

Becker-Jiba

Water Supply Corporation

15269 FM 2860

Kaufman, Texas 75142-7923

903-498-3592

www.beckerjibawsc.com

Tariff

Adopted: 01-21-2016

Revised October 2018

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RESOLUTIONS

THE BOARD OF DIRECTORS OF BECKER-JIBA WATER SUPPLY CORPORATION
ESTABLISHES THAT:

1. This Tariff of the Becker-Jiba Water Supply Corporation, serving in Kaufman consisting of Sections A. through K. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of February 17, 2016.
2. Only those preexisting written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.
3. The adoption (or revisions) of this tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been adopted (revised) in compliance in Open Meeting in compliance with the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this _____ day of _____, 20__.

President Becker-Jiba Water Supply Corporation

SEAL

ATTEST:

Secretary, Becker-Jiba Water Supply Corporation

STATEMENTS

1. **Organization.** The Becker-Jiba Water Supply Corporation (“BJWSC”) 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 and or sewer utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of BJWSC.
2. **Non-Discrimination Policy.** Membership in BJWSC 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 and *or* sewer services provided by the Becker-Jiba Water Supply Corporation. Failure on the part of the Member, Consumer, or Applicant to observe these policies, rules and regulations gives BJWSC 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 BJWSC.
4. **Corporation Bylaws.** The BJWSC Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of BJWSC. The bylaws are on file at the BJWSC’s office.
5. **Fire Protection Responsibility.** The BJWSC generally does not provide nor imply that fire protection is available throughout the distribution system, except where expressly required by Municipal or County Ordinance or Fire Code, or agreed to by BJWSC. All hydrants will be placed on 6” or larger mains. All hydrants and 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 BJWSC to supply water for use in fire suppression. BJWSC reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by BJWSC, 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. Hydrants that are required to be installed per a Municipality or County requirement will be installed per the spacing requirements within the current edition of the International Fire Code utilized by that authority having jurisdiction. Fire Flow is defined as a flow of at least 250 GPM. Fill only type Hydrants or risers shall have their caps painted white. (Fire Flows may be achieved through water mains for fire loops with adequate infrastructure. In those cases where a “Member” request installation of a Fire Hydrant or Fire Loop for the purpose of providing water for firefighting, the “Member” shall pay the costs of the infrastructure and appurtenances necessary to provide water flows for firefighting.)
6. **Damage Liability.** BJWSC is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limits of liability of BJWSC is 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 BJWSC shall be kept in the BJWSC office at 15269 FM 2860, Kaufman, Kaufman County, Texas. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act. **In no event and under no circumstances shall the BJWSC disclose the Driver's License Number of any member or customer to any person other than an employee of BJWSC.** 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 BJWSC 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 BJWSC's voting members, or their agents or attorneys, in connection with a meeting of BJWSC's members. BJWSC shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.
8. **Grievance Procedures.** Any Member of BJWSC or individual demonstrating an interest under the policies of this Tariff in becoming a Member of BJWSC shall have an opportunity to voice concerns or grievances to BJWSC by the following means and procedures:
- By presentation of concerns to BJWSC's manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
 - By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
 - The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
 - Any charges or fees contested as a part of the complaint in review by BJWSC under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.
9. **Customer Service Inspections.** BJWSC 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 BJWSC 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. 23.)
10. **Submetering Responsibility.** Submetering and Non-Submetering by Master Metered Accounts may be allowed in BJWSC's water distribution system provided the Master Metered Account customer complies with the Public Utility Commission of Texas, Chapter 24 Subchapter H, rules pertaining to Submetering. BJWSC has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered customers of BJWSC. 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 Texas Commission on Environmental Quality.

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

- a. See if they have registered with the PUCT, (Texas Water Code Chapter 13 Subchapter M.).
 - b. 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 PUCT to be a separate Public Water System and will be required to comply with all PUCT regulations.
 - c. 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 PUCT. (Texas Water Code Section 13.252 and 16 TAC Section 24.)
11. ***Voluntary Contributions Policy.*** BJWSC's Board of Directors has not approved nor set up guidelines for accepting Voluntary Contributions on Behalf of Emergency Service Providers in our service area. This policy may be adopted in the future. References Texas Water Code Section 13.143 Section 67.017(See Voluntary Contributions Policy in Miscellaneous Section.)
12. ***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. Any extension of a member's water service to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

DEFINITIONS

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

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

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

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

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

Certificate of Convenience and Necessity (CCN) – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for BJWSC to provide water utility service within a defined territory. BJWSC has been issued Certificate Number 10820. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Certificated Service Area Map)

BJWSC – The Becker-Jiba Water Supply Corporation. (Section B. 1 of this Tariff)

Developer – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests two (2) or more water or sewer service connections on a single contiguous tract of land [as defined in Section 13.2502 (e)(1) of the Texas Water Code].

Disconnection of Service – The discontinuance of water service by BJWSC to a Member/Customer.

Easement – A private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable) for both service to an Applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. (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 BJWSC of BJWSC's facilities capacity that have been made previously by existing Members. This fee shall be assessed prior to providing or reserving service 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. The Becker-Jiba 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. BJWSC may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by BJWSC.

Gallage Charge – The amount of metered water in gallons charged.

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

Indication of Interest Fee – A fee paid by a potential Member of BJWSC 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))

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

Member – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in BJWSC and who is a record owner of the property served, that has qualified for service and been certified as a member in accordance with BJWSC's Tariff. (Texas Water Code Section 13.002(11), Texas Water Code Section 67.016(d))

Membership Certificate - A non-interest bearing stock or right of participation purchased from BJWSC evidencing a Member's interest in BJWSC. (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 BJWSC assigned to the real estate designated to receive service. The membership fee shall be refundable upon termination of service and surrendering the Membership certificate. The membership fee cannot be more than 12 times the minimum monthly base rate. (16 TAC Section 24.3 (26) Definitions, Texas Water Code Section 13.043(g))

Proof of Ownership – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate to be served by deed of trust, warranty deed, or other recorded documentation. (Texas Water Code Section 67.016(d))

Public Utility Commission (PUC) – The Public Utility Commission of Texas regulates the state's electric, telecommunication, and water and sewer utilities, implements respective legislation, and offers customer assistance in resolving consumer complaints.

