

# **WINKLER WATER SUPPLY CORPORATION TARIFF**

Revised June 18, 2019

## **WINKLER WATER SUPPLY CORPORATION**

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## SECTION A. RESOLUTIONS

THE BOARD OF DIRECTORS OF WINKLER WATER SUPPLY CORPORATION RESOLVES THAT:

1. This revised Tariff of the Winkler Water Supply Corporation (the "Corporation"), serving in Navarro and Freestone Counties, consisting of Sections A through J inclusive, is adopted and enacted as the current regulations and policies of the Corporation effective as of June 18, 2019.
2. Only those pre-existing written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.
3. The adoption (or revisions) of this Tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation, and a copy may be viewed on the Corporation's website. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been adopted (revised) in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code.


APPROVED this the 18th day of June 2019.

**Winkler Water Supply Corporation**

  
 \_\_\_\_\_  
 Glenn Walser, President

  
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 Barbara Kubinski, Director

  
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 Bob Cornish, Vice-President

  
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 Lisa Tynes, Director

  
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 Elizabeth Metcalf, Secretary-Treasurer

## SECTION B. STATEMENTS

1. **Organization.** The Winkler Water Supply Corporation ("Corporation) 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 the Corporation.
2. **Non-Discrimination Policy.** Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.
3. **Policy and Rule Application.** These policies, rules, and regulations apply to the water services provided by the Corporation. Failure on the part of the Member, Consumer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff, as may be amended from time to time by the Board of Directors of the Corporation.
4. **Corporation Bylaws.** The Corporation's Members have adopted Bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The Bylaws are on file at the Corporation's office.
5. **Fire Protection Responsibility.** The Corporation does not provide nor imply that fire protection is available throughout the distribution system except where expressly required by municipal ordinance or agreed to by Corporation. All hydrants or flush valves are for the operation and maintenance of the system and may be used by authorized fire departments in accordance with a contract with the Corporation to supply water for use in fire suppression. The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.
6. **Damage Liability.** The Corporation is not liable for damages caused by service interruptions, events beyond its control, and/or normal system failures. The limit of liability of the Corporation 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 the Corporation shall be kept in the Corporation's office in Streetman, Texas. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act. In no event and under no circumstances shall the Corporation disclose the Social Security Number of any member or customer to any person other than an employee of the Corporation. An individual Member may request in writing that their address, telephone number, and account records be kept confidential. Such confidentiality does not prohibit the utility from disclosing

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

8. ***Customer Notice Provisions.*** The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all customers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
9. ***Grievance Procedures.*** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:
  - a. By presentation of concerns to the Corporation's Manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party, then;
  - b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result;
  - c. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
  - d. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall, be suspended until a satisfactory review and final decision has been made by the Board of Directors.
10. ***Customer Service Inspections.*** The Corporation requires that a Customer Service Inspection Certificate be completed prior to providing continuous water service to new construction and for all new Members as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the Members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. [30 TAC 290.46 (j)] (See Tariff Section G.4.)
11. ***Submetering Responsibility.*** Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution or sewer collection system provided the Master Metered Account Customer complies with the Texas Commission on Environmental Quality Chapter 291 Chapter H rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the tenants. Tenants receiving water under a Master Metered Account are not considered Customers of the Corporation. Any interruption or impairment of

water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding Submetering should be directed to the Public Utilities Commission.

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

- a. See if they have registered with the PUC, (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 PUC to be a separate Public Water System and will be required to comply with all PUC 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 PUC . (Texas Water Code Section 13.252 and 16 TAC Section 291.118)
12. ***Voluntary Contributions Policy.*** The Corporation's board may approve and set up guidelines for accepting Voluntary Contributions on Behalf of Emergency Service Providers in our service area. The policy adopted would set up the guidelines for collection, accounting, and distribution of funds to the respective local Emergency Service Response entities. (Texas Water Code Sections 13.143 & Section 67.017)
13. ***Prohibition Against Resell of Water.*** The meter and/or sewer connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

## SECTION C. DEFINITIONS

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

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

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

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

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

**Bylaws** - The rules pertaining to the governing of the Winkler Water Supply Corporation 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 the Winkler Water Supply Corporation to provide water and/or sewer utility service within a defined territory. The Winkler Water Supply Corporation has been issued Certificate Number 10754. Territory defined in the CCN shall be the Certificated Service Area. (See Section D, Certificated Service Area Map)

**Corporation** - Winkler 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 or sewer service by the Corporation to a Member/Customer.

**Easement** - A private perpetual dedicated right-of-way for the installation of water and/or sewer pipelines and necessary facilities which allows access to property for future operations, 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 Section I: Sample Forms) The easement will be filed in the real property records of the

appropriate county or counties.

**Equity Buy-In Fee** - Each Applicant for new service where a new service tap is necessary shall be required to achieve parity with the contributions to the construction of the assets related to capacity that have been made previously by existing Members. This fee shall be assessed prior to providing or reserving service for non-standard service applicants on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. (See Tariff Section G.6., also See Tariff Section J: Miscellaneous, and Sample Transaction Forms, Calculation of Average Net Equity Buy in Fee).

**Final Plat** - A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water/sewer easements, and location(s) of lakes, streams, or rivers through the property. The Winkler 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 Sub-Division service requests under Section F. the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

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

**Inactive Connection** - Water or wastewater connections tapped to the Applicant's utility and that are not currently receiving service from the utility.

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

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

**Liquidated Membership** - A Membership that has been canceled due to delinquent charges 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 the Corporation and who is a record owner of the property served in an area served by the water supply or sewer service corporation or a person who is granted a membership and who either currently receives or will be eligible to receive water or sewer utility service from the Corporation. The member shall be qualified for service and been certified as a member in accordance with the Corporation's Tariff. (Texas Water Code Section 13.002(11), Texas Water Code Section 67.016(d)).

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



**Membership Fee** - A fee qualified as such under the terms of the Tariff and the Bylaws of the Corporation and assigned to the real estate designated to receive service. The Membership Fee shall be refundable upon termination of service and surrendering the Membership. The membership fee cannot be more than 12 times the minimum monthly base rate [16 TAC Section 24.3(26) Definitions, Texas Water Code Section 13.043(g)].

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

**Public Utility Commission** - State regulatory agency having jurisdiction over water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Non-Profit Water and Sew Service Corporations.

**Proof of Ownership** - For the purpose of this Tariff, applicants for service and membership shall provide proof of ownership of the real estate to be served by deed of trust, warranty deed or other recorded documentation. (See Texas Property Code, Title 3, Chapter 12, Section 12.001 and 12.0011).

**Rural Utilities Service (RUS)** - An agency of the United States Department of Agriculture Rural Development Mission Area that provides loan and grant funds for development of rural water and sewer systems serving communities with a population of less than ten thousand (10,000) people.

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

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

**Service Application and Agreement** - A written agreement between the Member/Applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev.05/17) or 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 F.5. ©, F. 6. (b), and G. 24).

