

Tariff for:

Kingsland Water Supply Corporation

PWS ID NO.: 1500012

Comanche Rancherías

PWS ID NO.: 1500004

Updated September 12, 2023

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**SECTION A. RESOLUTIONS**

THE BOARD OF DIRECTORS OF KINGSLAND WATER SUPPLY CORPORATION ESTABLISHES THAT:

1. This Tariff of Kingsland Water Supply Corporation, serving in Burnet and Llano counties, consisting of Sections A. through K. and forms inclusive, is adopted, and enacted as the current regulations and policies effective as of September 12, 2023.
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 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.

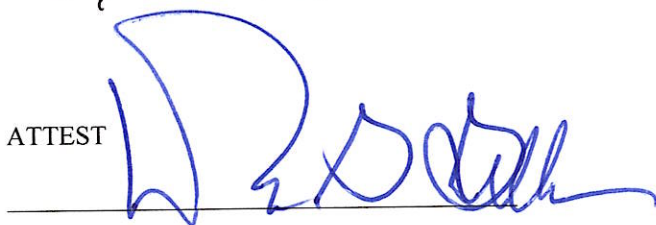
PASSED and APPROVED this 12th day of September 2023.



Danny Stone, President, Kingsland Water Supply Corporation

SEAL

ATTEST



J. Preston Mason, Secretary/Treasurer, Kingsland Water Supply Corporation

## **SECTION B. STATEMENTS**

1. **Organization.** Kingsland Water Supply Corporation (KWSC) is a member-owned, non-profit 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 non-profit corporations for the purpose of furnishing potable water utility service. By-laws governing operation of the Corporation are established by vote of the membership. 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. 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 Non-Standard 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. The limits of liability of the Corporation are the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability.
7. **Information Disclosure.** The records of the Corporation shall be kept in the Corporation office in Kingsland, Texas. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act. **In no event and under no circumstances shall the Corporation disclose the Social Security Number of any member or customer to any person other than an employee of the Corporation.** An individual customer may request in writing that their 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 mail or hand delivery to all consumers 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 non-standard 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.) The member or customer will be billed the fee as stated in the Schedule of Fees for the Customer Service Inspection.
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 H 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 of Texas. **NOTE:** The system should check with the Master Metered Account Customer 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 considered by the PUC to be a separate Public Water System and will be required to comply with all PUC regulations.
  - Protect the System's CCN. Should the Master Metered Account Customer continue to violate these or other State regulations, the Corporation will need to request a Cease-and-Desist Order from the PUC. (Texas Water Code Section 13.252 and 16 TAC Section 24.118)
12. **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.)
13. **Prohibition Against Resell of Water.** The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

## **SECTION C. DEFINITIONS**

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

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

**Applicant** – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with Kingsland 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 Kingsland 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 Kingsland 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 Kingsland Water Supply Corporation to provide water utility service within a defined territory. Kingsland Water Supply Corporation has been issued Certificate Number 12217. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Certificated Service Area Map(s))

**Corporation** – Kingsland Water Supply Corporation. (Section B. 1 of this Tariff)

**Data log** – a physical data download of an AMR (automated meter reading) meter. Shows actual water used and time and date of the water used.

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

**Disconnection of Service** – The discontinuance of water service by the Corporation to a Member/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 assessed prior to providing (or reserving service for non-standard service applicants) on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. (Tariff Section G. 5., also see Tariff Section K Miscellaneous)

**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. Kingsland 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/Consumers of the Corporation as determined by the Corporation or regulatory authority.

**Inactive Connection** - Water connection tapped to the applicant's utility and that are not currently receiving service from the utility

**Indication of Interest Fee** – A fee paid by a potential Member of the Corporation for the purpose of determining the feasibility of a construction and /or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available. This also applies to applicants applying for, or receiving, Temporary Service. (Tariff Section E. 10 b., and Sample Application Packet - USDA RUS-TX Bulletin 1780-9 (Rev. 01/09))

**Installation Fee** - A fee charged for all costs necessary for installation of the type of service requested. (*See* Schedule of Fees 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.

**Living Unit** – for calculation of living unit served, the building with water service to it on a platted property will be considered one living unit or metered unit. A second structure with kitchen facilities will be considered a second living unit and will require a water meter. For apartments and RV parks, one unit will be considered one living unit and any additional units on that property will be considered one-half (1/2) living unit. This is necessary to comply with TCEQ rules for calculating storage and pumping requirements of KWSC

**Manager** – Person responsible for the overall daily operations and employee duties of Kingsland Water Supply Corporation.

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

**Membership** – A non-interest-bearing stock or right of participation purchased from the Corporation evidencing a member's interest in the Corporation. (*See* Tariff Section E. 10 b and Texas Business Organizations Code Sections 22.053, 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 twelve times the minimum monthly base rate. (16 TAC Section 24.3(26) Definitions, Texas Water Code Section 13.043(g))

**Meter Test Fee** - A fee assessed by the Corporation upon written request of the Member for evaluating the accuracy of the meter as found in the Schedule of Fees.

**Public Utility Commission (PUC)** – State regulatory agency having authority over water and sewer service utilities and appellate authority over the rates and fees charged by Non-Profit 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. **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.

**Renter** – A consumer who rents or leases property from a member or who may otherwise be termed a tenant. (*See* Tariff Section E. 11.)

**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. 7. b., and Section J Miscellaneous)

**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. 01/09) or Non-Standard Service Contract)

**Service Investigation Fee** – A fee for costs associated with determining if service is available and determining cost of service. (See attached Schedule of Fees.)

**Service Trip Fee** - A fee charged for any service call or trip to the Member's tap because 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. To this Tariff, a service unit is a 5/8" X 3/4" water meter. (See Tariff Section G. 7. a., Section K Miscellaneous)

**Standard Service:** - In most cases, a residential service to provide individual metered water service based on a 5/8" X 3/4" water meter.

**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** – 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 also, Texas Local Government Code Section 212.012(I)(2) & 232.021(12) Definitions)

**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 service based on a 5/8" X 3/4" water meter. Larger size meters are quoted as requested.

**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 General Manager will set the length of time associated with this classification. This classification will change to permanent service after requirements in Tariff Section E. 1, E. 2, E. 3, and E. 6 are met. Applicant must have paid an Indication of Interest Fee.

**Texas Commission on Environmental Quality (TCEQ)** – State regulatory agency having authority over drinking water, water supply and water quality issues for Non-Profit Water and Sewer Service Corporations.

**Transfer Fee** - A fee assessed by the Corporation for costs associated with transferring membership.

**Transferee** – An Applicant receiving a Kingsland 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.10. c., Miscellaneous Transaction Forms, Texas Water Code Section 67.016)

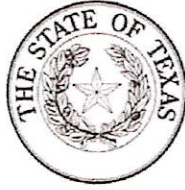
**Transferor** – A Member who transfers Membership by legal means to another person or entity desiring to qualify for service at a property for which the Membership is currently issued or to the Corporation. (Texas Water Code, Section 67.016)

**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 §24.87(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. (Texas Water Code Section 67.011 (b)).

**SECTION D. GEOGRAPHIC AREA SERVED**



Public Utility Commission of Texas

By These Presents Be It Known to All That

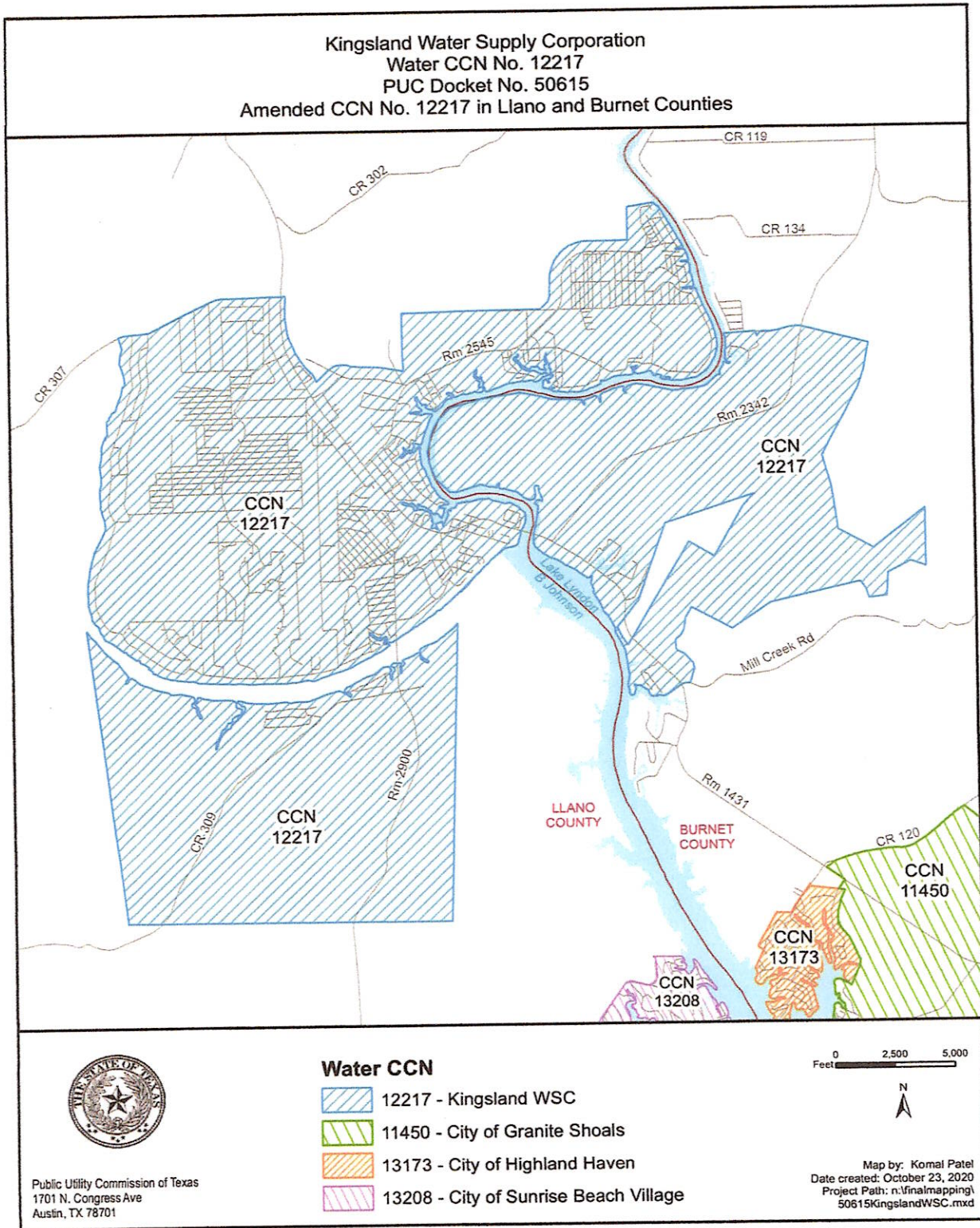
Kingsland Water Supply Corporation

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

Certificate of Convenience and Necessity No. 12217

to provide continuous and adequate water utility service to that service area or those service areas in Llano and Burnet Counties as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Docket No. 50615 are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of the Kingsland 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.