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 anywhere 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. 6. b.)

Seasonal Reconnect Fee – The fee charged for resumption of service at a location where the member has voluntarily suspended service, in a written request, for a period of time not exceeding nine months within a twelve month period. The fee is based on the total months for which service is suspended multiplied by the amount of the monthly minimum fee BJWSC charges active customers.

Service Application and Agreement – A written agreement between the Member/Applicant and BJWSC 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 Tariff Section G. 1.)

Service Unit – The base unit of service used in facilities design and rate making. For the purpose of this Tariff, a service unit is a 5/8" X 3/4" water meter. (See Tariff Section G. 7. a.)

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

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

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

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 BJWSC office and as required by law at the State office of the TCEQ. A copy of the Tariff is available via email or to pick up at the office for existing Members or will be mailed if requested in writing, a charge will be added to the Members account for copying and postage charges.

Temporary Service – The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification. This classification will change to permanent service after requirements in (Tariff Section E. (1)(2)(3)) , are met. Applicant must have paid an Indication of Interest Fee.

Texas Commission on Environmental Quality (TCEQ) – State regulatory agency having jurisdiction of water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Non-Profit Water and Sewer Service Corporations.

Transferee – An Applicant receiving a Becker-Jiba WSC Membership by legal means from a person or entity 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 BJWSC. (Texas Water Code, Section 67.016)

Usage – Number of gallons based on the meter reading.

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)).

GEOGRAPHIC AREA SERVED

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)

To Provide (Water) Service under Texas Water Code,
Public Utility Commission of Texas Substantive Rules

Certificate No. 10820

I. Certificate Holder:

Name: Becker-Jiba Water Supply Corporation
Address: 15269 FM 2860
Kaufman, Texas 75142

II. General Description and Location of Service Area:

BEGINNING at a point 300 feet northwest of the intersection of the centerline of U.S. Highway 175 and State Highway 34, said point lying in the centerline of U.S. Highway 175;
THENCE due east 6,440 feet, more or less, to a point, said point lying in the centerline of F.M. Road 1836 and also being S 45 °00'E 700 feet from the southeast corner of the Kaufman City limits;
THENCE due east 45 °00'E 9,500 feet, more or less, and parallel to F.M. Road 1936 to a point, said point being the intersection of the centerline of F. M. Road 1836 and a County road;
THENCE due east 3,8,230 feet, more or less, to a point, said point being perpendicular to and due east of F.M. Road 2515, 10,6090 feet;
THENCE due South 38,000 feet, more or less, and parallel to F.M. Road 2515, said point intersecting a private road and also being perpendicular to and due west of F.M. Road 90, 10,6090 feet;
THENCE due west 25,350 feet, more or less, and parallel to F.M- Road 1391, said point interesting F.M. Road 1895 and northeast corner of Kemp's city limits;
THENCE continuing in a northwesterly direction along Kemp's city limits; 4,220 feet, more or less, to a point, said point being the northwest corner of Kemp's city limits and also being the intersection of U. S Highway 175 and a County road;
THENCE due west 9,500 feet, more or less, and parallel to F.M. Road 148, said point being the intersection of a petroleum products line and a transmission line and lying in a county road;
THENCE N 30 °00' W 22,180 feet, more or less, to a point, said point lying on longitudinal line 32 °30' and also being perpendicular to and due east of latitude line 96 20' 8,450 feet;
THENCE due north 27,350 feet, more or less, to the point of beginning.

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map, WRS-255, maintained in the offices of the Texas Commission on Environmental Quality, 12011 Park 35 Circle, Austin, Texas with all attendant privileges and obligations.

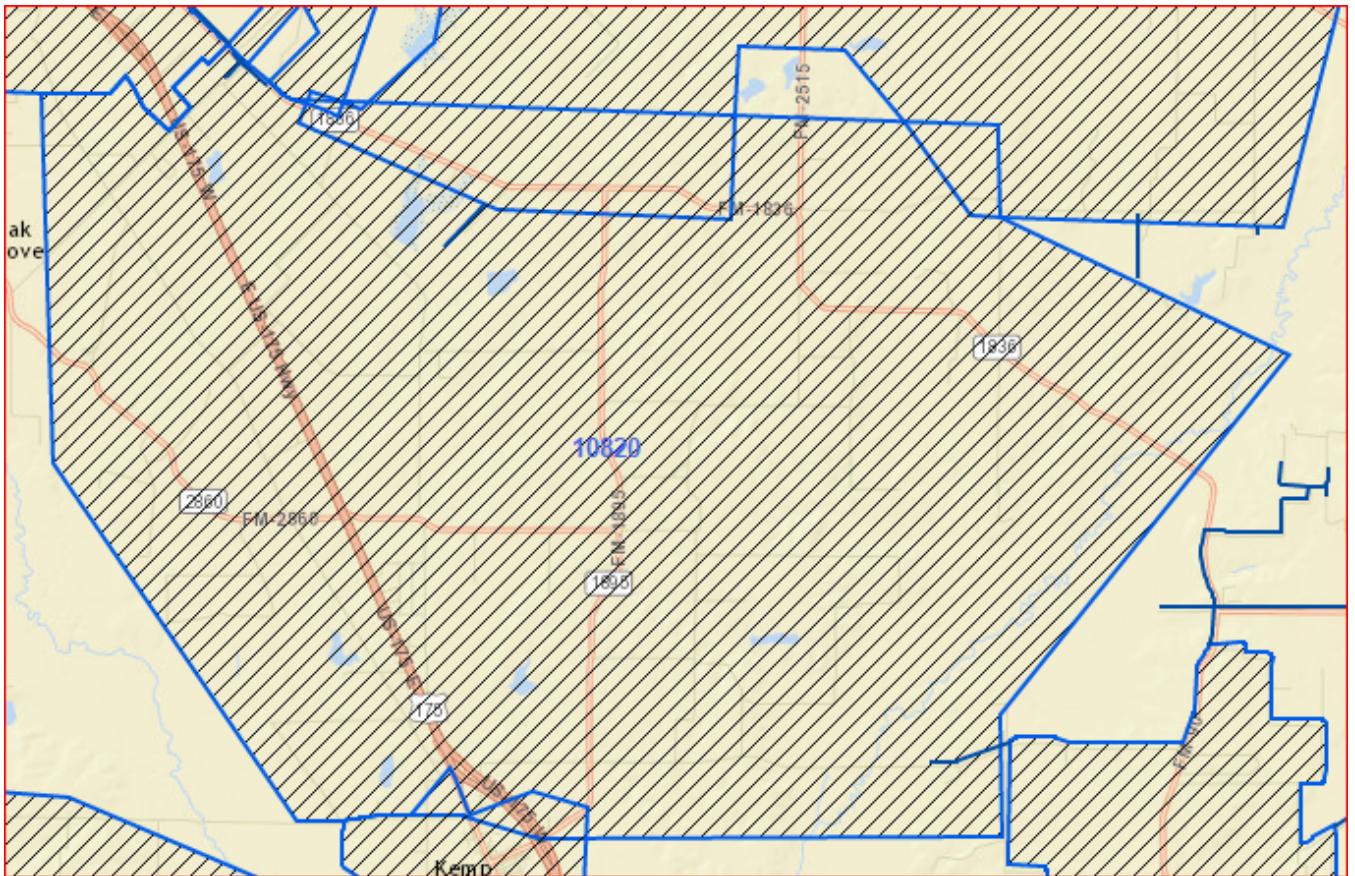
This certificate is issued under Application No. 30999-C and subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Dated: November 1, 1979