**Service Trip Fee** - A fee charged for any service call or trip to the Member's tap including but not limited to a request by the member or tenant for response to the damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service; or for the purpose of disconnecting or collecting payment of services.

**Service Unit** - The base unit of service used in facilities design and rate making. For the purpose of this Tariff, a service unit is a 5/8" X 3/4" water meter. Sewer facilities are designed and rates are based on the basis of population served or demand. (See Tariff Section G. 7. and G. 12.)

**Subdivide** - To divide the surface area of land into lots or tracts. (Texas Local Government Code Section 232.021(11)).

**Subdivider** – An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (See also, Texas Local Government Code Section 212.012(i)(2) & 232.021(13) Definitions)

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

**Tap Fee** - all current labor and materials necessary to provide individual metered water or wastewater service.

**Tariff** - The operating policies, service rules, service extension policy, service rates, water use restriction policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this Board approved Tariff is on file at the Corporation's office, and as required by law, at the State office of the Public Utilities Commission.

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

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

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

**Transferee** - An Applicant receiving a Winkler Water Supply Corporation Membership by legal means from a Transferor desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff Section E. 19. c., G.26 and Texas Water Code Section 67.016)

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

**Usage** – Amount billed or to be collected based on the meter reading.

1. Actual Usage - Amount billed or to be collected based on actual meter reading.
2. Estimated usage - Amount billed or to be collected based on either the member's historical average usage for the prior month or for the same month of the prior year where data is available. (See Section E. 5.b; See also PUC Rules 16 TAC §24.87(I) regarding estimated bills.

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

**SECTION D.  
GEOGRAPHIC AREA SERVED**

**TEXAS WATER COMMISSION**



**CERTIFICATE OF CONVENIENCE AND NECESSITY**

To Provide Water Service Under V.T.C.A., Water Code  
and Texas Water Commission Substantive Rules

Certificate No. 10754

**I. Certificate Holder:**

Name: Winkler Water Supply Corporation  
Address: Route 1, Box 179  
Streetman, Texas, 75859

**II. General Description and Location of Service Area:**

The area covered by this certificate is located approximately 2 miles north and east of Streetman, Texas on U. S. Highway 75. The service area is generally bounded on the east by Farm to Market Road 488, on the south by Tehuacana Creek, on the west by Tea Color Road and U. S. Highway 75, and on the north by Richland Creek Reservoir in Navarro and Freestone Counties, Texas.

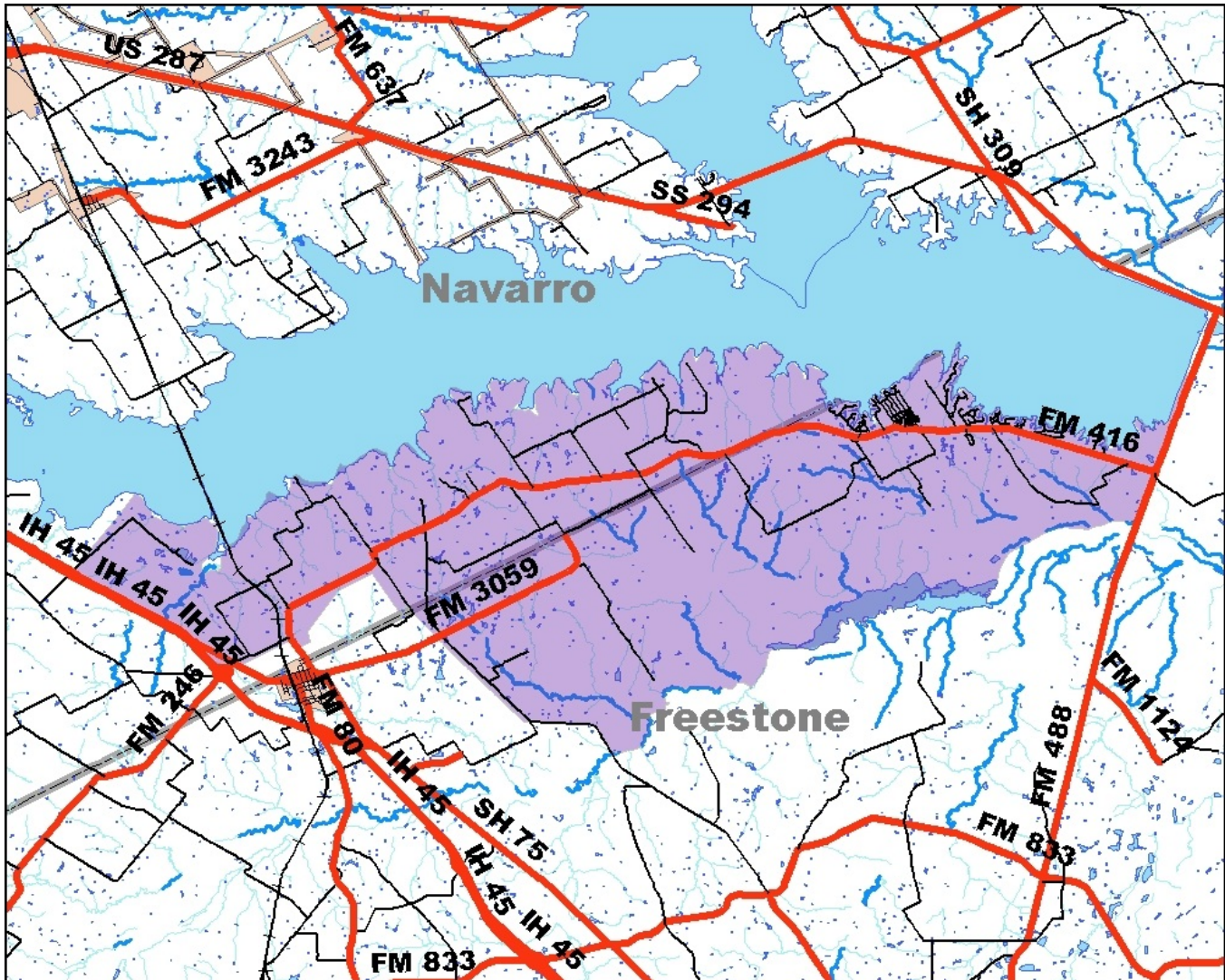
**III. Certificate Maps:**

The certificate holder is authorized to provide water service in the area identified on the Commission's official water service area maps, WRS-82 and WRS-175, maintained in the offices of the Texas Water Commission, 1700 North Congress, Austin, Texas with all attendant privileges and obligations.

This certificate is issued 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 this 6th day of April, 1988

ATTEST: Karen A. Phillips Paul Hopkins  
For the Commission



The Winkler Water Supply Corporation is located in Freestone and Navarro Counties in Texas, as shown by the area shaded in purple in the above map.

The system serves the communities along and to either side of FM 416, including numerous county roads. Generally, the area is bounded by IH 45 on the west, FM 488 on the east, Richland-Chambers Reservoir on the north, and Tehuacana Creek on the south, not including the community of Streetman, TX.