# MAP OF CCN AREA



## **SECTION E. SERVICE RULES AND REGULATIONS**

### **I. Activation of Standard Service.**

- a. **New Tap** – The Corporation shall charge a non-refundable tap 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 24.86 (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), 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 ten (10) working days after requirements for service have been met, wherever practical. This time may be extended for installation of equipment for Non-Standard Service Request. (16 TAC 24.85(a)(4), See Section F.)
  - d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, 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 Non-Standard Service.** Activation of Non-Standard 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, based on 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/customer is undercharged the Corporation may back-bill the member/customer back-billing may not to exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined this tariff (See 16 TAC Section 24.87 (h)). If the underbilling is \$25 or more, the utility shall offer to such member/customer a deferred payment plan option for the same length of time as that of the underbilling.
  5. **Bill Adjustment.**
    - a. **Due to Meter Error** - The Corporation shall evaluate 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 but not extending beyond the current Membership. 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 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. 28. (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, Section E. 18 a.
  8. **Charge Distribution and Payment Application.**
    - a. The Base Rate is for the billing period from the 15<sup>th</sup> day of the month to the 15<sup>th</sup> day of the following month. Charges shall be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed on or about the 25<sup>th</sup> of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.

- b. Gallonage Charge shall be billed at the rate specified in Section G. and billing shall be calculated in one 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, Master Card or Visa credit or debit card, automatic debit on customer's bank account, or draft on bank. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins. The Corporation will not assess the credit card processing fee associated with Credit Card payments to those customers who make payment by credit card in accordance with consumer laws.
9. **Deferred Payment Agreement.** The Corporation may offer a deferred payment plan to a member 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 Miscellaneous Transaction Forms) Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued. The Corporation may consider another deferred payment agreement provided payments will be made by automatic bank draft or credit/debit card. Non-payment 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 or exists.
  - e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant.
  - f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested.
  - g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.
  - h. Failure of Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code.
  - i. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service. (Also see E 10.)
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 non-negotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of poor credit risk by the Corporation. The Member/Customer in violation shall be placed on a "cash-only" basis for a period of 12 months. **NOTE:** "cash only," means certified check, money order, or cash.

- 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under Section E.10. I., or failure to comply with the terms of a deferred payment agreement (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 non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation.
  - 4) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff (including, where appropriate, Section H), Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
  - 5) Failure to provide access or hindering access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
  - 6) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
  - 7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.
  - 8) Cancellation of membership by Member on an account that the Member holds for water service to the Member's renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. (Note: The cancellation of membership must be in writing and signed by the Member. CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LESSEES.)
  - 9) Failure to pay charges arising from service trip fee as defined in Section G. 15.
  - 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 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. 26. of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.
- b. Disconnection Without Notice** – Water utility service may be disconnected without notice for any of the following conditions:
- 1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in Texas Health and Safety Code Sections 341.011 or 343.011. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (30 TAC 290.46(I) and 290.46(j)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.
  - 2) A line leak on the member's side of the meter is considered a potentially hazardous condition under paragraph b. 1. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.
  - 3) Service is connected without authority by a person/entity who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
  - 4) In instances of tampering with the Corporation's meter tap or equipment, by-passing the meter or equipment, or other diversion of water 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 non-utility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of non-utility service as a condition of service.
  - 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 Subsection E. 22. 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.
- g. **Disconnection of Master-Metered Accounts** – When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:
  - 1) The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
  - 2) At least five (5) days after providing notice to the Member and at least five (5) days prior to disconnection, the Corporation shall post at notices, stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
  - 3) The tenants may pay the Corporation for any delinquent bill on behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. **Disconnection of Temporary Service** – When an applicant with a Temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff, service may be terminated with notice.
- 12. **Disputed Bills.** In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall make and conduct an investigation as required by the particular case and report the results in writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill.
- 13. **Due Dates, Delinquent Bills, and Service Disconnection Date.**
  - a. The Corporation shall mail all bills on or about the 25<sup>th</sup> 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. Final notices shall be mailed allowing fifteen (15) additional days for payment prior to disconnection. The fifteen (15) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

- b. The board of directors, general manager or State or Federal Regulatory authorities 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 past due 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 billing units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

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

- a. Delinquency in payment for service by a previous member or occupant of the premises to be served.
- b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application.
- c. Violation of the Corporation's rules pertaining to operation of non-standard 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.
- 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 Relief Policy** – monetary relief may be issued to a member who proves that the excessive amount of water that went through the meter in a single month was due to a leak in the primary water line resulting in damage in the home or yard where the service line supplying the home or business is located. The relief is based upon the member's preceding twelve-month average usage or the applicable average for those with less than twelve months usage. The General Manager can offer leak relief compensation to a member based on the following criteria:

- a. The requested leak relief occurs on a Primary Line to the residence or structure serviced by the meter, that is the service line to the structure from the meter.
- b. The requested leak relief occurs inside of the primary structure serviced in the ordinary plumbing of that structure.  
*Note: Malfunctioning water softeners, and other water treatment devices meant for use in the structure serviced with KWSC metered water are not eligible for leak relief consideration.*
- c. Secondary water lines such as lawn irrigation systems, pools, spas, ornamental ponds or lines servicing outbuildings will not be considered for Leak Relief consideration.
- d. Members must provide proof of the cost expended to correct the situation.
- e. Leak relief can only be issued to a membership account once in a twelve-month period.

**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 service to these facilities at an Applicant's request. (16 TAC (24.124(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.

**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 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, Section E Sub-Section 1. Service Entitlement)
- c. **Transfers of Membership.** – (Texas Water Code Section 67.016)
  - 1) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:
    - (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 9 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 10 c. 3 of this Section.
  - 3) Qualifications for service upon transfer of Membership set forth in Subsection 10 c. (1) of this and 10 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 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. (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 Subsection E 7. 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 18.). 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 7. of this Tariff.
- f. **Cancellation Due to Policy Non-Compliance** – The Corporation may cancel a Membership anytime a member fails to comply with policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property from which the Membership arose. (Texas Water Code Section 67.016)
- g. **Re-assignment of Canceled Membership.**
  - 1) The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water or sewer service is requested (Texas Water Code Section 67.016). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.
  - 2) The Corporation shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or nonjudicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property, and it is not feasible for the mortgage institution to be the Member.
- h. **Mortgaging of Memberships** – Nothing herein shall preclude a Member from mortgaging his/her Membership. However, notification to the holder of any security interest (mortgagee/lien-holder) of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement (See Miscellaneous Transaction Forms). Prior to the cancellation of any Membership as provided under Subsection E. 10.d. (Cancellation of Membership), the Corporation will notify the holder of any security interest in the Membership. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the Membership. The Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings or similar legal proceedings by the holder of the security interest.
- i. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings** – Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to

the Corporation, as a condition for continuing utility service. Unless exceptional circumstances require otherwise, the amount of security shall equal the number 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 18. of this Tariff, with a copy of the notice to the bankruptcy Trustee.

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

## **21. Member's Responsibility.**

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

- a. 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 non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.46; RUS-TX Bulletin 1780-9 (Rev. 05/17))
  - 3) All sewer and potable water service pipeline installations must be a minimum of nine feet apart and meet all applicable plumbing standards for crossings, etc. Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.
- b. 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.
- c. 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.
- d. The Corporation shall require each Member to have a cut-off valve within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stops or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the Corporation.)
- e. 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 Location,** meters shall be located at the property line of the platted property serviced. KWSC does not allow Corporation owned service lines to be located through contiguous properties to access properties where public easement is available for service to platted property serviced.

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

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

**22. Meter Tampering and Damage to Property.**

- a. For purposes of this Section, the term “Tampering” shall mean meter-tampering, by-passing, or diversion of the Corporation’s service equipment, or other instances of diversion, including:
- 1) removing a locking or shut-off device used by the Corporation to discontinue service,
  - 2) physically disorienting the meter,
  - 3) attaching objects to the meter tap to divert service or to by-pass,
  - 4) inserting objects into the meter 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 from being correctly registered by a metering device due to adjusting a 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 and 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.18.b. and charge the person who committed the Tampering the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.
- c. A person who otherwise destroys, defaces, damages, or interferes with Corporation property will be charged the total actual loss to the Corporation including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues. The Corporation also will prosecute the offending party to the extent allowed under law pursuant to Texas Water Code Section 49.228 and other applicable laws.
- d. In addition to actual damages charged under subsection (b), the Corporation may assess a penalty against the offending party. The penalty shall not exceed six (6) times the Base Rate.

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

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

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

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter 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 (See Subsection E. 27.) 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. 18. b. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 05/17))
- b. For purposes of this section, the following definitions shall apply:
- 1) A “multiple connection” is the connection to any portion of a member’s water system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be 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 tap that is installed in accordance with this Tariff and applicable law, and which provides water service to the residence or commercial or industrial facility of a member.
  - 3) A “residence” shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities, or other evidence of habitation as defined by the Corporation.