ATTEST: _____

Philip F. Ricketts
For the Commission

MAP OF CCN AREA



SERVICE RULES AND REGULATIONS

1. **Service Entitlement.** The Applicant(s) shall be considered qualified and entitled to water 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 and all the membership documents have been returned as prescribed. (16 PUC 24.85(a))

2. **Service Location and Classification.** For the purposes of this Tariff, service requested by the Applicant(s) shall be for real estate designated to receive the service provided by BJWSC. Service shall be through a meter or sewer tap located on that designated real estate unless otherwise approved by the board. Service shall be divided into the following two classes:
 - a. **Standard Service** is defined as service on a specific property designated to receive service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4" or 3/4" sized water meter services set on existing pipelines.
 - b. **Non-Standard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account (see E 8 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.

3. **Service Requirements.** BJWSC'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. 01/09))
 - a. A Right-of-Way Easement Form, required by BJWSC, must be completed by the Applicant for the purpose of allowing future facility additions. (See Sample Application - RUS-TX Bulletin 1780-9 (Rev. 01/09), 16 TAC 24.85(d)(3)) **NOTE:** This requirement may be delayed for Non-Standard Service requests.
 - b. The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to BJWSC. 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 (e), and 13.002 (11)). The meter will not be relocated from the property designated to receive service.
 - c. On the request by the property owner or owner's authorized agent, BJWSC shall install individual meters owned by BJWSC in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless BJWSC determines that installation of individual meters is not feasible. If BJWSC 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 as designed by BJWSC's engineer. BJWSC 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.

- d. Notice of application approval and costs of service determined by BJWSC 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 PUC 24.81(a)(1)).
- e. If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to BJWSC for the purpose of installing the water main and appurtenances, and BJWSC has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant easement 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 for BJWSC's system-wide service.

- 4. ***Line Extension Reimbursement.*** – An approved Applicant may have to pay on a prorated basis a line reimbursement fee to BJWSC for the purpose of reimbursing a member or other party that made the capital outlay to extend service to that area.
- 5. ***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 BJWSC upon installation, and shall be maintained by the water system only.
- 6. ***Requirements for Mandatory Sewer Connection. Does not apply.***
- 7. ***Activation of Standard Service.***
 - a. **New Tap** – BJWSC shall charge a non-refundable service installation fee as required under Section G of this tariff. The service installation fee shall be quoted in writing to the Applicant. Any debt owed to BJWSC and all fees shall be paid or a deferred payment contract signed in advance of installation. (16 PUC 24.86 (a)(1)(A))
 - b. **Re-Service** – On property where service previously existed, BJWSC shall charge the Membership Fee (where the Membership Fee has been liquidated or refunded), reconnection costs, any debt owed to BJWSC 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 BJWSC shall be completed by BJWSC staff or designated representative after all application requirements have been met. The tap for a standard service request shall be completed within five (5) working days whenever practicable, but not later than 10 working days. This time may be extended for installation of equipment for Non-Standard Service Request. (See Section F)
 - d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved backflow prevention

device required by the Corporation. (30 TAC 290.46(j); Section I: Service Application and Agreement)

- 8 **Activation of Non-Standard Service.** Activation of Non-Standard Service shall be conducted as prescribed by terms of Section F of this Tariff.
- 9 **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.
10. **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 Certificate** - Upon qualification for service, qualification for Membership, payment of the required fees, and any debt owed to BJWSC, BJWSC shall certify the Applicant as a Member, and shall issue a Membership Certificate to the Applicant. The Membership certificate provides proof of Membership in BJWSC and shall entitle the Member to one (1) connection to BJWSC’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 BJWSC’s Members at any Annual or Special Membership Meeting of BJWSC as prescribed by BJWSC Bylaws. A copy of each Membership Certificate shall be held on file in the Corporation Office. 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 BJWSC 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 Certificate) 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. (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 BJWSC 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 BJWSC; 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 10 c. (1) of this Section, such transfer shall not be completed or recorded on the books and records of BJWSC until such time as the transferor has provided satisfactory evidence to BJWSC of such transfer. A transfer of Membership shall be considered a new application for service and is not binding on BJWSC 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 BJWSC and shall be recorded on the books and records of BJWSC only upon the following terms and conditions:
 - (a) The Transferee has completed the required Application Packet including granting BJWSC with a private utility easement on the form provided by BJWSC;
 - (b) The membership has not been fully or partially liquidated;
 - (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 BJWSC will give the transferee written notice of (10) ten additional days to produce completed documentation to BJWSC office. Service will be disconnected on the day following the 10th day according to disconnection with notice requirements. Additional time may be allowed at the directions of the manager or board.
- d. **Cancellation of Membership** – To keep a Membership in good standing, a Base Rate must be paid monthly to BJWSC, whether or not water is used. Failure to pay this monthly charge to BJWSC 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 Certificate, properly endorsed/ documented, to BJWSC. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership Certificate 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 BJWSC. 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, BJWSC may

- liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due BJWSC, provided proper notice has been given (see Tariff Section E, Subsection 18.). BJWSC shall collect any remaining account balances by initiation of legal action. Reinstatement 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** – BJWSC may cancel a Membership anytime a Member fails to comply with policies of BJWSC, 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) BJWSC, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water service is requested (Texas Water Code Section 67.016). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.
 - 2) BJWSC shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or non-judicial foreclosure. BJWSC will require proof of ownership resulting from the foreclosure and compliance with BJWSC'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, BJWSC may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property and it is not feasible for the mortgage institution to be the Member.
- h. **Mortgaging of Memberships** – Nothing herein shall preclude a Member from mortgaging his/her Membership. However, notification to the holder of any security interest (mortgagee/lien-holder) of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement. Prior to the cancellation of any Membership as provided under Subsection E 10.d. (Cancellation of Membership), BJWSC 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. BJWSC 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. BJWSC 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, BJWSC may require the posting of a deposit or other form of security, acceptable to BJWSC, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding (12) twelve months. BJWSC shall not require the payment of any security prior to the expiration of (20) twenty

days following the date on which the petition is filed. Failure to provide this security by the date specified by BJWSC 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** – BJWSC shall transfer the membership to a spouse (or joint tenant) who has been awarded the property designated to receive service. BJWSC 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.
- k. **Changes to Membership Accounts.** To comply with confidentiality rules any changes made to the Membership accounts must be by signed written request from the record owner of the Membership. This includes but is not limited to change of address requests. In addition the status of the account will not be discussed except with the record owner(s) of the account unless there is a signed authorization on file from the membership owner designating a person authorized to discuss the account.

11. **Owners 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 BJWSC. The membership for rental or leased properties shall be in the name of the owner of the property as required by this Tariff. BJWSC 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 including any damage to BJWSC property. The owner shall be required to sign an Alternate Billing Agreement if the owner requests that the tenant be billed for utility service. The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. BJWSC will notify the Member of the renter's past due payment will be subject to a service charge.

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

12. **Denial of Service.** BJWSC 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 BJWSC.
 - c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of BJWSC upon connection.
 - d. Failure of Applicant or Transferee to provide representatives or employees of BJWSC reasonable access to property, for which service has been requested.
 - e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant.
 - f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of BJWSC, 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 BJWSC 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.)

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

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

- a. Delinquency in payment for service by a previous member or occupant of the premises to be served;
- b. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six (6) months prior to the date of application;
- c. Violation of BJWSC'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 BJWSC 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.

15. Deferred Payment Agreement. BJWSC 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 BJWSC, including any Late Penalty Fees or interest on the monthly balance to be determined as per agreement. Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued. BJWSC 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 BJWSC shall notify the owner/member of the deferred payment agreement.

16. Charge Distribution and Payment Application.

- a. **The Base Rate** is for the billing period from the 25th day of the month to the 25th 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 25th

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 BJWSC'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:** BJWSC will accept the following forms of payment: cash, personal check, cashier's check, money order, credit card, automatic debit on customer's bank account. BJWSC will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to BJWSC. BJWSC reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins.

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

- a. BJWSC shall mail all bills on or about the 25th 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. All payments for the water bills shall be made by mail to: The First National Bank of Kemp, P O Box 587, Kemp, Texas 75143, or, in person at the bank located at 100 South State Highway 274 in Kemp, Texas. **Payments shall be made on the 10th before the bank closes to avoid being charged a late charge. For all disputed payment deadlines, the date stamped on the deposit slip or receipt provided by the bank will determine the payment date.** All the terms and conditions are printed on the bill. **No late notice will be sent.** 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 Bank is open for business after said weekend or holiday.
- b. The board of directors or general manager may elect to not charge a late fee or disconnect fee in accordance with this Tariff during or after the occurrence of a natural disaster or other incident that impacts the property of members or interrupts the management and operation of the system.
- c. Upon written signed request from the **Member**, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from BJWSC shall receive extension of the past due date, without penalty. The extension shall not exceed (10) ten days beyond the usual (15) fifteen-day payment period for a total of no more than (25) twenty-five days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Texas Utilities Code Sections 182.001 - 182.005)
- 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.

18. **Rules for Disconnection of Service.** The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, BJWSC may only discontinue service for the reasons set forth in this Section. For the purposes of disconnecting sewer service under these policies, water service will be terminated in lieu of disconnecting sewer service. In instances of nonpayment of sewer service or other violations by a Member who is not a water customer, BJWSC has the option to disconnect the sewer tap or take other appropriate actions.

- a. **Disconnection with Notice** – Water utility service may be disconnected for any of the following reasons after proper notification has been given.
- 1) 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 bad credit risk by BJWSC. 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, or failure to comply with the terms of a deferred payment agreement (Miscellaneous Transaction Forms);
 - 3) Violation of BJWSC’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 BJWSC’s Service Agreement, Tariff (including, where appropriate, Section H), Bylaws, or Special Contract provided that BJWSC 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 BJWSC.
 - 7) Failure of Member to re-apply for service upon notification by BJWSC 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/LEESSEES.)
 - 9) Failure to pay charges arising from service trip fee as defined in Section G15., meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading.

- 10) Failure by a Member to pay for all repair or replacement costs resulting from the Member damaging system facilities including, but not limited to water 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. BJWSC 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 BJWSC 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, BJWSC may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. BJWSC 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 BJWSC's water system by the installation of a backflow prevention device.
 - 2) A line leak on the member's side of the meter is considered a potential hazardous condition under b 1. If BJWSC 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 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 BJWSC'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 BJWSC, unless an agreement exists between the Applicant and BJWSC

- 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 under billing occurring due to any misapplication of rates more than six (6) months prior to the current billing;
 - 4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
 - 5) Failure of the Member to pay charges arising from an under billing due to any faulty metering, unless the meter has been tampered with or unless such under billing charges are due under the Inoperative Meters 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 BJWSC 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 BJWSC are not available to the public for the purpose of making collections and reconnecting service.
- e. **Disconnection Due to Utility Abandonment** – BJWSC 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 Texas Commission on Environmental Quality.
- f. **Disconnection for Ill Customers** – BJWSC 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 BJWSC 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. BJWSC 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) BJWSC 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, BJWSC 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 BJWSC for any delinquent bill in behalf of the owner to avert disconnection or to reconnect service to the complex.