## SECTION E. SERVICE RULES AND REGULATIONS

1. ***Activation of Standard Service.***
  - a. **New Tap** - The Corporation 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 the Corporation and all fees shall be paid or a deferred payment contract signed in advance of installation. (16 TAC 24.86 (a)(1)(A))
  - b. **Re-Service** - On property where service previously existed, the Corporation shall charge the Membership Fee (where the Membership Fee has been liquidated or refunded), reconnection costs, any debt owed to the Corporation if the applicant is the person that previously incurred those charges, and other applicable costs necessary to restore service.
  - c. **Performance of Work** - All tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all application requirements have been met. The Corporation shall endeavor to complete all installations within five (5) working days after approval and receipt of payment of quoted fees. This time may be extended for installation of equipment for Non-Standard Service Request. (16 TAC 24.85 (a)(4), See Section F).
  - d. **Inspection of Customer Service Facilities** - The property of the Applicant/ Member shall be inspected to 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).
2. ***Activation of Non-Standard Service.*** Activation of Non-Standard Service shall be processed as prescribed by terms of Section F of this Tariff.
3. ***Applicant's or Transferee's Recourse.*** In the event the Corporation refuses to serve an Applicant under the provisions of these rules, the Corporation must notify the Applicant, in writing, on the basis of its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.
4. ***Back-billing.*** If a member/customer is undercharged the Corporation may back-bill the member/customer. Back-billing may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in this Tariff (See 16 TAC Section 24.87 (h)). If the underbilling is \$25 or more, the utility shall offer to such member/customer a deferred payment plan option or the same length of time as that of the underbilling.
5. ***Bill Adjustment.***
  - a. **Due to Meter Error** - The Corporation shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a

billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Authorization Form prior to the test. (See Section J Miscellaneous Transaction Forms.)

- b. **Due to Estimated Billing** - If the Corporation has estimated usage because the Corporation is unable to access the meter due to circumstances beyond the Corporation's control, such as a natural disaster; or because access is hindered or denied by a Member, the Corporation shall adjust the bill once access has been regained and actual usage is determined. (See Section E. 20. a.)
6. **Billing Cycle Changes.** The Corporation reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billing shall be sent on the new change date unless otherwise determined by the Corporation.
  7. **Changes in Service Classification.** If at any time the Corporation determines that the Member service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff, (See Section E. 11. a.)
  8. **Charge Distribution and Payment Application.**
    - a. **The Base Rate** is for the billing period from approximately the 25th day of the month to the 25th day of the following month. Charges shall be prorated for meter installations and service terminations falling during the billing period. Billing for this amount shall be mailed on or about the 25th of the month preceding the month for which this charge is due. All accounts 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 hundred (100) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.
    - c. **Posting of Payments** - All payments shall be posted against previous balances and late fees prior to posting against current billings.
    - d. **Forms of Payment** - The Corporation will accept the following forms of payment: cash, personal check, cashier's check, money order, credit card, or draft on bank. All cash transactions must be submitted to the Corporation's office IN PERSON, and a written receipt must be provided to the member. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation will not assess the credit card processing fee associated with Credit Card payments to those customers which make payment by credit card in accordance with consumer laws.
  9. **Deferred Payment Agreement.** The Corporation may offer a deferred payment plan to a Member or rental tenant who cannot pay an outstanding balance in full and is willing to pay the balance in

reasonable installments, as determined by the Corporation, including any Late Penalty Fees or interest on the monthly balance to be determined as per agreement. (See Section J: Miscellaneous Transaction Forms). Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued. The Corporation may consider another deferred payment agreement provided payments will be made by automatic bank draft or credit/debit card. Non-payment of any amount under an additional deferred payment agreement will cause service to be disconnected immediately and service will not be restored until the account is paid in full and all other charges resulting from the disconnection of service are fully paid. In the event the requestor is a tenant of rental property the Corporation shall notify the owner/member of the deferred payment agreement.

10. ***Denial of Service.*** The Corporation may deny service for any of the following reasons:
- a. Failure of the Applicant or Transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges;
  - b. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
  - c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;
  - d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property for which service has been requested;
  - e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's Tariff on file with the state regulatory agency governing the service applied for by the Applicant;
  - f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested;
  - g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided;
  - h. Failure of Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code;
  - i. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service. (Also see Section E 19)
11. ***Disconnection of Service Rules.*** The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section. 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, the Corporation 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) Returned Checks - The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the



date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service (See Miscellaneous Transaction Forms, Notice of Returned Check). Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a twelve (12) month period shall be considered evidence of bad credit risk by the Corporation. The Member in violation shall be placed on a "cash-only" basis for a period of twelve (12) months. NOTE: "Cash-only" means certified check, money order or cash. Cash payments must be submitted to the Corporation's office staff IN PERSON and a written receipt must be provided to the customer.

- 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under Section E 10 i., or failure to comply with the terms of a deferred payment agreement.
- 3) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
- 4) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff (including, where appropriate, Section H), Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within notice specified amount of time after notification;
- 5) Failure to provide access or hindering access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals;
- 6) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation;
- 7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application;
- 8) Failure to pay for sewer utility service or solid waste service provided by a Retail Public Utility pursuant to the Corporation's Agreement with the Retail Public Utility, if any. (See Miscellaneous Transaction Forms for sewer utility service agreement: 16 TAC 24.88(e), (2)).
- 9) Cancellation of Membership by Member on an account that the Member holds for water/sewer service to the Member's renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. (Note: The cancellation of Membership must be in writing and signed by the Member. CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LESSEES.)
- 10) Violation of any applicable regulation or pertaining to on-site sewage disposal

systems if the Corporation has been requested in writing to disconnect service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code.

- 11) Failure to pay charges arising from service trip fee as defined in Section G. 25., meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading.
  - 12) Failure by a Member to pay for all repair or replacement costs resulting from the Member damaging system facilities including, but not limited to water or sewer lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The Corporation will provide the Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.
  - 13) Failure to disconnect or secure additional service tap(s) for an RV or other service connection (See Section E 26) after notification by the Corporation of violation of the Prohibition of Multiple Connections.
- b. **Disconnection Without Notice** - Water utility service may be disconnected without notice for any of the following conditions:
- 1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in Texas Health and Safety Code Sections 341.011 or 343.011. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition. [30 TAC 290.46 (j) and 290.46(j)]. Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.
  - 2) A line leak on the member's side of the meter is considered a potential hazardous condition under Section E. 11. b. 1, as stated above. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.
  - 3) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
  - 4) In instances of tampering with the Corporation's meter/sewer tap or equipment, by-passing the meter or equipment, or other diversion of water or sewer service.

