or other violations by a Member who is not a water customer.
  - a. **Disconnection with Notice** Water utility service may be disconnected for any of the following reasons after proper notification has been given.
    - 1) Returned Checks The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. (see Miscellaneous Transaction Forms) Any such instruments returned as insufficient or nonnegotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a "cash-only" basis for a period of 12 months. NOTE: "cash only," means certified check, money order, or cash.
    - 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under <u>Section E.10. i.</u>, or failure to comply with the terms of a deferred payment agreement (See <u>Section J. Miscellaneous Transaction Forms</u>);
    - 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, landscaping, 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) Failure to pay for sewer utility service or solid waste service provided by City of Dripping

- 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.
- 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 equipment, by-passing the meter or equipment, or other diversion of water. NOTE: Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
- c. **Disconnection Prohibited** Utility service may not be disconnected for any of the following reasons:
  - 1) Failure of the Member to pay for merchandise or charges for nonutility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of nonutility service as a condition of service;
  - 2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
  - 3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
  - 4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
  - 5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters Section E. 14. of this Tariff.
  - 6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control.
- d. Disconnection on Holidays and Weekends Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day 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

late if postmarked after the past due date. A one-day grace period may then be allowed for delayed payments prior to mailing of final notices. Final notices shall be mailed with our disconnect policy.

- b. The board of directors or general manager may elect to not charge a late fee or disconnect fee in accordance with this Tariff during or after the occurrence of a natural disaster or other incident that impacts the property of members or interrupts the management and operation of the system.
- c. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 15-day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Texas Utilities Code Sections 182.001 182.005) If this request originates from a tenant at a rental property the owner / member will be notified in writing of any extension request.
- d. All insufficient fund checks, accounts closed or money orders that have had a "stop payment order" issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection day.
- 14. Inoperative Meters. Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.
- 15. Insufficient Grounds for Refusal of Service. The following shall not constitute sufficient cause for the refusal of service to an Applicant:
  - a. Delinquency in payment for service by a previous member or occupant of the premises to be served;
  - b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
  - 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.

- 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 <u>Subsection 19. c. (1)</u> of this and <u>19. c. (2)</u> 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 10<sup>th</sup> 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. 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

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

### 20. Member's Responsibility.

- a. The Member shall provide access to the meter 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.
  - 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 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

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

### 24. Prohibition of Multiple Connections to A Single Tap.

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter. The Corporation may consider allowing an apartment building, mobile home/RV park, or commercial business to apply as a "Master Metered Account" and have a single meter. (See Subsection E. 17.) If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with Paragraph E. 11. b. (See Sample Application Packet RUSTX Bulletin 1780-9 (Rev. 05/17))
- b. For purposes of this section, the following definitions shall apply:
  - 1) A "multiple connection" is the connection to any portion of a member's water system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be consider a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.
  - 2) A "primary delivery point" shall mean the physical location of a meter that is installed in accordance with this Tariff and applicable law and which provides water service to the residence or commercial or industrial facility of a member.
  - 3) A "residence" shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities, or other evidence of habitation as defined by the Corporation.
  - 4) "Commercial" facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member's residence or property that does not require water in addition to that provided to the member's residence shall not be considered a separate commercial facility.
- 25. Service Entitlement. The Applicant(s) shall be considered qualified and entitled to water utility service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. (16 TAC 24.161(a))
- 26. Service Location and Classification. For the purposes of this Tariff, service requested by the Applicant(s) shall be for real estate designated to receive the service provided by the Corporation. Service shall be through a meter located on that designated real estate unless otherwise approved by the board. Service shall be divided into the following two classes:
  - a. Standard Service is defined as service on a specific property designated to receive service on an existing pipeline where pipeline or service facility extensions are not required, and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4".

# 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, or service lines exceeding 3/4" diameter. 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. 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

- d. The Corporation 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.
- 5. Nonstandard Service Contract. Applicants requesting Nonstandard Service may be required to execute a written contract, drawn up by the Corporation's Attorney, 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 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.

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

#### 10. Construction.

- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, 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 changeorder amounts shall be charged to the Applicant.
- d. 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;
- e. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;
- f. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;
- g. The Contractor shall supply favorable references acceptable to the Corporation;
- h. The Contractor shall qualify with the Corporation as competent to complete the work (including but not limited to current water license, OSHA competent person training, and other licenses/certificates as required to complete the project); and
- i. The Contractor shall provide adequate certificates of insurance as required by the Corporation.
- 11. Drought Tolerance. Developers shall design and install, and/or cause all residential, commercial, institutional, and/or other entities located within the Property that will be provided potable water by the Corporation, to use permanent water conservation-oriented fixtures and devices. Additionally:
  - a. Developers shall design and install or require its contractors or builders to whom the Developer may sell lots within the property, all landscaping and related facilities in compliance with the City of Dripping Springs "Landscape Ordinance", as codified at <u>City of Dripping Springs Code of Ordinances</u>, Article 28.06, as amended.
  - **b.** Developers may install only drought tolerant native grasses, landscaping vegetation, and trees.
  - c. Installation of Saint Augustine grass, at any time, is expressly prohibited.