- 4) "Commercial" facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member's residence or property that does not require water in addition to that provided to the member's residence shall not be considered a separate commercial facility.
- c. The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional membership be secured, and a separate or upsized meter installed. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The member must submit a written request to the corporation's business office at least five (5) business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that water service will be cut off in ten days if the situation is not corrected.
- 25. Service Entitlement.** The Applicant(s) shall be considered qualified and entitled to water 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 24.85(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:
- 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 distinctive design and/or engineering considerations are not necessary. This would include 5/8" X 3/4" sized water meter service set on existing pipelines.
  - Non-Standard Service** is defined as any service request which requires a larger meter than 5/8" X 3/4" service, service to a Master Metered Account (see E. 7. of this section), or an addition to the supply, storage and/or distribution system. The service requirements as prescribed by Section F. of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service.
- 27. Service Requirements.** The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable, in addition to the applicant, any other person sharing an ownership interest in and receiving service at that property shall sign the Service Application and Agreement Form; however, even if the spouse or other person sharing an ownership interest does not sign the Service Application and Agreement Form, they are still responsible for all terms set forth therein, and for any debt obligation related to the account. (See Sample Application RUS-TX Bulletin 1780-9 (Rev. 05/17))
- A 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 Non-Standard Service requests.
  - 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).
  - 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 meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. The Corporation shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in Section G. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the property, as determined under applicable provisions of Section F. It shall be the responsibility of the property owner to obtain the memberships required for each individual meter.
  - 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 24.81(a)(1)). **NOTE:** Additional investigation fee will be assessed.

- 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 NON-STANDARD SERVICE REQUIREMENTS**

**Part I. General Requirements.** This section details the requirements for all types of non-standard 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 Non-Standard Service are determined, including the Non-Standard 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 Non-Standard 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 Non-Standard Service will be furnished to the property. In most cases, the Applicant shall be the owner of real property for which Non-Standard 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 Non-Standard Service on behalf of such owner, or that it otherwise has authority to request Non-Standard 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 non-standard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding one-inch (1") diameter and service lines exceeding 50 feet. Non-residential or residential service applications requiring a larger sized meter than a 5/8 X 3/4" will be considered non-standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation or their designee shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

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

3. **Non-Standard Service Application.** The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service Contract by the Corporation:
  - a. The Applicant shall provide the Corporation a completed Non-Standard 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 specific requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.  
**NOTE:** It is the responsibility of the Applicant to secure all necessary approvals of the subdivision once an Agreement is in place between the Corporation and the Applicant.
  - c. A Non-Standard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G. for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation upon the Corporation's request all additional expenses that have been or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the Application until all remaining expenses have been paid.
  - d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity (CCN), service may be extended provided that:
    - 1) The service location is not in an area receiving similar service from another retail corporation.
    - 2) The service location is not within another retail Corporation's CCN; and

- 3) The Corporation's CCN Number 12217 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 Non-Standard 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 Non-Standard 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 non-standard service request, including new subdivisions, based on density, type of structure, and other factors.
5. **Non-Standard Service Contract.** Applicants requesting Non-Standard 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 Non-Standard 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 (see schedule of fees); 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 Non-Standard 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 WSC.**

- 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 Kingsland Water Supply Corporation. The Facilities shall thereafter be owned and maintained by KWSC subject to the warranties required of Applicant under Subsection b. Any connection of individual customers to the Facilities shall be made by KWSC.
- b. Upon transfer of ownership of the Facilities, Applicant shall warrant materials and performance of the Facilities constructed by Applicant for 12 months following the date of the transfer. Complete transfer of services will begin on delivery of "As-Built" Plans prepared by a Certified Professional Engineer of the State of Texas at the developers expense.

**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 on behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant. (See Sample Application Packet RUS Form 442-8 or 442-9 (Rev. 6-06))
- b. All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, such as road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including administrative, legal and other professional fees and the condemnation award in the event corporation secures such private easements or facility sites through eminent domain proceedings.
- c. The Corporation shall require an exclusive dedicated right-of-way easement on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site and off-site facilities.
- d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's requirements at the expense of the Applicant.

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

- a. The Applicant shall execute the Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project.
- b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation.
- c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation.
- d. The Contractor shall supply favorable references acceptable to the Corporation.
- e. The Contractor shall qualify with the Corporation as competent to complete the work (including but not limited to current water 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 Non-Standard 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. Inspection Fee will be charged in accordance with the Schedule of Fees.
- 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 Non-Standard 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 non-standard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for non-standard 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 service (Texas Water Code Section 13.2502). In addition, Corporation may elect to pursue any remedies provided by the Non-Standard 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 24.105(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 24.105(a)(2) (A-G). It is important that the Applicant's written request be complete. A complete service application by the Applicant should include:

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

Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the Corporation that he/she may request expedited decertification from the 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 non-standard service contract will be executed, and the Corporation shall provide service according to the conditions contained in the Non-Standard Service Contract.

**SECTION G. RATES AND SERVICE FEES****SCHEDULE OF FEES  
EFFECTIVE OCTOBER 1, 2023****SERVICE FEES:**

Kingsland Cap Fee	\$2,500.00	Membership Fee \$100.00
Rock Bluff Cap Fee	\$3,600.00	Standard Tap Fee \$2,200.00
The Pointe Lookout Mountain Cap Fee	\$10,000.00	

**OTHER FEES:**

Customer Cut-off Valve	Market Price	
Custom Service Inspection (CSI) (State Requirement)	\$75.00	
Meter Reinstall Fee	\$425.00	
Transfer Processing Fee	\$100.00	
Backflow Test	\$75.00	
Late Fee	\$10.00	
Reconnect Fee	\$75.00	
Reconnect Fee (after hours)	\$95.00	
Meter Test Fee	\$75.00	
Return Check Fee	\$35.00	
Service Trip Fee, business hours	\$35.00	
Service Trip Fee, after hours	\$45.00	
Replacement Meter Box	Market Price	
Replacement Meter Box Lid	Market Price	
Vacuum Breaker	\$10.00	
Line Extension (per foot)	As Quoted	
Road Cut / Road Bore	\$1,150.00	
County Road, paved or gravel		
Meter Relocation Fee	As Quoted *requires an investigation fee*	
Meter Tampering Fee	\$165.00	
Regulatory Assessment Fee	1/2% of monthly base and usage fee	
Service Investigation Fee	\$50.00	
Fire Hydrant Meter Fee	\$375.00	
Deposit	\$1,500.00	
Minimum Monthly Fee	\$437.00	
Reserve Service Charge	\$35.00	
Owner Notification Fee	\$20.00	
Mortgage/Grantor Notification Fee	\$25.00	
Inspection Fee, when required	1/2% of water utilities construction cost	
Equipment Damage Fee	TBD upon inspection	
Customer History Report Fee	\$12.50	
AMR Meter Use Report	\$75.00	
Non-disclosure Fee	\$10.00	
Information Copy Fee	Government Code Section 552.261, Minimum \$12.50, 50 pages copy	

SCHEDULE OF FEES (CONTINUED)  
EFFECTIVE OCTOBER 1, 2021

**MONTHLY BILLING BREAK-DOWN:**

Monthly Minimum Charge	\$35.00	<i>Based on 5/8 X 3/4 residential meter</i>
1,000 – 10,000 gallons	\$3.50 per 1,000 gallons	
10,001 – 20,000 gallons	\$5.00 per 1,000 gallons	
20,001 – 35,000 gallons	\$7.00 per 1,000 gallons	
35,001 – 50,000 gallons	\$9.00 per 1,000 gallons	
50,001 and above	\$12.00 per 1,000 gallons	

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

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 of indebtedness for the year’s operations. (See Article XVIII of USDA Model Bylaws, Section 1 Rev. 12-2011 or your Corporations bylaws or other governing documents)
3. **Customer History Report Fee.** A fee 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. *See Schedule of Fees*
4. **Customer Service Inspection Fee.** A fee will be assessed each Applicant before permanent continuous service is provided to new construction. *See Schedule of Fees*
5. **Easement Fee.** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites on behalf of the Applicant. (See Section E. 3.; Section F. 8. b.)
6. **Equipment Damage Fee.** If the Corporation’s facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation’s equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member and tenant if an Alternate Billing Agreement is in place. If the Corporation’s facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation’s equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.
7. **Equity Buy-In Fee.** In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation’s assets related to capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per-

service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production.

8. **Information Copy Fee.** A fee for the copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the Texas Government Code Section 552.261 et. seq.
9. **Installation Fee.** The Corporation shall charge an installation fee for service as follows:
  - a. **Standard 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. *See Schedule of Fees.*
  - b. An additional fee is charged for a customer's valve addition or replacement. *See Schedule of Fees.* The charge for a road bore-up to two (2") inches or a road cut, if required, for meter installation will be *See Schedule of Fees*, plus all applicable County permit fees.
  - c. **Non-Standard Service** shall include all
    - 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 fee:
    - 3) Administrative costs: including but not limited to contact administration costs; processing invoices; disbursement of checks to contractors
    - 4) Legal Fee: including but not limited to contract development, easements, water rights, permits, CCN amendments for the area.
    - 5) Engineering fee.
    - 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 (fee(s))).
    - 7) Line Extension Fee: If a water line extension is required to install new service, the charges will be quoted per foot, plus material cost for line extension. Kingsland Water Supply Corp. personnel will measure from the end of our existing line to the farthestmost point of the property of the new installation. Regardless of where the meter is installed along the member's property line, the water line extension must be installed across the full length of the property.
  - d. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E. 3. e. of this Tariff.
10. **Late Payment Fee.** Once per billing period, a penalty of \$10.00, shall be applied to delinquent bills. This overdue 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 overdue payment fee. (Texas Government Code Chapter 2251.021 and Sec. E.16.)
11. **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.
12. **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 *See Schedule of Fees* 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 7 below.)
13. **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. 23. 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.
14. **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 non-standard meters in accordance with the following chart based on American Water Works Association maximum continuous flow specifications:

<b>Meter Size</b>	<b>5/8" x 3/4" Meter Equivalents</b>	<b>Monthly Rate</b>
5/8" x 3/4"	1.0	\$35.00
3/4"	1.5	\$52.50
1"	2.5	\$87.50
1 1/2"	5.0	\$175.00
2"	8.0	\$280.00
3" CMPD	16.0	\$560.00
4" CMPD	25.0	\$875.00
6" CMPD	50.0	\$1,750.00
6" TURB	62.5	\$2,187.50
8" CMPD	80.0	\$2,800.00
3" Fire Hydrant	17.5	\$612.50