**Note:** Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.

- c. **Disconnection Prohibited** - Utility service may not be disconnected for any of the following reasons:
- 1) Failure of the Member to pay for merchandise or charges for non-utility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of non-utility service as a condition of service;
  - 2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
  - 3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
  - 4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
  - 5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters Section E. 14. of this Tariff;
  - 6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control.
- d. **Disconnection on Holidays and Weekends** - Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.
- e. **Disconnection Due to Utility Abandonment** - The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the PUC.
- f. **Disconnection for ILL Customers** - The Corporation may not discontinue service to a delinquent residential Member or tenant under an alternative billing agreement permanently residing in an individually metered dwelling unit when that Member or tenant establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in accordance with Subsection (a) of this Section if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the Member or tenant enters into a Deferred Payment Agreement (see Section J: Miscellaneous Transaction Forms). The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness as per this subsection.
- g. **Disconnection of Master-Metered Accounts and Non-Standard Sewer Services** - When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling

units), the following shall apply:

- 1) The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
- 2) At least five (5) days after providing notice to the Member and at least five (5) days prior to disconnection, the Corporation shall post a notice, stating "Termination Notice", in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
- 3) The tenants may pay the Corporation for any delinquent bill 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.

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

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

- a. The Corporation shall mail all bills on or about the twenty-fifth (25th) of each month. All bills are considered the responsibility of each person signing the Service Application and Agreement Form and each owner on the property deed. All bills shall be due and payable upon receipt. A bill is delinquent if not received in the Corporation office on or before the 20th of the month following the billing period (allowing approximately twenty-five (25) days to pay), after which time a penalty shall be applied as described in Section G. 10. If the account has not been paid in full by the date the following month's regularly-scheduled bills are mailed, the late customers will receive their bill and a locking notice by priority mail. The locking notice will state that all outstanding charges must be paid on or before the 20th day of the following month (i.e., the regularly-scheduled due date) or locking and unlocking fees shall be applied as described in Section G. The meter will be physically locked in accordance with Section E.11. The time for a payment by a political subdivision may be different than your regular due date (See Texas Government Code 2251.021).
- b. The Corporation understands that there are mitigating circumstances where a bill payment may not be received in the Corporation office by the due date. Upon request by a member to the Corporation office staff, a Late Fee can be waived one (1) time in a twelve (12) consecutive month time frame.
- c. The Board of Directors 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.
- d. Upon written request, any residential Member 60 years of age or older or any residential Member who has children under the age of eighteen (18) years who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive an extension of the past due date, without penalty. The extension shall not exceed ten (10)

days beyond the usual twenty-five (25) day payment period for a total of no more than thirty-five (35) days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Texas Utilities Code Sections 182.001 – 182.005) If this request originates from a tenant at a rental property the owner/member will be notified in writing of any extension request. There may be a fee for such notification to the owner/member.

- e. All insufficient fund checks, accounts closed or money orders that have had a "stop payment order" issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection day.
14. ***Inoperative Meters.*** Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.
  15. ***Insufficient Grounds for Refusal of Service.*** The following shall not constitute sufficient cause for the refusal of service to an Applicant:
    - a. Delinquency in payment for service by a previous member or occupant of the premises to be served;
    - b. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six (6) months prior to the date of application;
    - c. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the Member has first been notified and been afforded reasonable opportunity to comply with said requirements;
    - d. Failure to pay a bill of another member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service;
    - e. Failure to pay the bill of another Member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.
  16. ***Line Extension Reimbursement.*** An approved Applicant may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other party that made the capital outlay to extend service to that area. (See Section J: Miscellaneous Transaction Forms, Line Extension Refund Agreement)
  17. ***Master Metered Account Regulations.*** An apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter as a "master metered account" and complies with the requirements set forth in PUC rules, this Tariff and applicable law. The Corporation may allow master metering and/or non-standard sewer service to these facilities at an Applicant's request. (16 TAC (24.124(e)(1)).
  18. ***Members and Renters.*** Any Member having complied with the requirements of this Tariff, renting or leasing real property designated to receive service according to the terms of this Tariff to other parties, is responsible for all charges due the Corporation. The membership for rental or

leased properties shall be in the name of the Member as required by the Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall be required to sign an Alternate Billing Agreement if the owner requests that the tenant be billed for utility service. (See Section J: Miscellaneous Transaction Forms, Alternate Billing Agreement) The Member shall be responsible for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation may notify the Member of the renter's past due payment status. Such notification may be subject to a service charge. (See Section J; Miscellaneous Transaction Forms, Notice to Owner of Past Due Account.)

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

19. **Membership.**

- a. **Eligibility** - Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership** – Upon qualification for service, qualification for Membership, and payment of the required fees, and any debt owed to the Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation's water and/or sewer utility service and one (1) share of Corporation Stock. The Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's Members at any Annual or Special Members Meeting of the Corporation as prescribed by the Corporation's Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership and Stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code 67.016). **NOTE (1):** In the event that the Corporation is conducting a potential Members survey for indications of interest in future service for the purpose of determining the feasibility of an initial construction or expansion project under RUS guidelines, regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a Membership Fee for Membership purposes (upon issuance of a Membership) if service is ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded, less expenses, within sixty (60) days of the loan closing with the Rural Utilities Service. **NOTE (2):** In the event the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required. (See Section C: Definitions, and Section E.26.)
- c. **Transfers of Membership** (Texas Water Code 67.016) -
  - 1) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:
    - (a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
    - (b) The Membership is transferred without compensation to a person related

- to the Transferor within the second degree by consanguinity; or
      - (c) The Membership is transferred without compensation or by sale to the Corporation; or
      - (d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.
    - 2) In the event that Membership is transferred pursuant to the provisions of Subsection E, 19. c. (1) of this section, such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall be considered a new application for service and is not binding on the Corporation until such transfer has been approved as provided by Subsection 19. c. (3) of this Section.
    - 3) Qualifications for service upon transfer of Membership set forth in Subsection 19. c. (1) and 19. c. (2) of this Section shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:
      - (a) The Transferee has completed the required Application Packet including granting the Corporation with a private utility easement on the form provided by the Corporation;
      - (b) The membership has not been fully or partially liquidated; and
      - (c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.
    - 4) If the application packet and other information is not completed on the day transfer of Membership is requested, the Corporation will give the transferee written notice of ten (10) additional days to produce completed documentation to the Corporation's office. Service will be disconnected on the day following the 10th day according to disconnection with notice requirements. Additional time may be allowed at the discretion of the Manager or Board.
  - d. **Cancellation of Membership** - To keep a Membership in good standing, a Base Rate must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership and 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 Standard Service Section E 1 of this Tariff. (Texas Water Code 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 may be liquidated and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership, the Corporation may liquidate as many of the Member's or Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been

- given (see Tariff Section E Subsection 11. a.). The Corporation shall collect any remaining account balances by initiation of legal action, unless The Board makes a determination that such action will not reasonably result in an economic gain to the Corporation. Re-instatement of service shall be subject to the terms of the Activation of Service, Section E. 1. b. of this Tariff.
- f. **Cancellation Due To Policy Non-Compliance** - The Corporation may cancel a Membership anytime a Member fails to comply with policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property from which the Membership arose. (Texas Water Code 67.016).
- g. **Re-assignment of Canceled Membership** -
- 1) The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that had legal title to the real estate from which the canceled membership arose and for which water or sewer service is requested. (Texas Water Code 67.016). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the Corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.
  - 2) The Corporation shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or non-judicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the Corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package. In the event of foreclosure by mortgage institution, the Corporation may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property and it is not feasible for the mortgage institution to be the Member.
- h. **Mortgaging of Memberships** - Nothing herein shall preclude a Member from mortgaging his/her Membership. However, notification to the holder of any security interest the mortgagee/ lien-holder of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement (See Section J: Miscellaneous and Sample Transactions Forms). Prior to the cancellation of any Membership as provided under Section E. 19. d. (Cancellation of Membership), the Corporation will notify the holder of any security interest in the Membership. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the Membership. The Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings by the holder of the security interest.
- i. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings** - Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless special circumstances require



otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding twelve (12) months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the Disconnection with Notice Provisions of Section E 11. of this Tariff, with a copy of the notice to the bankruptcy Trustee.