- h. **Disconnection of Temporary Service** – When an applicant with 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.
19. **Billing Cycle Changes.** BJWSC 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 BJWSC.
20. **Back-billing.** BJWSC may back-bill a Member for up to four (4) years (48 months) for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Member's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service. Back billing shall not extend beyond current Membership except in cases involving the transfer of a Membership conditioned upon payment of delinquent obligations by the Transferee, as provided in Section E. Subsection 10 c. 2).
21. **Disputed Bills.** In the event of a dispute between the Member and BJWSC regarding any bill, BJWSC 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 BJWSC, in writing, prior to the due date posted on said bill except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided under Subsection 10. c. 2).
22. **Inoperative Meters.** Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, BJWSC shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.
23. **Bill Adjustment.**
- a. **Due to Meter Error.** BJWSC shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months but not extending beyond current Membership except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided under Subsection 10 c 3). The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test.
 - b. **Due to Estimated Billing.** If BJWSC has estimated usage because BJWSC is unable to access the meter due to circumstances beyond BJWSC's control, such as a natural disaster; or because access is hindered or denied by a Member, BJWSC shall adjust the bill once access has been regained and actual usage is determined.
 - c. **Bill Adjustment Due To Leak.** Upon request for a leak adjustment, the following policy shall be followed.

- 1) The leak must be repaired within a reasonable amount of time and must be verified by BJWSC personnel prior to repair. If leak occurs while office is closed, leak must be repaired but area must be left uncovered until the next business working day and the office must be contacted for repair verification. Damage caused by negligence, vandalism, or anything other than Mother Nature will not qualify for a leak adjustment.
- 2) The Member/users bill must be at least one double the average bill for the last twelve (12) Months. The average Gallons usage for the last 12 months including the month(s) with the leak, plus 8,000 gallons will be charged at the regular price. Any usage over this amount will be billed at the first tier per thousand-gallon rate. **A signed request form, from the Member, is required to obtain an adjustment.**
- 3) A late charge will be added to the bill if not paid by for the Member/user if the bill is not paid on time.
- 4) BJWSC will consider such bill adjustment only one (1) time each twelve (12) months per Membership meter, and only if the aforementioned conditions apply.

24. Meter Tampering, diversion and Damage to Property.

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

The burden of proof of Tampering is on BJWSC. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by BJWSC’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 BJWSC 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 BJWSC determines under subsection (a) that Tampering has occurred, BJWSC shall disconnect service without notice as set forth in E.18.b and charge the member the total actual loss to BJWSC, including the cost of repairs, replacement of damaged facilities, and lost water revenues.
- c. A person who otherwise destroys, defaces, damages or interferes with BJWSC property will be charged the total actual loss to BJWSC including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues. BJWSC also will prosecute the offending party to the extent allowed under law pursuant to Texas Water Code Section 49.228 and other applicable laws.

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

- 25. *Meter Relocation.*** Relocation of services shall be allowed by BJWSC 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 BJWSC; and
 - c. The Member pays the actual cost of relocation plus administrative fees.
- 26 *Prohibition of Multiple Connections To A Single Tap.***
- a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter. BJWSC may consider allowing an apartment building or mobile home/RV park to apply as a “Master Metered Account” and have a single meter (See Section E 27.) If BJWSC has sufficient reason to believe a Multiple Connection exists, BJWSC shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with E 18. b. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 01/09))
 - b. For purposes of this section, the following definitions shall apply:
 - 1) A “multiple connection” is the connection to any portion of a member’s water system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be 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. BJWSC 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 meter installation and membership be purchased. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The member must submit a written request to the corporation’s business office at least five (5) business days prior to sharing corporation water with a visitor. BJWSC has the right to refuse or deny the shared usage for any reason. BJWSC 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.

- 27. *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 BJWSC 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 TCEQ rules, this Tariff and applicable law. BJWSC may allow master metering and/or non-standard service to these facilities at an Applicant’s request.
- 28. *Member’s Responsibility.***
- a. The Member shall provide access to the meter location as per the easement and service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
 - b. The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.
 - 1) All water connections shall be designed to ensure against on-site sewage contamination, back-flow or siphonage into BJWSC’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 8.0% 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 BJWSC’s facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.46)
 - c. 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.
 - d. 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.
 - e. BJWSC’s ownership and maintenance responsibility of water supply and metering equipment shall end at the meter or other service equipment as installed at the discretion of the Operation’s Manager. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by BJWSC shall be subject to charges as determined by BJWSC’s Tariff as amended from time to time by the Board of Directors.
 - f. BJWSC shall require each Member to have a functional cut-off valve within 12” 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. This valve shall be no more

than 12 (twelve) inches from the outlet side of the meter box. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of BJWSC's meter stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to charges as described in Section G. (This cut-off valve will be installed as a part of the original meter installation by BJWSC.)

- g. The member is required to notify the system (48) forty-eight hours prior to digging or excavation activities along or near water lines and appurtenances.

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 BJWSC'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 BJWSC. The Applicant must be the same person or entity that is authorized to enter into a contract with BJWSC 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 BJWSC 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 3/4" diameter and service lines exceeding (6) six feet. Non-residential or residential service applications requiring a larger sized meter typically will be considered non-standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when BJWSC extends its indebtedness. The Board of Directors of BJWSC 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 BJWSC will process Non-Standard Service Requests. The specific terms and conditions pursuant to which BJWSC 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 BJWSC 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 BJWSC:
 - a. The Applicant shall provide BJWSC 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 Tariff Definition Section- Final Plat) approved by BJWSC must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control,

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

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

- c. A Non-Standard Service Investigation Fee shall be paid to BJWSC in accordance with the requirements of Section G of this Tariff for purposes of paying initial administrative, legal, and engineering fees. BJWSC 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 BJWSC, the Applicant shall pay to BJWSC upon BJWSC's request all additional expenses that have been, or will be incurred by BJWSC and BJWSC 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, BJWSC determines that the Applicant's service request is for property located, in whole or in part, outside the area described in BJWSC's Certificate of Convenience and Necessity, 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 Certificate of Convenience and Necessity; and
 - 3) BJWSC's Certificate of Convenience and Necessity shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by BJWSC 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 BJWSC's Certificate of Convenience and Necessity, BJWSC 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 legal, surveying and engineering fees incurred by BJWSC in securing the amendment).