- b. **Gallage Charge** - In addition to the Base Rate, a gallage charge shall be added at the following rates for usage during anyone (1) billing period.
- 1) **Water:**
    - \$ 3.50 per 1,000 gallons for 1,000 to 10,000 gallons
    - \$ 5.00 per 1,000 gallons for 10,001 gallons to 20,000 gallons
    - \$ 7.00 per 1,000 gallons for 20,001 gallons to 35,000 gallons
    - \$ 9.00 per 1,000 gallons for 35,001 gallons to 50,000 gallons
    - \$12.00 per 1,000 gallons for 50,001 gallons and above
  - 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. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G. 7. Monthly Charges of this Tariff. (16 TAC 291.76(d))
  - 3) The Corporation, as a part of its billing process, collects voluntary contributions on behalf of the Kingsland and Hoover Valley Voluntary Fire Department and Emergency Medical Service. The Corporation shall retain from the proceeds the lesser amount of five percent or the total administrative costs for billing, collecting, and disbursing the voluntary contributions.
- 15. 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 fee shall be imposed on the affected account. *See Schedule of Fees*
- 16. Non-Disclosure Fee.** A fee 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.
- 17. Other Fees.** All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a Member, or the general public shall be charged to the recipient based on the cost of providing such service.
- 18. Owner Notification Fee.** The Corporation shall assess a fee per notification to a Member of a renter/lessee delinquent account status prior to disconnection of service. *See Schedule of Fees* (See Miscellaneous Transaction Forms.)
- 19. Reconnect Fee.** The Corporation shall charge a fee 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. 7.b. Re-Service. If re-connect service is after normal working hours, the Reconnect Fee will be charged for overtime service as shown in the *Schedule of Fees*.
- 20. Regulatory Assessment.** - A fee of 0.5% of the amount billed for water service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. **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))
- 21. 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 non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$35.00.

- 22. 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 Non-Standard. An investigation shall then be conducted, and the results reported under the following terms:
- a. All Standard Service requests shall be investigated subject to a fee and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
  - b. All Non-Standard 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 Non-Standard Service Contract to the Applicant, and
    - (5) to provide other services as required by the Corporation for such investigation. A Non-Standard 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.)
- 23. Seasonal Reconnect Fee** – The Corporation shall charge a fee calculated based on the Base Rate multiplied by the number of months during which service is suspended/locked, not to exceed nine (9) months during any twelve (12) consecutive months.
- 24. Service Trip Fee.** The Corporation shall charge a trip fee for any service call or trip to the Member's tap because 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 per employee per hour for each additional hour required.
- 25. Transfer Fee.** A Fee shall be assessed for the transfer of any membership.
- 26. Leak Adjustment Policy** – The Board of Directors may grant a credit to a member who proves that an excessive amount of water went through their meter in a single month due to a leak that was beyond their control. The Board will evaluate the circumstances and corrective action information submitted by a member using the Request for Leak Adjustment form. The Board will review requests at regular monthly board meetings and vote to approve or deny requests at that time. The Board will only consider leak adjustment requests that are submitted to the Board within two (2) months from when the leak occurred and designated funds for leak adjustments are available in the current fiscal year budget. Members are required to pay their account in full before submitting a leak adjustment request. If the Board approves a leak adjustment request, the calculated amount of water used above the member's normal usage will be credited to the member's account at half the current rate for the water leaked
- 27. Mortgagee/Guarantor Notification Fee** – The Corporation shall assess a fee for each notification to a Membership lien holder under agreement prior to Membership cancellation. (See Miscellaneous Transaction Forms.) *See Schedule of Fees*

**SECTION H. DROUGHT CONTINGENCY AND EMERGENCY WATER DEMAND  
MANAGEMENT PLAN**

KINGSLAND WATER SUPPLY CORPORATION

WATER CONSERVATION PLAN

DROUGHT CONTINGENCY PLAN

UPDATED NOVEMBER 12, 2019

Kingsland Water Supply Corporation

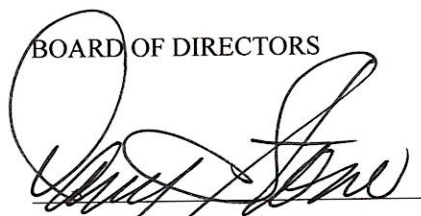
1422 West Drive  
PO Box 73  
Kingsland, Texas 78639  
325-388-6611

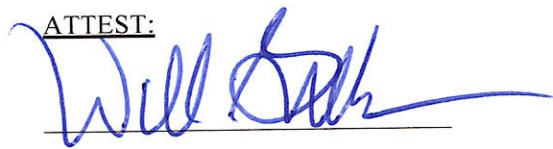
## RESOLUTION

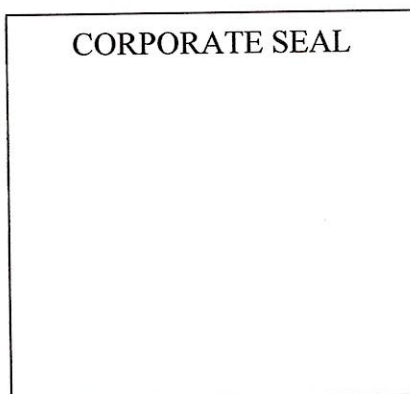
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KINGSLAND WATER SUPPLY CORPORATION ADOPTING THE ATTACHED DROUGHT CONTINGENCY PLAN.

BE IT RESOLVED BY THE BOARD OF DIRECTORS: that on this 12th day of September, 2023, we do hereby adopt the attached updated Drought Contingency Plan to be implemented immediately. Any violation of this plan may cause the forfeiture of Membership in the Corporation and/or termination of water service. Water service penalties and/or termination will only apply to violations of mandatory rationing imposed by the Corporation.

ADOPTED THIS 12<sup>th</sup> day of September 2023, at a Regular meeting of the Board of Directors at which a quorum was present.

BOARD OF DIRECTORS  
  
Danny Stone, President

ATTEST:  
  
Will Gilliam, Secretary/Treasurer



## **WATER CONSERVATION PLAN**

Kingsland Water Supply conservation activities consist of those that improve its efficiency in producing and marketing potable water and those that encourage or support the conservation of supplies by its customers.

## **CONSERVATION PRACTICES**

### **EDUCATION AND INFORMATION**

The Corporation will promote water conservation by informing the public of ways to conserve water. The following methods will be used to inform water users.

- Distribution of educational materials to all customers.
- Articles will be published periodically in the local paper as steady reminders to always conserve water. These will be published more frequently when prudent.
- New Customers will receive general conservation information when applying for service.
- Utilize Billing Cards for periodic water conservation advisement.

Information presented for public education as well as pre-printed brochures available from: Texas Water  
Development Board  
P. O. Box 13231, Capital Station Austin, TX  
78711-3231

**Plumbing Codes**

The Corporation has adopted the 2009 Edition *Uniform Plumbing Codes*. Builders in the area utilize these codes when constructing or remodeling homes. The Corporation will encourage local builders and developers to use water conservation-plumbing fixtures in new construction and replacing of existing fixtures.

**Retrofit Program**

Customers in existing buildings which do not have water saving devices will be encouraged to replace their old plumbing fixtures and shower heads with new water saving designs. The advertising program will help inform them of the advantages of installing water saving devices. Customers will be encouraged to take adequate precautions to avoid freezing of exposed water lines to avoid possible water-loss.

**Water Rate Structures**

The current rate structure encourages water conservation:

Monthly Minimum (Includes first 999 gallons) - \$35.00

1,000 - 10,000 gallons : \$3.50/1,000 gallons

10,001 - 20,000 gallons : \$5.00/1,000 gallons

20,001 - 35,000 gallons : \$7.00/1,000 gallons

35,001 – 50,000 gallons: \$9.00/1,000 gallons

50,001 and above: \$12.00/1,000 gallons

### **Water Conservation Landscaping**

The System does not have the authority to establish subdivision regulations which would require developers to plant only low water-using plants and grasses. The advertising program will include suggestions on landscaping and irrigation procedures that will save water usage and money.

### **Metering**

The System currently meters 100% of the water used, and monitors facilities' storage tanks through the SCADA system, which indicates low water levels. A sudden drop in water levels, 24 hours a day seven days a week, triggers an investigation by a plant operator for the possibility of major water main breaks. Visual inspection by field operators and plant operators keep a constant watch out for abnormal conditions indicating leaks. An adequate maintenance staff and repair parts inventory are kept to allow rapid repair of leaks.

There are individual meters for managing water use in the plant and detecting leaks in the distribution system, compared to actual meter reading routes. The raw water inlet, treated water, flushing and sales is metered individually. We compare the treated water minus flushing with the sales to detect leaks in the system. The backwash water and lab equipment water is reprocessed.

Each customer's tap is monitored monthly for abnormal use. When abnormally high use is detected:

1. KWSC customer service personnel investigates, the site for possible leak,
2. The customer is notified by phone to look for a possible leak.

To ensure meter reliability, KWSC routinely replaces meters that have exceeded ten (10) years or 1.5 million gallons and calibration of all meters in the plant are conducted annually.

### **Control of Unaccounted-for Usage of Water**

Monthly audits of the water system are conducted to determine illegal connections, abandonment of domicile and leaks along water distribution lines. These audits are done by Kingsland Water Supply personnel during normal monthly meter reading.

As part of this conservation plan, the system has been acoustically surveyed for leakage. The oldest one-fourth of the system was surveyed November 2009, and the remainder of the system was surveyed in 2011 and 2012. The surveys were deemed successful, no minor or major leaks were detected during the survey process.

Older sections of the system have many "dead-end" lines which must be flushed monthly. This flushing has required 250,000 to 500,000 gal/month. A program is underway to eliminate the dead-end lines. Several dead ends have been looped during 2010 and 2011 with flushing volumes reduced. A section of 8-inch supply line along RR 2545 was extended 3300 ft. during 2010 to eliminate ten dead ends in the lateral supply lines, which will reduce flushing requirements. Several sections of lines in the Royal Oaks subdivision of approximately 6,000 feet were looped to eliminate "dead-end" lines and increase water volume in 2017. In 2018 approximately 9,000 feet of lines in the Ranch Road 2545 area were installed to eliminate bottlenecks of smaller pipe diameters and to eliminate the need for dead end flushing in the area.