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

20. ***Member's Responsibility.***

- a. The Member shall provide access to the meter 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 notification to the Member, then service shall be discontinued and the meter removed with no further notice. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- b. The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.
- 1) All water connections shall be designed to ensure against on-site sewage contamination, back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46, Texas Health & Safety Code Chapter 366).
  - 2) The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities. Member service pipelines shall be installed by the Applicant. (30 TAC 290.46; RUS-TX Bulletin 1780-9 (Rev. 05/17))
  - 3) All pipe and fittings used by the Member to convey sewage from its source to the sewer line must be a minimum of D-3034, SDR-35 or equivalent, 4-inch diameter pipe. No DWV (drain waste and vent) pipe or fittings will be allowed. All joints must be watertight and pipe must be installed to recommended grade. All non-household sewer Members who have potential for dirt, grit, sand, grease, oil, or similar substances must install and maintain a trap ahead of their entrance to the Corporation's sewer collection piping. A double cleanout is required at the property line and recommended at the house. The Corporation may impose other site-specific requirements. All sewer and potable water service pipeline installations must be a minimum of nine feet apart and meet all applicable

- plumbing standards for crossings, etc.
- 4) Requirements for Traps:
    - (a) Discharges requiring a trap include but are not limited to:
      - (1) grease or waste containing grease in amount that will impede or stop the flow in the public sewers;
      - (2) oil, flammable wastes;
      - (3) sand, and other harmful ingredients.
    - (b) Any person responsible for discharges requiring a trap shall, at his own expense and as required by the approving authority:
      - (1) Provide equipment and facilities of a type and capacity approved by the approving authority;
      - (2) locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and
      - (3) maintain the trap in effective operating condition.
    - (c) Approving Authority Review and Approval (By the Board of Directors or Agency):
      - (1) If pretreatment or control is required, the approving authority shall review and approve design and installation of equipment and processes.
      - (2) The design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances and other laws.
      - (3) Any person responsible for discharges requiring pretreatment, flow equalizing or other facilities shall provide and maintain the facilities in effective operating condition at his own expense.
    - (d) Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.
  - c. A Member owning more than one (1) Membership shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.
  - d. The Corporation's ownership and maintenance responsibility of water supply and metering and sewer equipment shall end at the meter or other service equipment as installed. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.
  - e. The Corporation shall require each Member to have a cut-off valve on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the Corporation.)
  - f. The member is required to notify the Corporation 48 hours prior to digging or excavation activities along or near water/sewer lines and appurtenances.

21. ***Meter Relocation.*** Relocation of services shall be allowed by the Corporation provided that:
- a. The relocation is limited to the existing property designated to receive service;
  - b. A current easement for the proposed location has been granted to the Corporation; and
  - c. The Member pays the actual cost of relocation plus administrative fees.
22. ***Meter Tampering and Damage to Property.***
- a. For purposes of these Sections, the term "Tampering" shall mean meter-tampering, by-passing or diversion of the Corporation's service equipment, or other instances of diversion, including:
    - 1) removing a locking or shut-off device used by the Corporation to discontinue service;
    - 2) physically disorienting the meter or sewer tap;
    - 3) attaching objects to the meter or sewer tap to divert service or to by-pass;
    - 4) inserting objects into the meter or sewer tap;
    - 5) other electrical and mechanical means of tampering with, by-passing, or diverting service;
    - 6) connection or re-connection of service without Corporation authorization;
    - 7) connection into the service line of adjacent customers of the corporation; and
    - 8) preventing the supply or wastewater discharge from being correctly registered by a metering device or sewer tap due to adjusting the valve so that flow is reduced below metering capability.
    - 9) ***NOTE:*** The burden of proof of Tampering is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation's staff when any action regarding Tampering is initiated. A court finding of Tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services of the Corporation shall be prosecuted to the extent allowed by law under the Texas Penal Code Sections 28.03 and 12.21 and 12.22.
  - b. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall disconnect service without notice as set forth in Section E. 11. b. and charge the person who committed the Tampering the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.
  - c. A person who otherwise destroys, defaces damages or interferes with Corporation property will be charged the total actual loss to the Corporation including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues. The Corporation also will prosecute the offending party to the extent allowed under law pursuant to Texas Water Code Section 49.228 and other applicable laws.
  - d. In addition to actual damages charged under subsection (b), the Corporation may assess a penalty against the offending party. The penalty shall not exceed six (6) times the Base Rate.
  - e. ***NOTE:*** For purposes of this section, "offending party" means the person who committed the Tampering or damaged the property.
23. ***Ownership of Equipment.*** All water meters and equipment and materials required to provide water or wastewater service to the point of customer connection; water meter or service tap, is the property of the Corporation upon installation, and shall be maintained by the water system

only.

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

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter or sewer tap. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter or sewer tap (See Section E. 17.) If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations service will be disconnected without notice in accordance with Section E. 11. b. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 05/17))
- b. For purposes of this section, the following definitions shall apply:
  - 1) A "multiple connection" is the connection to any portion of a member's water or sewer system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water or sewer lines to outbuildings, barns or other accessory structures shall not be consider a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.
  - 2) A "primary delivery point" shall mean the physical location of a meter or sewer tap that is installed in accordance with this Tariff and applicable law and which provides water or sewer service to the residence or commercial or industrial facility of a member.
  - 3) A "residence" shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation.
  - 4) "Commercial" facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member's residence or property that does not require water in addition to that provided to the member's residence shall not be considered a separate commercial facility.
- c. The Corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional membership be secured and a separate meter installed. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The member must submit a written request to the corporation's business office at least five (5) business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that water service will be cut off in ten days if the situation is not

corrected.