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

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

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

### SECTION G. RATES AND SERVICE FEES

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

- 1. Additional Assessments. In the event any federal, state, or local government imposes on the Corporation a "per meter" fee or an assessment based on a percent of water charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.
- 2. Assessments. If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water charges to be insufficient for the payment of all costs incident to the operation of the Corporation's system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment on indebtedness for the year's operations. (See <a href="Article XVIII of USDA Model Bylaws">Article XVIII of USDA Model Bylaws</a>, Section 1 Rev. 12-2011 or your Corporations bylaws or other governing documents)
- 3. Data Consumption Report Fee. A fee of \$5 shall be charged to provide a copy of the Member's record of past account information in response to a Member's request for such a record.
- 4. Leak Adjustment Rate: The corporation may adjust a member's bill in the event of a leak, after the leak has been repaired and the meter no longer has a continuous flow. The adjustment rate will not exceed \$4.25/1,000 gallons.
- **5.** Customer Service Inspection Fee. A fee of \$100 will be assessed each Applicant before permanent continuous service is provided to new construction.
- 6. 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 on behalf of the Applicant. (See Section E. 28.; Section F. 8. b.)
- 7. 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.

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

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

- 12. Line Extension Reimbursement Fee. An approved Applicant may have to pay, on a prorated basis, a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other entity that made the initial capital outlay to extend service to that area.
- 13. Membership Fee. At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate.
  - a. The Membership Fee for water service is \$100 for each service unit.
  - b. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence. (See Chart in Subsection 16 below.)
- 14. Meter Tampering and Damage to Property Penalty. In addition to the Equipment Damage Fee, the Corporation may charge a penalty for "Tampering" as defined in Section E. 22. The penalty may only be assessed against the person who committed the Tampering. The penalty cannot be assessed against the Member for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.

### 15. 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	\$35	
3/4"	1.5	\$52.50	
1"	2.5	\$87.50	
1 1/2	5	\$175	
2"	8	\$280	
3"	16	\$560	
4"	25	\$875	
6"	50	\$1,750	
8"	80	\$2,800	

### 2) Bulk Station Monthly Surcharge

\$100.00 added to invoices with 50,000 gallons or more per month

3) Bulk Water Hydrant/Truck Meter

\$200.00 per month per meter & Non-Refundable cost per meter: Fair Market Price

- 19. Regulatory Assessment. A fee of 0.5% of the amount billed for water will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. NOTE: The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Sept. 2017; TCEQ Section 291.76 (c))
- 20. 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 \$40.
- **21.** 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) to present a Nonstandard Service Contract to the Applicant; and
    - (2) 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.)
- **22.** Current Transfer Fee. A Fee of \$20 shall be assessed for the transfer of any membership.

shall be given.

Notice of the proposed water use restrictions measure shall be provided to each affected customer upon the initiation of each stage. Notice may be sent electronically or by email only if the customer chooses the option to receive email notices instead of mailed notices and provides a valid email address. The customer notice shall contain the following information:

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

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. 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.

### 5. Penalties for Violations

- a. 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. 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.
- b. Second Violation The Corporation will assess a penalty \* of \$100. The notice of second violation will show the amount of penalty to be assessed and will inform the customer that failure to pay the penalty will result in termination of service to be restored only upon full payment of penalty and service call to restore service. 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 an additional penalty of six (6) times the minimum monthly bill 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 full 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.

- 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.

### 7. 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 amended	and adopted by the	Board at a properly	noticed meeting	nela on
November 17, 2025.				
110101111111111111111111111111111111111				
Corporation Official	Charlie Busbey			
Title: Board Presid	lent			
TitleDould I lesik	aciit			

# SAMPLE WATER SUPPLY CORPORATION NONSTANDARD SERVICE APPLICATION

Please Print or Type Clearly Applicant's Name/Company Address/City/State/ZIP: Phone number ( ) - FAX ( ) -E-mail Please attach a legal description of the proposed development as listed in the deed records as a filed plat or parcel of land where other types of nonstandard water/sewer service is requested. Plat requirements include the name of subdivision, owner/developer's name, lot sizes and lot lines, lot numbers, right of way dimensions and dedicated utility easements, legal description, highway and county road numbers, total acreage, adjoining property owners, flood plain, and vicinity map. Instrument must show proof of ownership; preliminary plats are acceptable for discussion purposes but an "approved plat" must be provided before contract closing. Check type of service application or development: Residential Subdivision Multi-family ☐ Mobile Home Park ☐ Trailer Park ☐ School Commercial/Industrial Park Line Extension ☐ Large Meter (>1") Multi-use Facility Other Please list all water demand criteria for each meter or meter equivalent, or attach any engineering studies completed for the proposed service: Maximum number of proposed lots: \_\_\_\_\_ Range of standard lot sizes: \_\_\_\_\_

Acreage(s)

### Please attach the following information, as applicable:

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

### Required Fees

Applicant is required to pay a Nonstandard Service Investigation Fee of \$\_\_\_\_\_\_ to the Corporation in accordance with Section G of the Corporation's tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation will refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request.

In the event the Investigation Fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant agrees to pay all additional expenses that have been or will be incurred by the Corporation and Corporation will have no obligation to complete processing of the Applications until all remaining expenses have been paid.

### Corporation's response to service request

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

Applicant has received and reviewed  $\underline{Section\ F}$  of the Corporation's tariff and agrees to comply with all the requirements contained therein.

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

Print Applicant/Name of Company	For Corporation Use Only
Signature of Authorized Representative	Date application received
Date	

# SECTION J. MISCELLANEOUS

### SAMPLE LETTER

Date

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

Re: Tariff for Dripping Springs WSC, CCN No. 10315, in Hays County

Dear Tariff Clerk:

Pursuant to <u>Texas Water Code Section 13.136(c)</u> and <u>16 TAC Section 24.25(j)</u>, enclosed is one copy of the *(new tariff/revisions to our existing tariff)* for Dripping Springs Water Supply Corporation provided for informational purposes.

(list in detail what tariff pages are being amended)

Sincerely,

Name

Dripping Springs Water System Corporation