### **Wholesale Customers**

KWSC will require all wholesale customers signing new and renewed wholesale water supply contracts to comply with KWSC's Water Conservation Plan, and when water shortages resulting from drought occur, water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

### **COORDINATION WITH THE REGIONAL WATER PLANNING GROUPS (RWPG)**

The water service area of KWSC is within Region K Water Planning Area. KWSC will provide a copy of the Water Conservation Plan to the RWPG's.

### **DROUGHT CONTINGENCY PLAN DECLARATION OF POLICY, PURPOSE AND INTENT**

In order to conserve the available water supply in accordance with the water volume stored in Lake Buchanan and Lake Travis, and in cooperation with LCRA giving particular regard for domestic water use to minimize the adverse impacts of water supply shortages and other water supply emergency conditions, KWSC adopts the following Drought Contingency Plan.

### **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 by all customers. In the adoption of this plan, the Board considered all comments from customers. All amendments conform to LCRA directives and requirements.

### **INFORMATION AND EDUCATION PROGRAM**

KWSC will periodically provide the public with information about the Plan and conditions under which each state of the plan is to be initiated or terminated including the drought responses to be implemented in each stage. Once trigger conditions and emergency measures have been reached, the public will be informed of these conditions and measures to be taken. The public will also be notified when each stage has been terminated and drought measures are no longer in effect. The process for notifying the public may include:

- A. Posting the Notice of Drought conditions at the Corporation's office and on its Website, the Post Office, and at major businesses within the Area.
- B. Announcement in the local newspapers.
- C. Notify the Texas Commission on Environmental Quality (TCEQ)
- D. Broadcasts from the local radio stations.
- E. Direct mailing to customers explaining the need for and provisions of the Drought Contingency Plan, including steps to be taken to ensure compliance with the plan.
- F. Phone Calls, Fax and/or Email directly to all those listed on our EMERGENCY CONTACT LIST.

### **WHOLESALE WATER CUSTOMER EDUCATION**

Wholesale water customer education will be provided through the same **Education and Information Program** provided to our residential customers.

### **CONSENT**

At no time will this plan ever be used without consent of, or instructions from, the Board of Directors.

### **AUTHORIZATION**

The General Manager of Kingsland Water Supply, as approved by attached resolution of the Board of Directors, is authorized to implement the applicable provisions of this Drought Contingency Plan upon determination that implementation is necessary to protect public health, safety, and welfare. The General Manager will have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Drought Contingency Plan.

### **APPLICATION**

The provisions of the Drought Contingency Plan will apply to all customers, including wholesale customers using water provided by KWSC.

### **TRIGGER CRITERIA FOR INITIATION AND TERMINATION OF EMERGENCY AND DROUGHT RESPONSE STAGES**

KWSC monitors the conditions of its distribution system. In the event of equipment failure or urgent maintenance procedures, which could affect the ability to deliver safe water, KWSC will initiate appropriate emergency water use restrictions. The LCRA is responsible for monitoring water supply and demand conditions throughout the Highland Lakes on a monthly basis (or more frequently if conditions warrant). LCRA has a drought management plan that defines five stages according to the water volumes in Lakes Buchanan and Lake Travis. That plan has specific "trigger" conditions which determine the stage and define actions to be taken to conserve water.

The following trigger conditions indicate when emergency and drought contingency measures will be put into effect.

The General Manager will monitor water supply conditions in accordance with the trigger criteria set forth in the DCP, and will determine if a mild, moderate, or severe water shortage condition exists or that an emergency condition exists or if LCRA declares an emergency condition KWSC will follow their required water restrictions and will implement the following actions:

## **DROUGHTCONTINGENCY PLAN**

### **DECLARATION OF POLICY, PURPOSE AND INTENT**

In order to conserve the available water supply in accordance with the water volume stored in Lake Buchanan and Lake Travis, and in cooperation with LCRA giving particular regard for domestic wateruse to minimize the adverse impacts of water supply shortages and other water supply emergency conditions, KWSC adopts the following Drought Contingency Plan.

### **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 by all customers. In the adoption of this plan, the Board considered all comments from customers. All amendments conform to LCRA directives and requirements.

### **INFORMATION AND EDUCATION PROGRAM**

KWSC will periodically provide the public with information about the Plan and conditions under which each state of the plan is to be initiated or terminated including the drought responses to be implemented in each stage. Once trigger conditions and emergency measures have been reached, the public will be informed of these conditions and measures to be taken. The public will also be notified when each stage has been terminated and drought measures are no longer in effect. The process for notifying the public may include:

- G. Posting the Notice of Drought conditions at the Corporation's office and on its Website, the Post Office, and at major businesses within the Area.
- H. Announcement in the local newspapers.
- I. Notify the Texas Commission on Environmental Quality (TCEQ)
- J. Broadcasts from the local radio stations.
- K. Direct mailing to customers explaining the need for and provisions of the Drought Contingency Plan, including steps to be taken to ensure compliance with the plan.
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### **APPLICATION**

The provisions of the Drought Contingency Plan will apply to all customers, including wholesale customers using water provided by KWSC.

### **TRIGGER CRITERIA FOR INITIATION AND TERMINATION OF EMERGENCY AND DROUGHT RESPONSE STAGES**

KWSC monitors the conditions of its distribution system. In the event of equipment failure or urgent maintenance procedures, which could affect the ability to deliver safe water, KWSC will initiate appropriate emergency water use restrictions. The LCRA is responsible for monitoring water supply and demand conditions throughout the Highland Lakes on a monthly basis (or more frequently if conditions warrant). LCRA has a drought management plan that defines five stages according to the water volumes in Lakes Buchanan and Lake Travis. That plan has specific "trigger" conditions which determine the stage and define actions to be taken to conserve water.

The following trigger conditions indicate when emergency and drought contingency measures will be put into effect.

The General Manager will monitor water supply conditions in accordance with the trigger criteria set forth in the DCP, and will determine if a mild, moderate, or severe water shortage condition exists or that an emergency condition exists or if LCRA declares an emergency condition KWSC will follow their required water restrictions and will implement the following actions:

**STAGE 1 - EMERGENCY AND/OR DROUGHT***Goal- Reduce Treated Water by 10%*

**Stage 1 is triggered when KWSC delivers water at the rate of 85% capacity for three consecutive days or LCRA declares a Stage 1 drought condition. If the total combined storage in Lakes Buchanan and Travis drops below 1.4 million acre-feet.**

Voluntary watering restrictions will be put into place as follows. The General Manager will:

- Ask customers to voluntarily restrict the use of water for outdoor sprinkling, watering of lawns, shrubs, driveways and the washing of automobiles.
- Inform the public through the news media that the Stage 1 trigger condition has been reached because of emergency water conditions in the KWSC system or low lake levels, and that they should look for ways to voluntarily reduce water use.
- Notify major water users of the situation and request voluntary water use restrictions.

The following lawn watering schedule will be suggested:

1. Businesses, Churches, apartments, duplexes, or multifamily dwellings irrigation schedule is on Monday and Friday between the hours of 12:00 midnight and 10:00 a.m. and between 7:00 p.m. and 12:00 midnight. Hand watering with a hose is allowed anytime.
2. Residential with a physical address ending in an even number watering schedule is only on Tuesday and Saturday between the hours of 12:00 midnight and 10:00 a.m. and between 7:00 p.m. and 12:00 midnight. Hand watering with a hose is allowed anytime.
3. Residential with a physical address ending in an odd number watering schedule is only on Wednesday and Sunday between the hours of 12:00 midnight and 10:00 a.m. and between 7:00 p.m. and 12:00 midnight. Hand watering with a hose is allowed anytime.
4. No irrigation between the hours of 10:00 a.m. and 7 p.m.
5. Irrigation should be monitored to avoid run-off on the pavement, sidewalk or adjacent property.

**Stage 1 Termination: Restrictions will be rescinded by the General Manager when all of the conditions listed as triggering events have ceased to exist. KWSC will notify the public, wholesale customers, and media of the termination of Stage 1 or elevation to Stage 2 in the same manner outlined previously under Information and Education Program.**

***STAGE 2 - EMERGENCY AND/OR DROUGHT***

*Goal- Reduce Treated Water by 10-20%*

**Stage 2 is triggered when KWSC delivers water at the rate of 85% capacity for seven consecutive days or LCRA declares a Stage 2 drought condition. Mandatory watering restrictions will be put in place by the following. If the total combined storage in Lakes Buchanan and Travis drop below 900,000 acre-feet.**

- Voluntary restrictions in Stage 1 are declared mandatory including suggested watering schedule. It is mandatory that everyone follow the watering schedule in Stage 1.
- Inform the public through the news media that the Stage 2 trigger conditions has been reached, because of emergency water conditions in KWSC system or low lake levels, and that they should look for ways to reduce water use.
- Notify the Texas Commission on Environmental Quality (TCEQ)
- The following public water uses, not essential for public health or safety, are prohibited:
  - 1) Street washing
  - 2) Water hydrant flushing
  - 3) Filling pools, spas and fountains may only be done on days assigned for lawn watering based on service address.
  - 4) Athletic field watering
  - 5) Car, Boat and Trailer Washing

**Stage 2 Termination: restrictions will be rescinded by the General Manager when all the conditions listed as triggering events have ceased to exist. Upon termination of Stage 2, Stage 1 becomes operative. KWSC will notify the public, wholesale customers, and media of the change in stage level status in the same manner outlined previously under Information and Education Program.**

**STAGE 3 EMERGENCY AND/OR DROUGHT***Goal- Reduce Treated Water by 20% or better.*

**LCRA has mandated emergency drought relief requiring all customers to go to a mandatory Once-A-Week water schedule. The mandatory Once-A-Week watering schedule is as follows:**

1. Businesses, Churches, apartments, duplexes, or multifamily dwellings irrigation schedule is only on Monday between the hours of 12:00 midnight and 10:00 a.m. and between 7:00 p.m. and 12:00 midnight. Hand watering with a hose is allowed anytime.
2. Residential with a physical address ending in an even number watering schedule is only on Tuesday between the hours of 12:00 midnight and 10:00 a.m. and between 7:00 p.m. and 12:00 midnight. Hand watering with a hose is allowed anytime.
3. Residential with a physical address ending in an odd number watering schedule is only on Wednesday between the hours of 12:00 midnight and 10:00 a.m. and between 7:00 p.m. and 12:00 midnight. Hand watering with a hose is allowed anytime.
4. No irrigation between the hours of 10:00 a.m. and 7 p.m.
5. Irrigation should be monitored to avoid run-off on the pavement, sidewalk, or adjacent property.