25. **Requirements for Mandatory Sewer Connection.** (This subsection not yet effective) Effective [insert date of adoption of tariff provision by Board], the installation of any private on-site wastewater treatment or holding facility on property within the Corporation's certificated service area and less than 300 feet (measured from boundary line of the property along a public right-of-way or utility easement to the nearest point of the Corporation's wastewater collection system along a public-right-of-way or utility easement) is prohibited and service to any such property will be provided by the Corporation. (Note: This does not apply to any person who has installed an on-site wastewater holding or treatment facility if that on-site facility was installed prior to construction and operation of the Corporation's wastewater collection system within 300 feet of the property or prior to the effective date stated herein). Any costs for connection to the Corporation's wastewater collection system in excess of the standard costs required under Section G must be paid for by the wastewater service applicant. The Corporation must review and approve plans and specifications for any connection prior to construction. (Texas Water Code 49.234).
26. **Service Entitlement.** An Applicant(s) shall be considered qualified and entitled to water and/or sewer utility service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. (16 TAC 24.85 (a))
27. **Service Location and Classification.** For the purposes of this Tariff, service requested by an Applicant(s) shall be for real estate designated to receive the service provided by the Corporation. Service shall be through a meter or sewer tap located on that designated real estate unless otherwise approved by the board. Service shall be divided into the following two classes:
- a. **Standard Service** is defined as service on a specific property designated to receive service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4" or 3/4" sized water meter services set on existing pipelines or 4" gravity sewer taps, pressure collection facilities installed or connected to collection lines no more than five feet in depth.
  - b. **Non-Standard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account (See Section E. 17), or an addition to the supply, storage and/or distribution/collection system. The service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service.
28. **Service Requirements.** The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable in addition to the applicant any other person sharing an ownership interest in and receiving service at that property shall sign the Service Application and Agreement Form; however, even if the spouse or other person sharing an ownership interest does not sign the Service Application and Agreement Form, they are still responsible for all terms set forth therein, and for any debt obligation related to the account. (See Sample Application RUS-TX Bulletin 1780-9 (Rev. 05/17))
- a. Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, required by the Corporation, must be completed by the Applicant for the purpose of

- allowing future facility additions. (See Sample Application RUS-TX Bulletin 1780-9 (Rev. 05/17), 30 TAC 290.47 Appendix B.) **NOTE:** This requirement may be delayed for Non-Standard Service requests.
- b. The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of fee simple title to the real estate designated to receive service. (Texas Water Code 67.016 (d) and 13.002 (11)). *See also* Uniform Partition of Heirs Property Act, Property Code Chapter 23A.
  - c. On the request by the property owner or owner's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters are not feasible. If the Corporation determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. The Corporation shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in Section G. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water/sewer service demand represented by full occupancy of the property, as determined under applicable provisions of Section F. It shall be the responsibility of the property owner to obtain the memberships required for each individual meter.
  - d. Notice of application approval and costs of service determined by the Corporation shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service. (TAC 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 an easement to the Corporation for the purposes of installing the water main and appurtenances, and the Corporation has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant the easement required under this Tariff and, in addition to the normally required fees for new Member service, shall pay such sums as are reasonably necessary to cap the existing line in the right-of-way and construct the appropriate line or lines within that easement for the Corporation's system-wide service.
  - f. The Corporation shall provide to each service applicant or transferee a copy of the Confidentiality of Personal Information Request Form. See Section J. Miscellaneous Transaction Forms. See also Texas Utilities Code Section 182.052 ©.

## SECTION F. DEVELOPER, SUBDIVISION, AND NON-STANDARD SERVICE REQUIREMENTS

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

1. ***Corporation's Limitations.*** All Applicants acknowledge that Winkler Water Supply Corporation (the "Corporation") must comply with local, state, and federal rules and regulations as promulgated from time to time, and with all affirmative and negative warranties, representations and covenants contained in documents pertaining to current indebtedness. The Corporation is not required to extend retail Corporation service to an applicant in a subdivision where the responsible party (Applicant/Developer) of the applicable property (subdivision) has failed to comply with the terms of this Tariff and Corporation's policies. Section 13.2502 of the Texas Water Code requires that notice be given herein or by publication or by alternative means, to the Developer/Applicant.
2. ***Purpose.*** It is the purpose of this Section to define the process by which the specific terms and conditions for service to Subdivisions and other kinds of Non-Standard Service are determined, including the Non-Standard Service Applicant's and the Corporation's respective costs.

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

3. ***Premise:*** The Corporation recognizes its obligation to supply water to the communities and rural areas of Navarro and Freestone County as certificated by the Texas Commission on Environmental Quality (TCEQ). Therefore, it recognizes the need to add the capital improvements required to serve new members. At the same time, existing members should not bear the financial burden to the extent that the rates have to be increased to pay for the expansion of facilities for a new subdivision.

The Corporation attempts to anticipate increased demand on its system. If an Applicant requests capacity before the Corporation has scheduled an addition, the Applicant must be willing to pay for the costs of making the capital addition and the Corporation will make every effort to accommodate them. The Applicant will bear the cost of any capital additions, including an amount designated as an Equity Buy-In Fee (or "Front End Capital Contribution" or "Contribution In Aid of Construction") to be used for system capacity capital improvements.

Notwithstanding payment by an Applicant for a capital improvement in the form of a pipeline extension, an increase in pipeline size, a plant capacity increase or any other facility necessary to provide the requested service, the Applicant acknowledges that the Corporation must comply with USDA-RD and TCEQ rules and regulations in effect at that time.

The Non-Standard Service Contract, as defined herein (sometimes called a "Service Contract"), shall have a specified life or schedule. Any improvements made under a Service Contract with the Corporation become the property of the Corporation. The allocation and use of improvements will be the decision of the Board of Directors after the expiration of the time limits in the Service Contract.

4. ***Application of Rules.*** This Section is applicable to subdivisions, additions to subdivisions, developments, or wherever 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 ¾" diameter and service lines exceeding 10 feet. Non-residential or residential service applications requiring a larger sized meter typically will be considered as Non-Standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation or their designee shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

Should the Applicant fail to meet the conditions of the Service Contract and/or these Requirements, then the Corporation shall not be obligated to supply service to the applicable area, and any fee paid to the Corporation will be forfeited.

The Applicant shall agree to hold the Corporation harmless and indemnify it against claims or lawsuits by the Contractor or third parties in connection with any construction contemplated by the Service Contract.

The Corporation agrees to extend its facilities or allow use of the existing facilities to supply reserved service to Applicant's property, pursuant to the conditions set forth herein, and subject to final approval of the Board of Directors of the Corporation.

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

5. ***Non-Standard Service Application.*** The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service by the Corporation:
  - a. The Applicant shall provide the Corporation a completed Non-Standard Service Application (See Section I. this Tariff.) The Applicant shall specify any Special Service Needs, such as large meter size, size of subdivision or multi-use facility.