4. **Design.** BJWSC 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. BJWSC'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 BJWSC'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 Tariff Section F 3.
- c. The engineer shall submit to BJWSC a set of detailed plans, specifications, and cost estimates for the project.
- d. BJWSC'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 an application for service. BJWSC requires a minimum water main of 6" SDR-21, unless otherwise approved by the Engineer. BJWSC reserves the right to upgrade design of service facilities to meet future demands provided however, that BJWSC 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. BJWSC's engineer will determine the fireflow design for any non-standard service request, including new subdivisions, based on density, type of structure, and other factors. Section F

- 5. *Non-Standard Service Contract.*** Applicants requesting or requiring Non-Standard Service **may** be requested to execute a written contract, drawn up by BJWSC's Attorney (see example Section I Sample Forms), in addition to submitting BJWSC'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 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 BJWSC'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 BJWSC shall administer the Applicant's project with respect to:
 - 1) Design of the Applicant's service facilities;
 - 2) Securing and qualifying bids;
 - 3) Execution of the Service Contract;
 - 4) Selection of a qualified bidder for construction;
 - 5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
 - 6) Inspecting construction of facilities; and
 - 7) Testing facilities and closing the project.
 - f. Terms by which the Applicant shall indemnify BJWSC from all third party claims or lawsuits in connection with the project.
 - g. Terms by which the Applicant shall dedicate, assign and convey to BJWSC all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds, warranties, and so forth) by which BJWSC 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 BJWSC.
 - 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.*** – BJWSC 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 BJWSC, then BJWSC may refuse to provide service to the Applicant or, in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively BJWSC 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, BJWSC will require that all facilities be uncovered by the Applicant for inspection by BJWSC, require that any facilities not approved by

BJWSC be replaced, and take any other lawful action determined appropriate by the Board of Directors of BJWSC.

7. *Dedication of Water System Extension to WSC.*

- a. Upon proper completion of construction of all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant (the “Facilities”), the Facilities shall become the property of the WSC. The Facilities shall thereafter be owned and maintained by WSC subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Facilities shall be made by the WSC.
- b. Upon transfer of ownership of the Facilities, Applicant shall warrant materials and performance of the Facilities constructed by Applicant for 12 (twelve) months following the date of the transfer.

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

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

- a. 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 including road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including legal and other professional fees and the condemnation award in the event BJWSC secures such private easements or facility sites through eminent domain proceedings.
- b. BJWSC 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 BJWSC) and title to property required for other on-site and off-site facilities.
- c. Easements and facilities sites shall be prepared for the construction of BJWSC’s pipelines and facility installations in accordance with BJWSC’s requirements and at the expense of the Applicant.

9. *Bids For Construction.* – BJWSC’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 BJWSC reserves the right to reject any bid or contractor, BJWSC shall generally award the contract to the lowest qualified bidder in accordance with the following criteria:

- a. The Applicant shall sign the Service Contract noting 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 BJWSC; The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to BJWSC;
- c. The Contractor shall supply favorable references acceptable to BJWSC;

- d. The Contractor shall qualify with BJWSC 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
- e. The Contractor shall provide adequate certificates of insurance as required by BJWSC.

10. *Pre-Payment For Construction and Service.* – After the Applicant has executed the Service Agreement, the Applicant shall pay to BJWSC 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. BJWSC shall, at the expense of the Applicant, inspect the facilities to ensure compliance with BJWSC standards.
- c. Construction plans and specifications shall be strictly adhered to, but BJWSC 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 BJWSC with details concerning access to the property during evaluation of application.
 - c. Applicant shall be notified in writing by BJWSC or designated representative if 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.

- 3. *Service within Subdivisions*** – BJWSC’s obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the nonstandard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by BJWSC under the provisions of this Tariff and specifically the provisions of this Section; if the Applicant fails to pay these costs, BJWSC 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 BJWSC is obligated to provide water service (Texas Water Code Section 13.2502). In addition, BJWSC 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 to 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 PUC 24(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 BJWSC 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 BJWSC 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 BJWSC's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service. 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 30 TAC Section 291.105(a)(2)(A-G). It is important that the Applicant's written request be complete. A complete application by the Applicant should include:

- a) The proposed improvements to be constructed by the Applicant;
- b) A map or plat signed and sealed by a licensed surveyor or registered professional engineer;
- c) The intended land use of the development, including detailed information concerning the types of land uses proposed;
- d) 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;

- e) A schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
- f) 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 BJWSC that he/she may request expedited decertification from the PUC.

Upon payment of the required fees, BJWSC shall review Applicant's service request. If no additional information is required from Applicant, BJWSC will prepare a written report on Applicant's service request, subject to any final approval by BJWSC's governing body (if applicable) which must be completed within the (90) ninety days from the date of application and payment of the required fees. BJWSC'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 BJWSC's initial review of the Applicant's service shows that additional information is needed, BJWSC will notify Applicant of the need for such additional information. Notice of the need for additional information will be made in writing within (30) thirty days of the date BJWSC receives the Applicant payment of the required fees. Applicant should respond to the Corporation's request for additional information within (15) fifteen days of receipt of the Corporation's written request. In any case, the Corporation will provide the written report, including any final approval by BJWSC's Board (if applicable) within (90) ninety days from the date of the **initial** written application and payment of all required fees.

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

3. **Final approval** – Upon final approval by BJWSC 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.

RATES AND SERVICE FEES

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

1. ***Service Investigation Fee.*** BJWSC shall conduct a service investigation for each service application submitted at BJWSC office. An initial determination shall be made by the BJWSC, 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 without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
 - b. All 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 BJWSC'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 BJWSC 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.)

2. ***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 BJWSC. The membership fee cannot be more than (12) twelve times the minimum monthly base rate.
 - a. The Membership Fee for water service is \$200.00 for each service unit.
 - b. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence.

3. ***Easement Fee.*** When BJWSC 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 BJWSC and/or pay all costs incurred by BJWSC in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant. (See Section E 3, Section F 8. b.)

4. ***Installation Fee.*** BJWSC shall charge an installation fee for service as follows:
 - a. **Standard Service** shall include all current labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.