Other Restrictions include:

- Wasteful irrigation practices such as spraying on driveways, sidewalks or water running down the street will be considered a violation.
- No outdoor use of water is allowed between 10:00 a.m. and 7:00 p.m.
- No ornamental fountain unless water is recycled. Refilling of these fountains may only occur on assigned watering days and not between 10:00 a.m. and 7:00 p.m. to maintain aquatic life.
- Washing of cars or boats will only be allowed with handheld spray nozzles equipped with automatic shut off on the set day of the watering schedule.
- The use of auto-fill devices for pools, spas or fountains is not allowed. Pools, spas and fountains may only be topped off on assigned watering days based upon addresses and not allowed between 10:00 a.m. and 7:00 p.m.
- Watering with handheld hose is permitted only to sustain life of planted trees or plants.
- Further non-essential use of water is prohibited including street washing, washing sidewalks, driveways, filling pools or spas.
- If a pool, spa or fountain must be filled after construction or repairs the owner must utilize hauled water sources and cannot be filled from Kingsland Water Supply.

Stage 3 is triggered when the emergency situation in KWSC system is in danger of causing immediate health or safety hazard, or LCRA declares Stage 2 drought conditions. Mandatory water restrictions will be put into place by the following: If the LCRA Board of Directors declares a drought worse than the drought of Record consistent with the LCRA Water Management Plan, LCRA will curtail and distribute the available supply of firm water among its firm water supply customers and firm environmental flow commitments.

The General Manager's giving notice of curtailment to the customers within the area; the posting of a notice of curtailment and notifying the news media of curtailment as stated in the Information and Education Program section of this plan.

- All outdoor water usage is prohibited.
- Continue all relevant action from Stage 2.
- Water uses that are not essential to the health and safety of the community will be prohibited.

- Notify the Texas Commission on Environmental Quality (TCEQ).

Inform the public according to the KWSC information and education program that Stage 3 trigger conditions have been reached because of emergency water conditions in the Kingsland

Water Supply system or low lake levels, and that they should look for ways to reduce water use. Water rates to be increased (see Violations).

**Stage 3 Termination: Restrictions will be rescinded by the General Manager when all of the conditions listed as triggering events have ceased to exist. Upon termination of Stage 3, Stage 2 becomes operative. KWSC will notify the public, wholesale customers, and media of the change in stage level status in the same manner outlined previously under Information and Education Program.**

### **PRO RATA WATER ALLOCATION**

If the triggering criteria specified in Stage 3 - Emergency and/or Drought have been met, the General Manager of KWSC is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code Section 11.039.

### **VIOLATIONS OF MANDATORY EMERGENCY RATIONING RULES**

The Board of Directors may grant exemptions or variance from the uniform rationing program, for health or safety reasons. The General Manager can amend, add, or delete any of these Rules and Regulations when notified by the Board of Directors of said amendments, additions or deletions.

Any violation of the Rules and Regulations adopted by KWSC can carry a penalty of forfeiture of membership and termination of water service, with approval of Directors.

Penalties for non-compliance of the KWSC Drought Contingency Watering schedule per the Drought Contingency Plan will include:

- **First Violation:** A Warning Letter issued to customer identifying violation, (copy to be placed in customer's account file).
- **Second Violation:** A Penalty shall be assessed in the amount of 4 times the monthly minimum.
- **Third Violation:** A Penalty shall be assessed in the amount of 6 times the monthly minimum.
- **Fourth Violation:** Service will be shut off. The member will be required to sign a binding agreement to conform to the Emergency Rationing rules and pay a return to service fee of \$1,000 before their water will be placed in service. **PROVISIONS OF THE KINGSLAND WATER SUPPLY CORPORATION DROUGHT CONTINGENCY PLAN**

LCRAS' Water Management Plan-Drought Triggers are attached. KWSC as a Firm Customer will implement Water Restrictions as necessary in accordance with the LCRA Water Management Plan. Kingsland Water Supply intends to promote year-round water conservation measures to assist in meeting our goals.

STAGE	TRIGGERING CRITERIA	ACTION/RESTRICTIONS
1. Mild	<p>(A) Average daily water use reaches 85% of firm plant capacity for three consecutive days. Consideration given to weather, time of year and customer complaints.</p> <p>(B) If the combined storage of Lakes Buchanan and Travis drop below 1.4 million acre-feet.</p>	<p>(1) Initiate public information efforts.</p> <p>(2) Request that the public look for ways to conserve water.</p> <p>(3) Ask customers to voluntarily restrict outdoor use of water.</p>
2. Moderate	<p>(A) Average daily water use reaches firm 85% plant capacity for seven consecutive days; or</p> <p>(B) Water storage levels decreasing and fall below 60% (200,000 gallons) for 24 hours; or</p> <p>(C) Water pressure drops to 35psi.</p> <p>(D) If the combined storage of Lakes Buchanan and Travis drops below 900,000 acre-feet.</p>	<p>(1) Continue Stage 1 requirements.</p> <p>(2) Lawn irrigation limited to watering schedule.</p> <p>(3) Mandatory customers reduce non-essential water use.</p> <p>(4) Monitor system pressure.</p>
3. Once-A-Week Watering Requirements	(A) LCRA Requirement	(1) Mandatory Once-A-Week watering.
4. Severe	<p>(A) Water demand exceeds firm system capacity (3.0 MGD) for three consecutive days; or</p> <p>(B) Supply reservoir levels reduced to a point where demand exceeds available supply; or</p> <p>(C) Imminent or actual failure of system components affecting health and safety.</p> <p>(D) If the LCRA Board of Directors declares a drought worse than the Drought of Record consistent with the LCRA Water Management Plan, LCRA will curtail and distribute the available supply of firm water among its firm water supply customers and firm environmental flow commitments.</p>	<p>(1) Continue Stage 1 and 2 requirements.</p> <p>(2) Ban lawn irrigation water use.</p> <p>(3) Prohibit car washing, window washing, and pavement washing except when a bucket is used.</p> <p>(4) Ban nonessential public water uses.</p>

**SECTION I:**  
**SAMPLE APPLICATION PACKET**

Water Supply Corporation Service Application and Agreement Form (USDA RUS-TX Bulletin 1780-9 (Rev.5/2017))

Right-of-Way Easement (Location Required) (Form RD-TX 442-8 (Rev. 6-06))

Right-of-Way Easement (General) (Form RD-TX 442-9 (Rev. 6-06))

Non-Standard Service Application

Non-Standard Service Contract

**SERVICE APPLICATION AND AGREEMENT**

**PLEASE PRINT**

DATE: \_\_\_\_\_ **PLEASE INITIAL TO RECEIVE:** \_\_\_\_\_ **E-BILL OR** \_\_\_\_\_ **BILL-MAIL**

**Required Information:**

APPLICANT'S NAME: \_\_\_\_\_

D.L. Number: \_\_\_\_\_ State \_\_\_\_\_ Copy of DL Attached? \_\_\_\_\_

Email: \_\_\_\_\_

TELEPHONE – Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Place of Employment: \_\_\_\_\_ Work Phone: \_\_\_\_\_

SPOUSE'S NAME: \_\_\_\_\_

**CLOSING DATE OF PURCHASE & COUNTY PERMIT #:**

**Required Information:**

**MAILING ADDRESS (WHERE YOU WANT YOUR BILL TO BE MAILED):**

☐ Street ☐ PO Box \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**REQUIRED:**

**911 SERVICE ADDRESS (ACTUAL PHYSICAL ADDRESS) IF DIFFERENT FROM MAILING ADDRESS:**

**Required Information:**

RESIDENTIAL: \_\_\_\_\_ MULTI-FAMILY RESIDENTIAL: \_\_\_\_\_ COMMERCIAL: \_\_\_\_\_

**WILL THIS RESIDENTIAL CONNECTION OR MULTI-FAMILY CONNECTION HAVE A GUESTHOUSE OR 2<sup>ND</sup> DWELLING WITH LIVING QUARTERS?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**It is the Member's responsibility to notify KWSC if modifications are made to the property.**

**PROOF OF OWNERSHIP PROVIDED:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**TYPE OF DOCUMENT PROVIDED:** \_\_\_\_\_

**\*\*\* A TRANSFER FEE OF \$100.00 WILL APPLY TO ALL ACCOUNTS BEING TRANSFERRED FROM ONE OWNER TO ANOTHER. THE FEE WILL BE ADDED TO YOUR FIRST WATER BILL AFTER ACCOUNT IS TRANSFERRED TO NEW OWNER.**

**\*\*\*IN INSTANCES WHERE A METER HAS BEEN PULLED AND THE MEMBERSHIP LIQUIDATED, THERE WILL BE A RESERVICE FEE OF \$425.00. (THIS FEE INCLUDES THE \$100.00 MEMBERSHIP FEE, \$60.00 FOR A CUSTOMER CUT-OFF VALVE, AND \$265.00 FOR METER INSTALLATION.)**

**CONDITIONS OF MEMBERSHIP**

**MEMBERS**

Applicants seeking Membership must be the legal owners of the property where the service tap will be located.

Applicants must have proof of ownership acceptable to the Corporation – either (1) Warranty Deed or (2) Tax Statement or (3) Deed of Trust or (4) Settlement Statement [with monies blacked out]

This is stated in the Corporation By-laws under Article II, Section 1

**METER ASSIGNMENT**

All fees to establish service are non-refundable and are assigned to a specific parcel of land, which the tap/lot service is being applied for as stated in this Service Agreement.

Members continue to be responsible for all charges for that meter as long as they own the property; this includes the monthly minimum whether the Member lives there or not or whether they use any water or not.