- b. A final plat (see Section C: Definitions) approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities having 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 up-sizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements. **NOTE:** It is the responsibility of the applicant to secure all necessary approvals of the subdivision once an Agreement is in place between the Corporation and the Applicant.
- c. A Non-Standard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G of this Tariff for the purposes of paying initial administrative, legal and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request. In the event the initial fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation upon the Corporation's request all additional expenses that have been, or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the Application until all remaining estimated expenses have been paid.
- d. All complete Applications must be submitted no later than ten (10) working days before the Corporation's monthly director's meeting to be considered at that meeting. The Corporation cannot and will not respond to incomplete Applications.
- e. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity, 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) The Corporation'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 Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of the Corporation's Certificate of Convenience and Necessity, Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including legal, surveying and engineering fees incurred by Corporation in securing the amendment)
- f. The Applicant's submission materials shall be reviewed by the Corporation's engineer. After engineering review, the Corporation's engineer shall provide the requirements for service. Two exhibits showing utility easements and main line requirements will also be provided by the engineer. The engineer's requirements will be based on the number of lots stated in the Application.
- g. A Service Contract will be prepared and executed by the Corporation and Applicant. The Service Contract shall be executed by the President upon a specific resolution adopted by

the Board of Directors of the Corporation. The Service Contract will be based on the number of lots stated in the Application.

6. **Design.** The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract in accordance to the following schedule:
  - a. The Corporation's Engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested service within the Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.
  - b. The Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee under Tariff Section F. 5.
  - c. The Engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
  - d. The Corporation's Engineer shall ensure that all facilities for any Applicant meet the demand for service as platted and/or requested in the plans and/or plat submitted in the Application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands, provided however, the Corporation will pay the expense of such upgrading in excess of that which is reasonably allocated to the level and manner of service requested by the Applicant.
  - e. The Corporation's engineer will determine the fire flow design for any non-standard service request, including new subdivisions, based on density, type of structure, and other factors.
  - f. The Corporation will not serve any subdivision unless restrictive covenants are filed in the deed records of the county where the subdivision is located that specifically prohibit subdivision of lots beyond those originally platted for the subdivision and shown in the plat submitted with the Application.
  
7. **Non-Standard Service Contract.** Applicants requesting or requiring Non-Standard Service **may** be requested to execute a written contract, drawn up by the Corporation's Attorney (see example Section I. Sample Forms), in addition to submitting the Corporation's Non-Standard Service Application. Said contract shall define the terms of service prior to construction of required service facilities. The Service Contract may include, but is not limited to:
  - a. All costs associated with required administration, design, construction, and inspection of facilities for water/sewer service to the Applicant's service area and terms by which these costs are to be paid.
  - b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
  - c. Equity Buy-In Fee (Front-end Capital Contribution) required by the Corporation in addition to the other costs required under this Section.
  - d. 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 request will have upon the Corporation's system facilities.
  - e. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.
  - f. Terms by which the Corporation shall administer the Applicant's project with respect to:
    - 1) Design of the Applicant's service facilities;

- 2) Securing and qualifying bids;
  - 3) Execution of the Service Contract;
  - 4) Selection of a qualified bidder for construction;
  - 5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
  - 6) Inspecting construction of facilities; and
  - 7) Testing facilities and closing the project.
- g. Terms by which the Applicant shall indemnify the Corporation from all third party claims or lawsuits in connection with the project.
- h. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds, warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.
- i. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.
8. ***Construction of Facilities by Applicant Prior to Execution of Service Contract.*** The Corporation and the Applicant must execute a Non-Standard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of a Service Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant or, in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively the Corporation may require full costs of replacing/repairing any facilities constructed without prior execution of a Contract from any person buying a lot or home from Applicant. At a minimum, the Corporation will require that all facilities be uncovered by the Applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, and take any other lawful action determined appropriate by the Board of Directors of the Corporation.
9. ***Dedication of Water System Extension/Improvements to Winkler Water Supply (Corporation).***
- a. Upon proper completion of construction of all on-site and off-site service facilities (the "Facilities") to meet the level and manner of service requested by the Applicant, the Facilities shall become the property of the Corporation. The Facilities shall thereafter be owned and maintained by the Corporation subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Facilities shall be made by the Corporation.
  - b. Upon transfer of ownership of the Facilities, Applicant shall warrant materials and performance of the Facilities constructed by Applicant for 12 months following the date of the transfer.
10. ***Property and Right-of-Way Acquisition.*** With regard to construction of facilities, the Corporation shall require private right-of-way easements or purchase of private property as per the following conditions:
- a. If the Corporation determines that right-of-way easements or facility sites outside the

- Applicant's property are required, the Applicant shall secure easements or else title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant. (See Sample Application Packet RUS Form 442-8 or 442-9 (Rev. 6-06))
- b. All additional costs associated with facilities that must be installed in public right-of-ways on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, such as road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs including legal and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.
  - c. The Corporation shall require an exclusive dedicated right-of-way on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site and off-site facilities.
  - d. Easements and facility sites shall be prepared for the construction of the Corporation's pipeline and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant.
11. **Bids for Construction.** The Corporation's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge (as per Engineer's determination), to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest qualified bidder in accordance with the following criteria:
- a. The Applicant shall execute the Service Contract evidencing willingness to proceed with the project and shall pay all costs to the Corporation in advance of construction associated with the project;
  - b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;
  - c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;
  - d. The Contractor shall supply favorable references acceptable to the Corporation;
  - e. The Contractor shall qualify with the Corporation as competent to complete the work (including but not limited to current water/sewer license, OSHA competent person training, and other licenses / certificates as required to complete the project);
  - f. The Contractor shall provide adequate certificates of insurance as required by the Corporation. Insurance shall include third party utility damage coverage;
  - g. The Board of Directors shall approve any plans prior to advertisement for bids;
  - h. The Applicant will pay to the Corporation the amount of the bid for construction before any construction contracts are signed;
  - i. The Corporation may choose at its expense to have the Contractor install additional facilities providing for capacity beyond that required for Applicant. The payment by the Corporation to the Contractor will be made from the Corporation's separate account as provided by the Service Contract.
12. **Pre-Payment for Construction and Service.** After the Applicant has executed the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Non-Standard Service

Contract.

13. **Construction.**

- a. All road work 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, road sleeves/casings may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
- b. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.
- c. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to issue change-orders of any specifications, due to unforeseen circumstances during the design phase, to better facilitate operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.
- d. Work not inspected will not be accepted by the Corporation.
- e. All work will carry a one-year warranty by the Contractor.