- b. **Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by BJWSC under the rules of Section F of this Tariff.
- c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E 3e of this Tariff.

5. **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 of BJWSC’s facilities capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per-service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production. The formula applied to such fee calculated annually after receipt of the system audit is as follows:

Sample Calculation:

Total Contributions and Assets of BJWSC minus (-)
 Accumulated Depreciation minus (-)
 Outstanding Corporation Debt Principle minus (-)
 Developer Contributions minus (-)
 Grants received divided by
 Total Number of Members / Customers equals = Average Net Equity Buy-In Fee

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

7. **Monthly Charges.**

a. **Base Rate**

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

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	MONTHLY RATE
5/8" X 3/4"	1.0	\$ 32.11
3/4"	1.5	\$ 48.17
1"	2.5	\$ 80.28
1 1/2"	5.0	\$ 160.55
2" TURB	8.0	\$ 256.88
2" CMPD.		\$ 256.88

All other sizes to be quoted upon installation.

- b. **Gallonge Charge** - In addition to the Base Rate, a gallonge charge shall be added at the following rates for usage during any one (1) billing period.
- 1) **Water** -
 - \$ 5.14 per 1, 000 gallons for 0 to 3, 000 gallons
 - \$ 6.64 per 1, 000 gallons for 3, 001 gallons to 6, 000 gallons
 - \$ 8.64 per 1, 000 gallons for 6, 001 gallons to 9, 000 gallons
 - \$ 11.14 per 1, 000 gallons for 9, 001 gallons and over
 - 2) BJWSC 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 service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G. 7. Monthly Charges of this Tariff. (16 PUC 24.76(d))
8. **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 BJWSC’s system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of BJWSC 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)
9. **Late Payment Fee.** A penalty of \$10.00, shall be applied to delinquent bills after the 10th of the month.
- NOTE:** BJWSC cannot charge political subdivisions and state agencies the late payment fee. (Texas Government Code Chapter 2251.021 and Sec. E.16)
10. **Owner Notification Fee.** BJWSC may, at the expense of the Member, notify said Member of a renter/lessee delinquent account status of disconnection of service. The Owner Notification Fee shall be \$5.00 per notification.
11. **Mortgagee/Guarantor Notification Fee.** BJWSC shall assess a fee of \$5.00 for each notification to a Membership lien-holder under agreement prior to Membership cancellation.
12. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to BJWSC 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.

13. **Reconnect Fee.** BJWSC shall charge a fee of \$70.00 for reconnecting service after BJWSC 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.
14. **Seasonal Reconnect Fee** – Base Rate multiplied by the number of months during which service is suspended, not to exceed nine (9) months during any twelve (12) consecutive months.
15. **Service Trip Fee.** BJWSC shall charge a trip fee of \$35.00 for any service call or trip to the Member's tap as a result of a request by the Member or resident for response to damage of BJWSC'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, BJWSC shall charge \$35.00 per employee per hour for each additional hour required. After regular business hours trip fees shall charge \$70.00.
16. **Equipment Damage Fee.** If BJWSC'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 BJWSC actions. This fee shall be charged and paid before service is re-established. If BJWSC'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. If BJWSC's facilities or equipment have been damaged due to negligence or unauthorized use of BJWSC's equipment, right-of-way, or meter shut-off valve, or due to other acts for which BJWSC incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.
17. **Meter Tampering and Damage to Property Penalty.** In addition to the Equipment Damage Fee, BJWSC may charge a penalty for "Tampering" as defined in Section E 24. The penalty will be assessed against the member. The penalty shall not exceed six (6) times the Base Rate.
18. **Customer History Report Fee.** A fee of \$5.00 shall be charged to provide a copy of the Members record of past water purchases in response to a Member's request for such a record.
19. **Datalog Fee.** Upon written notification from the member, a datalog will be performed on the meter. A service trip fee will be charged. Upon completion, an electronic report will be sent to the member. If a hard copy is requested, a fee of \$5.00 will be charged to the member.
20. **Meter Test Fee.** BJWSC shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, current charges shall be imposed on the affected account.
21. **Transfer Fee.** An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay the current Membership fee plus a Transfer Fee of \$50.00 and current filing fees.
22. **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.

23. **Customer Service Inspection Fee.** A fee of \$50.00 plus a service trip fee will be assessed each Applicant before permanent continuous service is provided to new construction.
24. **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 Oct. 2002; *PUC Section 24.76 (c)*)
25. **Additional Assessments.** In the event any federal, state or local government imposes on BJWSC 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.
26. **Other Fees.** All services outside the normal scope of utility operations that BJWSC may be compelled to provide at the request of a customer or Member shall be charged to the recipient based on the cost of providing such service.

DROUGHT CONTINGENCY AND EMERGENCY **WATER DEMAND MANAGEMENT PLAN**

1. Introduction

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

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

The plan will be implemented according to the three stages of water use restrictions as imposed by the Board. Paragraph 4 describes the conditions that will trigger these stages.

The water conservation plan will be implemented as soon as deemed necessary or when the City of Kaufman notifies us that a water conservation plan is put into effect, even if none of the triggers in our plan have been reached. Water conservation will be implemented to the stage the City of Kaufman notifies us North Texas Municipal Utility District has implemented.

2. Public Involvement

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

3. Coordination with Regional Water Planning Group

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

4. Trigger Conditions

The Drought Emergency Management Committee is responsible for monitoring water supply and demand conditions on a monthly basis (or more frequently if conditions warrant) and shall

determine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified triggers are reached. The Committee will monitor monthly operating reports, water supply or storage tank levels and/or rainfall as needed to determine when trigger conditions are reached. The triggering conditions described below take into consideration: the vulnerability of the water source under drought of record conditions, the production, treatment and distribution capacities of the system, and member usage based upon historical patterns.