**RENTAL PROPERTY**

Chapter 67 of the Texas Water Code addresses the law of WSC memberships. That chapter states that a WSC may make property ownership a condition for service. KWSC does have this requirement, therefore the owner will be held ultimately responsible for any water bills assigned to or generated by the meter on their property. *(If the WSC does not tie membership and fiscal responsibility to the owner, the WSC could have more bad debt to write off since renters are more likely to move at night and on weekends and fail to inform the WSC that they are doing so.)*

**SINGLE FAMILY RESIDENCE WITH MULTIPLE FAMILY DWELLINGS ON SAME PROPERTY**

It is the Member's responsibility to notify the WSC if an additional dwelling (i.e., living quarters, bath and kitchen) is built on the same property as assigned to the meter account. An additional dwelling will require an additional Capital Fee and an additional service unit equivalent (S.U.E.) will be charged. The additional building must have a separate meter assigned to that building and to the member's account in order to meet system capacity requirements.

**I have read and agree to the Conditions of Membership as stated above.**

X

\_\_\_\_\_  
New Member SignatureDate

**General Rules and Regulations of KWSC**

**Please read this Member Service Agreement completely and sign below.**

- 1) All water meters are read on or about the 15<sup>th</sup> of each month.
- 2) Billing cards are mailed out on or about the 25<sup>th</sup> of each month. If the 25<sup>th</sup> falls on a Saturday or Sunday, then the bills go out on Monday. **We are not responsible for lost billing cards or cards that do not get to you after they leave this office.**
- 3) Payments must be received in our office on or before the 10<sup>th</sup> of each month in order to avoid a \$10.00 Late Charge. If you do not receive your water bill by the 1<sup>st</sup> of the month, please call our office to find out the amount due. **We are not responsible for checks that are mailed but do not arrive IN OUR OFFICE by the 10<sup>th</sup>.**
- 4) If you go 30 calendar days without paying the current amount due your service will be disconnected. A reconnect fee of \$75.00 will be charged if your service is disconnected. All delinquent charges must be paid including the disconnect fee, in order for us to restore your water service.
- 5) **Customer Service Inspection (CSI):** Upon completion of construction, each transfer of membership, renovations and suspected cross-connections, the Corporation staff or its designated representative shall inspect all customer service facilities after the tap is made to insure compliance with State required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission of Environmental Quality or successor agency, applicable plumbing codes, and utility construction standards.

**I have read and agree to the rules and regulations of KWSC as stated above.**

X \_\_\_\_\_

New Member Signature

Date

Agreement made this X \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Kingsland Water Supply Corporation, (A corporation under the laws of the State of Texas, hereinafter called the Corporation) and, X \_\_\_\_\_ (hereinafter called the Applicant and/or Member).

The Corporation shall sell and deliver water to the Applicant; the Applicant shall purchase and receive water service from the Corporation in accordance with their Bylaws and Tariff 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 Member or continues Membership as a Transferee and thereby may hereinafter be called a Member.

The member shall pay the Corporation for service as determined by the Corporation's Tariff and upon the terms and conditions set forth therein.

**INSTALLATION FEES (FOR NEW INSTALLS ONLY):****(1) STANDARD INSTALLATION:**

I wish to become a Member of the Corporation and tendered herewith is the sum of One Hundred dollars (\$100) for a Membership, Six Hundred and Ninety dollars (\$790) for normal installation, Sixty dollars (\$60) for a cut-off valve, Seventy-five dollars (\$75) for Customer Service Inspection and Two Thousand dollars (\$2000) for the capital fee. The installation fee and capital fees are only charged for initial connection and are transferrable on change of ownership. **All preceding fees are non-refundable and are assigned to a specific parcel of property – tap/lot for which service is being requested.** I understand that normal installation charges to the Member may also include cost per foot of installation plus the cost of materials for extending distribution lines to and across the front of the property. Where ditching or backhoe work is required to cross any road, I agree to repair and/or repave the road, when it is necessary to cut into the road to install my water meter.

**(2) LOOKOUT MOUNTAIN INSTALLATION:**

I wish to become a Member of the Corporation and tendered herewith is the sum of One Hundred dollars (\$100) for a Membership, Six Hundred and Ninety dollars (\$790) for normal installation, Sixty dollars (\$60) for a cut-off valve, Seventy-five dollars (\$75) for Customer Service Inspection and Ten Thousand dollars (\$10,000) for the capital fee. The installation fee and capital fees are only charged for initial connection and are transferrable on change of ownership. **All preceding fees are non-refundable and are assigned to a specific parcel of property – tap/lot for which service is being requested.** I understand that normal installation charges to the Member may also include cost per foot of installation plus the cost of materials for extending distribution lines to and across the front of the property. Where ditching or backhoe work is required to cross any road, I agree to repair and/or repave the road, when it is necessary to cut into the road to install my water meter.

**(3) ROCK BLUFF INSTALLATION:**

I wish to become a Member of the Corporation and tendered herewith is the sum of One Hundred dollars (\$100) for a Membership, Six Hundred and Ninety dollars (\$790) for normal installation, Sixty dollars (\$60) for a cut-off valve, Seventy-five dollars (\$75) for Customer Service Inspection and Three Thousand Six Hundred dollars (\$3600) for the capital fee. The installation fee and capital fees are only charged for initial connection and are transferrable on change of ownership. **All preceding fees are non-refundable and are assigned to a specific parcel of property – tap/lot for which service is being requested.** I understand that normal installation charges to the Member may also include cost per foot of installation plus the cost of materials for extending distribution lines to and across the front of the property. Where ditching or backhoe work is required to cross any road, I agree to repair and/or repave the road, when it is necessary to cut into the road to install my water meter.

The Corporation shall have the right to determine the location for 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, routinely in the utility easement area in front of the property to be serviced. The Corporation 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. 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 and maintain 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, back-flow prevention devices, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for inspecting for possible cross-connections and other undesirable plumbing practices. The inspection shall be conducted during 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, install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service or 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.

Any additional expense, beyond the normal installation as described above, will be charged to the Member. Examples of some, above the normal installation costs might be:

- 1) Road Cut/Road Bore – Where ditching, backhoe work, or cutting into the road is necessary to cross a road in the Member's subdivision to install the water meter, or a bore under the road up to two inches (2"). The cost for this Road Cut/Road Bore is One Thousand One Hundred Fifty Dollars (\$1150.00), **plus all applicable County permit fees. Any Road Bore to a State Road will be at actual cost.**
- 2) Encountering Rock – If rock becomes an issue in laying the water line, additional monies will be collected to cover actual costs of getting a trench cut through the rock. If the estimated cost was on the low side and did not cover the actual cost, the Member will be responsible to pay the additional amount before service is provided. If the estimated cost resulted in an overcharge, the amount will be refunded to the Member.

The Corporation will put a cut-off valve inside the box on the customer side. The Member must separate any existing water source supply with a minimum of a six-inch air gap from the water supply system of the Corporation. The Corporation's responsibility ends at the discharge side of the meter.

The Board of Directors shall have the authority to 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.

All water shall be metered by meters furnished and installed by the Corporation. The meter and connection are for the sole use of the Member or customer and is to serve water to only one "single family/business dwelling" as defined under the Tariff and required by this Service Agreement. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and or property, etc., is prohibited.

In the event that the water supply should become insufficient to meet all of the needs of the members, or 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 Member hereby shall comply with the terms of said Program.

The Member shall install, at his own expense, a service line from the meter to the point of use, including any customer service isolation valves and other equipment as may be specified by the Corporation. The use of pipes and pipe fittings that contain more than 8.0% lead or solders and flux that contain more than .2% lead is prohibited for any plumbing installation or repair of any facility providing water for human consumption that is connected to the Corporation.

**By execution hereof, the Member shall hold the Corporation harmless from all claims for damages caused by service interruptions due to water line breaks, by utility or like contractors, tampering by a Member of the Corporation, normal failures of the system, or other events beyond the Corporation's control.**

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

By execution of this Service Application and Agreement, the Member shall guarantee payment of all other rates, fees, and charges due on any account for which said Member 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 water utility service under the terms and conditions of the Corporation's Tariff.

By execution of this Service Application and Agreement, the Member agrees that non-compliance with the terms of this Agreement, by said Member, 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 Member shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

X

\_\_\_\_\_  
New Member Signature

\_\_\_\_\_  
Date

## CONFIDENTIALITY CLAUSE

**You can now request that personal information contained in our utility records not be released to unauthorized persons. Simply sign the form at the bottom of this page. 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, within the employee's duties; 2) a consumer reporting agency; 3) a contractor or subcontractor approved by and providing services to the utility, to the State, a political subdivision of the State, the Federal government, or an agency of the State or Federal government; 4) a person for whom the customer has contractually waived confidentiality for personal information; or 5) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation. However, such confidentiality does not prohibit the Corporation from disclosing the name and address of each Member on a list to be made available to the Corporation's voting Members, or their agents or attorneys, in connection with any meeting of the Corporation's Members.

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

X

\_\_\_\_\_  
New Member Signature

\_\_\_\_\_  
Date

# KINGSLAND WATER SUPPLY CORPORATION

1422 West Drive  
Office: (325) 388-6611

PO Box 73  
Fax: (325) 388-6135

Kingsland, Texas 78639  
Email: [kwscmail@kingslandwater.org](mailto:kwscmail@kingslandwater.org)

Dear Member:

The Authorization Agreement below is being provided for you should you decide to take advantage of the convenience of the ACH system. In addition to the information request on the Authorization Agreement, please provide the phone number of your bank in the event that further verification is required. The Authorization Agreement may be returned to the Kingsland Water Supply Corporation

## AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

**Company Name:** Kingsland Water Supply Corporation

I (we) hereby authorize **Kingsland Water Supply Corporation**, hereinafter called COMPANY, to initiate debit entries to my (our) ☐ Checking ☐ Savings account (select one) indicated below, and the depository named below, hereinafter called DEPOSITORY, to debit same to such account.

**BANK'S NAME:** \_\_\_\_\_

**BANK'S ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**ROUTING NUMBER:** \_\_\_\_\_ **ACCOUNT #:** \_\_\_\_\_

This authority is to remain in full force and effect until COMPANY and DEPOSITORY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to respond.

**NAME(S):** \_\_\_\_\_ **WATER A/C #:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **SIGNED:** \_\_\_\_\_

at least fifteen (15) days prior to the first payment date in order to have the payment established and to begin using the ACH system

**A VOIDED CHECK OR CHECK COPY MUST BE ATTACHED**

Form RD-TX 442-8  
(Rev. 6-06)

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Rural Utilities Service**

**RIGHT-OF-WAY EASEMENT (Location of Easement Required)**

**KNOW ALL MEN BY THESE PRESENTS**, That \_\_\_\_\_ (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by \_\_\_\_\_, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across \_\_\_\_\_ acres of land, more particularly described in instrument recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_, Deed Records, \_\_\_\_\_ County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, the center line thereof to be located across said land as follows:

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure the Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the county or state hereafter widens or relocates any public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

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Form RD-TX 442-8

(Rev. 6-06)

Grantor does hereby bind itself, its successors, and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ACKNOWLEDGEMENT  
(Individual)

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

Form RD-TX 442-9  
(Rev 6-06)

**UNITED STATES DEPARTMENT OF AGRICULTURE  
Rural Utilities Service**

**RIGHT-OF-WAY EASEMENT (General Type Easement)**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_  
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by \_\_\_\_\_ (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances, over and across \_\_\_\_\_ acres of land, more particularly described in instrument recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_, Deed Records, \_\_\_\_\_ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

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Form RD-TX 442-9  
(Rev. 6-06)

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Grantor does hereby bind itself, its successors, and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

**IN WITNESS WHEREOF** the said Grantors have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
ACKNOWLEDGMENT  
(Individual)

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

SAMPLE  
WATER SUPPLY CORPORATION  
NON-STANDARD SERVICE APPLICATION

*Please Print or Type*

Applicant's name/Company

\_\_\_\_\_

Address/City/State/ZIP:

\_\_\_\_\_

Phone number (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

E-mail \_\_\_\_\_

Please attach a legal description of the proposed development as listed indeed records as a filed plat or parcel of land where other types of non-standard water/sewer service are requested. Plat requirements include 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      ☐ Line Extension  
☐ Commercial/Industrial Park      ☐ 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 \_\_\_\_\_

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

Initial needs \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Please list any additional special service needs not listed above.

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

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

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

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**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 Non-Standard 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 Section F of the Corporation's tariff and agrees to comply with all the requirements contained therein.*

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

\_\_\_\_\_  
Print Applicant/Name of Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

For Corporation Use Only

\_\_\_\_\_  
Date application received

\_\_\_\_\_  
Amount Fees Paid / Date Paid

\_\_\_\_\_  
Signature WSC staff member

# KINGSLAND WATER SUPPLY CORPORATION

1422 West Drive  
Office: (325) 388-6611

PO Box 73  
Fax: (325) 388-6135

Kingsland, Texas 78639  
Email: [kwscmail@kingslandwater.org](mailto:kwscmail@kingslandwater.org)

## KINGSLAND WATER SUPPLY CORPORATION

### NON-STANDARD SERVICE AGREEMENT

STATE OF TEXAS  
COUNTY OF LLANO

THIS AGREEMENT is made and entered into by and between \_\_\_\_\_, hereinafter referred to as the "Developer", and Kingsland Water Supply Corporation, hereinafter referred to as the "WSC"

WHEREAS, Developer is engaged in developing that certain \_\_\_\_\_ acres of land in \_\_\_\_\_ County, Texas, more particularly known as the \_\_\_\_\_ at \_\_\_\_\_ according to the plat thereof recorded in Vol \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of \_\_\_\_\_ County, Texas, said land being hereinafter referred to as "the Property;" and,

WHEREAS the WSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, the Developer has requested the WSC to provide such water service to the Property through an extension of the WSC's water system, such extension being hereinafter referred to as the "Water System Extension;" NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the Developer and the WSC agree as follows:

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

- a) The Water System Extension shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the WSC and all governmental agencies having jurisdiction, including but not limited to the Texas Commission of Environmental Quality. All Plans and specifications must be reviewed and approved by WSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the WSC's consulting engineer, the plans, and specifications shall become part of this Agreement by reference and shall more particularly define the "Water System Extension".
- b) The Water System Extension must be sized to provide continuous and adequate water service to the property based on plans for the development of the Water System Extension provided to the WSC by the Developer.
- c) Special needs of the Developer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- d) Specifically, the WSC requires \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Required Easements and/or Right-of-Ways**

- a) The Developer shall be responsible for dedication or acquiring any easements across privately owned land which are necessary for the construction of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public rights-of-way.
- b) Any easements acquired by the Developer shall be assigned to the WSC upon proper completion of the construction of the Water System Extension. The validity of the legal instruments by which the Developer acquires any such easements and by which the Developer assigns such easements to the WSC must be approved by WSC's attorney.
- c) The Developer shall grant to the WSC, now and in the future, any easements of right-of-way for all future additions made to the Water System Extension. These rights-of-way \_\_\_ 0 is for installing, maintaining, and operating such pipelines, meters, valves, and any other such equipment the WSC may deem necessary to extend or improve service for any Member.

**3. Construction of the Water System Extension**

The Water System Extension shall be constructed in accordance with the approved plans and specifications. The WSC shall have the right to inspect all phases of the construction of the Water System Extension. The Developer must give written notice to the WSC of the date on which construction is scheduled to begin so that the WSC may assign an inspector. The WSC will base the inspection fee on 1-1/2% of the total projected cost of the waterline project. If bids were not received on the project, the WSC will have its appointed engineer estimate the fair market value of the project for a reasonable cost on which to base the inspection fee. The WSC will not assume maintenance and operations of the facility or install member connections until the inspection fee is paid.

**4. Dedication of the Water System Extension to the WSC**

Upon proper completion of construction of the Water System Extension and final inspection thereof by the WSC, the Water System Extension shall be dedicated to the WSC by an appropriate legal instrument approved by the WSC's Attorney. The Water System Extension shall thereafter be owned and maintained by the WSC. Specifically, the WSC requires \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5. Cost of the Water System Extension**

- a) The Developer shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including without limitation to the cost of the following:
  - (1) engineering and design
  - (2) easement or right-of-way acquisition
  - (3) construction
  - (4) inspection
  - (5) attorneys' fees
  - (6) governmental or regulatory approvals required to lawfully provide service
- b) The Developer shall indemnify the WSC and hold the WSC harmless from all of the foregoing costs.
- c) Provided, however, nothing herein shall be construed as obligating the Developer to the Water System Extension subsequent to its dedication and acceptance for maintenance by the WSC.

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

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

1) All Standard rates and charges as reflected in the WSC's approved tariff. Specifically, one monthly minimum for each single family and or business structure \_\_\_\_\_ Service Unit Equivalents (SUE's), plus standard rates for all metered water usage.

2) Any applicable Membership and Impact fee adopted by the WSC. Specifically, the current membership fee and one Capital Impact Fee per Service Unit Equivalent. specifically, \_\_\_\_\_

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

c) Unless the prior approval of the WSC is obtained, the Developer shall not:

- 1) Construct or install additional water lines or facilities to service areas outside the Property
- 2) Add any additional lands to the Property for which water service is to be provided pursuant to this agreement
- 3) Connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity

**7. Effect of Force Majeure**

In the event, either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force Majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

**8. Notices**

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the WSC shall be addressed:

Kingsland Water Supply Corporation  
 1422 West Drive P.O. Box 73  
 Kingsland, Texas 78639 325-388-6611

Any notice mailed to the Developer shall be addressed:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**9. Severability**

The provisions of this Agreement are severable and if any word, phrase, clause, sentence, paragraph, section, or other part of the Agreement or other application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

**10. Entire Agreement**

This Agreement, including any exhibits attached hereto and made a part thereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreement, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

**11. Amendment**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the WSC and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

**12. Governing Law**

This Agreement shall be construed under and in accordance with the laws of the state of Texas and all obligations of the parties are expressly deemed performable in Llano County, Texas.

**13. Venue**

Venue for any suit arising hereunder shall be in Llano County, Texas.

**14. Successors and Assigns**

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

**15. Assignability**

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

**16. Effective Date**

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each party has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

KINGSLAND WATER SUPPLY CORPORATION \_\_\_\_\_

By: Kingsland Water Supply Corporation  
A Non-Profit Water Supply  
Llano County, Kingsland, Texas

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Authorized Signer

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION J.**  
**MISCELLANEOUS SAMPLE TRANSACTION FORMS**

# KINGSLAND WATER SUPPLY CORPORATION

1422 West Drive  
Office: (325) 388-6611

PO Box 73  
Fax: (325) 388-6135

Kingsland, Texas 78639  
Email: [kwscmail@kingslandwater.org](mailto:kwscmail@kingslandwater.org)

## BILLING AGREEMENT FOR RENTAL ACCOUNTS

	x-Required Information from Owner	x-Required Information from Renter
PROPERTY OWNER INFORMATION (REQUIRED)	OWNER'S NAME: _____	ACCT. #: _____
	<b>PROPERTY OWNER'S CURRENT CONTACT ADDRESS AND PHONE NUMBER:</b>	
	_____	_____
	_____	Phone Number (Required)
	SERVICE ADDRESS: _____	SERV. ID#: _____
	MOVE IN DATE: _____	
<b>PLEASE NOTE: We must be notified when a tenant moves out. This is to generate a final bill for the tenant and put the account back in the legal property owner's name.</b>		
PROPERTY OWNER INFORMATION (REQUIRED)	<b>x _____ (owner initials required) I understand that as legal property owner, the account will remain in my name, and I am responsible for the water bill should it become delinquent. As the property owner, I am always allowed to check the status of the account at any given time; however, I realize I will not receive a copy of the bill. It is my (the property owner's) responsibility to notify KWSC should the billing address need to be changed at a later date</b>	
	Property Owner's Signature _____	Date _____
RENTER INFORMATION (REQUIRED)	<b>x _____ (owner initials required) I hereby authorize Kingsland Water Supply Corporation to send all billings on my account to the person(s) and address below until further written notice:</b>	
	<b>PLEASE INITIAL IF YOU WOULD LIKE TO RECEIVE: _____ E-BILL _____ BILL CARD OR _____ BOTH</b> <b>***RENTER IS REQUIRED PER KWSC TARIFF TO PAY \$100 TRANSFER FEE****</b>	
	Renter's Name _____	Renter's Spouse or Joint Account Name _____
	Renter's Mailing Address (Street/PO Box) _____	Renter's Account Number (For office use) _____
	City/State/Zip Code _____	Renter's Email Address _____
	Renter's Phone Number _____	Renter's Signature _____
	Renter's Driver's License Number _____	DL Issuing State _____
<b>(*Renter: Please check that all your information is correct.)</b>		