- a. **Stage I - Mild Condition:** Stage I water allocation measures may be implemented when one or more of the following conditions exist:
 - 1) Water consumption has reached (80) eighty percent of daily maximum supply for three (3) consecutive days.
 - 2) Water supply is reduced to a level that is only (20) twenty percent greater than the average consumption for the previous month.
 - 3) There is an extended period (at least eight (8) weeks) of low rainfall and daily use has risen (20) twenty percent above the use for the same period during the previous year.
- b. **Stage II - Moderate Conditions:** Stage II water allocation measures may be implemented when one of the following conditions exist:
 - 1) Water consumption has reached (90) ninety percent of the amount available for three consecutive days.
 - 2) The water level in any of the water storage tanks cannot be replenished for three (3) consecutive days. Example: The highest recorded water level drops (5) feet or more for (3) consecutive days.
- c. **Stage III - Severe Conditions:** Stage III water allocation measures may be implemented when one of the following five conditions exist:
 - 1) Failure of a major component of the system or an event which reduces the minimum residual pressure in the system below 20 psi for a period of (24) twenty- four hours or longer.
 - 2) Water consumption of (95) ninety-five percent or more of the maximum available for three (3) consecutive days.
 - 3) Water consumption of 100 percent of the maximum available and the water storage levels in the system drop during one 24-hour period.
 - 4) Natural or man-made contamination of the water supply source(s).
 - 5) The declaration of a state of disaster due to drought conditions in a county or counties served by the Corporation.
 - 6) Reduction of wholesale water supply due to drought conditions.
 - 7) Other unforeseen events which could cause imminent health or safety risks to the public.
- d. **Stage IV – Emergency Conditions** Stage IIII may be implemented when any of the following conditions exist. The goal for water use reduction is a reduction of whatever amount is necessary in the amount of water available to the City of Kaufman from North Texas.

5. *Stage Levels of Water Allocations*

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

a. **Stage I - Mild Conditions**

- 1) Request voluntary reduction in water use by Member /users.
- 2) Alternate day, time of day or duration restrictions for outside watering usage allowed. (System will notify users, which restrictions apply). Example of alternate day's watering shown below in c. and d.
- 3) Member/Users with even number address, (ending in 0, 2, 4, 6, 8,) may water Monday and Thursday.
- 4) Member/Users with odd number addresses (ending in 1, 3, 5, 7, 9, may water on Tuesday and Friday.
- 5) The system will reduce flushing operations.
- 6) Increase public education efforts on ways to reduce water use through notices on bills or other method.

b. **Stage II - Moderate Conditions**

Continue or initiate any actions available under stage 1.

- 1) Automatic sprinkler systems shall be set so they may not operate in violation of the rationing requirements. Landscape and lawn Irrigation on alternate day shown in Stage I from 10:00 AM to 6:00 PM only.
- 2) Wait until the current drought has passed before establishing new lawns or plantings.
- 3) No watering Saturday or Sunday.
- 4) The system will reduce flushing operations.
- 5) Encourage water use reduction through notices on bills or other method.
- 6) Violators will be subject to penalties.

c. **Stage III - Severe Conditions**

- 1) The goal is a ten (10) percent reduction in water obtained from the Supplier.
- 2) All outside water use is limited (except for livestock variances), or other exemption or variance granted under this section) to once every two weeks.
- 3) Do not drain and refill swimming pools, normal water loss may be replaced.
- 4) Make public service announcements as conditions change via local media (TV, radio, newspapers, etc.).
- 5) Foundations, new Landscaping, Shrubs, and trees (1 Year old) may be watered for up to two (2) hours on any day by hand held hose, a soaker hose, or a dedicated zone using a drip irrigation system.

d. **Stage IV - Emergency Conditions**

- 1) All outside watering prohibited and the system may also prohibit livestock watering by notice.
- 2) Water use will be restricted to a percentage of each member's prior month usage. The percentage may be adjusted as needed according to demand on the system. Each Member/User will be sent notice of the allowed amount.
- 3) Corporation shall continue enforcement and educational efforts.

NOTE:

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

- Water meters will be read as often as necessary to insure compliance with this program for the benefit of all the customers.

6. *Initiation and Termination Procedures*

Once a trigger condition occurs, the Corporation, or its designated responsible representative, shall, based on recommendation from the Chairperson of the Drought/Emergency Management Committee, decide if the appropriate stage of water use restrictions shall be initiated. The initiation may be delayed if there is a reasonable possibility the water system performance will not be compromised by the condition. If water allocation is to be instituted, written notice to the customers shall be given.

Written notice of the proposed water use restrictions measure shall be mailed or delivered to each affected customer upon the initiation of each stage. Notice may be sent by email only if the customer chooses the option to receive email notices instead of mailed notices and provides a valid email address. In addition, upon adoption of Stage II or Stage III, a notice will be placed in a local newspaper or announced on a local radio or television station. The customer notice shall contain the following information:

- The date water restriction shall begin,
- The expected duration,
- The stage (level) of water allocations to be employed,
- Penalty for violations of the water allocation program, and
- Affected area or areas.

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

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

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

7. *Penalties for Violations*

- First Violation** – Written notification of the specific violation will be mailed to the Member/user with the penalty to be assessed for continued violations.
- Second Violation** – Written notice of the continued specific violation will be mailed to the Member/User and the Corporation will assess a penalty of \$50.00.
- Subsequent Violations**, the Corporation will assess an additional penalty of \$100.00 for violations continuing after the second violation.

- d. **TERMINATION Written** notice of the continued specific violation will be mailed to the Member/User and the Corporation will assess an additional penalty of \$150.00. In addition to the assessed penalty service will be terminated for up to seven (7) days or until any delinquent penalty is fully paid and will charge the \$70.00 turnoff/turn on fee for the service call to turn off and to restore service.

These provisions apply to all Members/Users of the Corporation.

8. *Exemptions or Waivers*

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

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

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the Drought/Emergency Management Committee within five (5) days after the Plan or a particular drought response stage has been invoked or after a condition justifying the variance first occurs. All petitions for variances shall be reviewed by the Committee and shall include the following:

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

9. *Implementation*

The Board shall establish a Conservation Committee by Resolution, the Chairperson, of which will be the responsible representative to make Emergency Water Management actions. This committee should also review the procedures in this plan annually so that modifications can be made to accommodate system growth. The provisions which affect Member/users in this Plan were adopted by the Board, These procedures will be put in effect by two Board Members or the Board's designated representative.

SAMPLE APPLICATION PACKET

Water Supply Corporation Service Application and Agreement Form (USDA RUS-TX Bulletin 1780-9 (Rev. 1-09))

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

Attach PDF Documents for each.