**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.** All Applicants shall provide the corporation sufficient information describing the level and manner of service requested and the time line for initiation of this service. The following is the minimum information needed for and engineering evaluation of the requested service to the property described in the application.
  - a. Completion of requirements described in Section F Part 1; including completing the Non-Standard Service Application.
  - b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
  - c. Applicant shall be notified in writing by the Corporation or designated representative the time frame within which the requested service can be provided and the costs for which the applicant will be responsible in accordance with the details described on the Applicant's request for service.
2. **Service within Subdivisions.** The Corporation's obligation to provide service to any customer located within a Subdivision governed by this section is strictly limited to the level and manner of the Non-Standard Service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the Corporation under the provisions of this Tariff and specifically the provisions of this Section. If the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the Corporation is obligated to provide water/sewer (Texas Water Code Section 13.2502). In addition, Corporation may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. Applicant is advised that purchasers of lots also have legal recourse to the Applicant under Texas law, including but not limited to Texas Water Code Section 13.257, and the Texas Business Commerce Code Chapter 17, Subchapter E Deceptive Trade Practices & Consumer Protection Act.
  - a. The Applicant must provide the following in addition to all other information otherwise

- required by this section:
- 1) Map and legal description of the area to be served using map criteria in 16 TAC 24.105(a)(2)(A-G)).
  - 2) Time frame for:
    - (a) Initiation of service
    - (b) Service to each additional or projected phase following the initial service
  - 3) Detailed description of the nature and scope of the project/development for:
    - (a) Initial needs
    - (b) Phased and final needs, including a map showing each phase, and projected land uses that support the requested level of service for each phase
    - (c) Flow and pressure for anticipated level of fire protection requested, including line size capacity
    - (d) Specific infrastructure needs for anticipated level of fire protection requested, including line size and capacity
    - (e) Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
    - (f) Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.
- b. Applicant must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant can be provided within the time frame specified by the Applicant and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant proposes development in phases, the Applicant should specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant must depict the currently estimated location of each phase on the maps required under 16 TAC Section 24.105(a)(2)(A-G). It is important that the Applicant's written request be complete. A complete service application by the Applicant should include:
- 1) The proposed improvements to be constructed by the Applicant/Developer;
  - 2) A map or plat signed and sealed by a licensed surveyor or registered professional engineer;
  - 3) The intended land use of the development, including detailed information concerning the types of land uses proposed;
  - 4) The projected water and/or sewer demand of the development when fully built out and occupied, the anticipated water/sewer demands for each type of land use, and a projected schedule of build-out;
  - 5) A schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
  - 6) A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- c. Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the Corporation that he/she may request expedited decertification from the PUC.

- d. Upon payment of the required fees, the Corporation shall review Applicant's service request. If no additional information is required from Applicant, the Corporation will prepare a written report on Applicant's service request, subject to any final approval by the Corporation's governing body (if applicable) which must be completed within the 90 days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).
  - e. In the event the Corporation's initial review of the Applicant's service shows that additional information is needed, the Corporation will notify Applicant of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the Corporation receives the Applicant's payment of the required fees. Applicant shall respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's written request. The Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within 90 days from the date of the **initial** written application and payment of all required fees.
  - f. By mutual written agreement, the Corporation and the Applicant may extend the time for review beyond the 90 days provided for expedited petitions to the PUC.
3. ***Final Approval.*** Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a Non-Standard Service Contract will be executed and the corporation shall provide service according to the conditions contained in the Non-Standard Service Contract.

## SECTION G. RATES AND SERVICE FEES

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

1. ***Additional Assessments.*** In the event any federal, state or local government imposes on the Corporation a "per meter" fee or an assessment based on a percent of water/sewer charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.
2. ***Assessments.*** If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water or wastewater charges to be insufficient for the payment of all costs incident to the operation of the Corporation's system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment on indebtedness for the year's operations (See Article XVIII of USDA Model Bylaws, Section 1 Rev.12-2011.
3. ***Customer Service Inspection Fee.*** A fee shall be assessed each Applicant before permanent continuous service is provided to new construction. This is a fee passed on from the inspector, subject to change. Winkler Water Supply Corporation makes no money from this fee.
4. ***Easement Fee.*** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites on behalf of the Applicant. (Section E 28.; Section F10.b.)
5. ***Equipment Damage Fee.*** If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member and tenant if an Alternate Billing Agreement is in place. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.
6. ***Equity Buy-In Fee.*** In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the



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

Total Contributions and Assets of the Corporation 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

- a. Current Equity Buy-In Fee for Water Service is \$1,672.00.
- b. Sewer Fee is NA

7. **Franchise Fee Assessment.** A fee of (N/A)% of the amount billed for water service will be assessed each customer whose meter is located inside the corporate limits of the City of (N/A), Texas, as required by the City's ordinance requiring a franchise fee.
8. **Information Copy Fee.** A fee for copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the Texas Government Code Section 552.261 et.seq.
9. **Installation Fee.** The Corporation shall charge an installation fee for service as follows:
  - a. **Standard Service** shall include all:
    - 1) Tap fee - all current labor and materials necessary to provide individual metered water or wastewater service
    - 2) Engineering fee
    - 3) Legal fee
    - 4) Customer service inspection fee
    - 5) Administrative costs
    - 6) Any additional site-specific equipment or appurtenances necessary to provide water

Standard service fees shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.
  - b. **Non-Standard Service** shall include any and all
    - 1) Facility improvement Costs: including but not limited to tanks, piping, main lines, hydrants, and other labor materials necessary to provide service at the level required by water code and as requested by the applicant.
    - 2) Line and Facility inspection fee
    - 3) Administrative costs: including but not limited to contract administration costs; processing invoices; disbursement of checks to contractors
    - 4) Legal Fee: including but not limited to contract development, easements, water rights, permits CCN amendments for the area

- 5) Engineering fee
  - 6) Any additional site-specific equipment or appurtenances necessary to provide water as determined by the Corporation under the terms of Section F. of this Tariff (includes tap fee(s)).
  - c. **Standard and Non-Standard Service Installations** shall include all costs of any pipeline relocations.
10. **Late Payment Fee.** Once per billing period, a penalty of \$10.00 or 20%, whichever is larger, shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period.  
 NOTE: The Corporation cannot charge political subdivisions and state agencies the late payment fee. (Government Code Chapter 2251.021 and Section E.13)
11. **Line Extension Reimbursement Fee.** An approved Applicant may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other party that made the initial capital outlay to extend service to that area.
12. **Membership Fee.** At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate.
- a. The Membership Fee for water service is \$300.00 for each service unit.
  - b. Membership Fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence. (See Chart in Subsection 14 below.)
13. **Meter Tampering, Damage to Property, and Diversion Penalty.** In addition to the Equipment Damage Fee, the Corporation may charge a penalty for "Tampering" as defined in Section E. 22. The penalty may only be assessed against the person who committed the Tampering. The penalty cannot be assessed against the Member for the Tampering committed by their. The penalty shall not exceed six (6) times the Base Rate.
14. **Monthly Charges.**
- a. **Base Rate**
    - 1) Water Service - The monthly charge for standard metered water service is for a 5/8" x 3/4" meter. The 5/8" x 3/4" meter charge is used as a base multiplier for larger non-standard meters in accordance with the following chart based on American Water Works Association maximum continuous flow specifications:

Meter Size	5/8" x 3/4" Meter Equivalents	Monthly Rate
5/8" x 3/4"	1.0	\$45.00
3/4"	1.5	\$67.50
1"	2.5	\$112.50
1 1/2"	5.0	\$225.00

2"	8.0	\$360.00
3" DISP	9.0	\$405.00
3" CMPD	16.0	\$720.00
3" TURB	17.5	\$787.50
4" CMPD	25.0	\$1125.00
4" TURB	30.0	\$1350.00
6" CMPD	50.0	\$2250.00
6" TURB	62.5	\$2812.50
8" CMPD	80.0	\$3600.00

- 2) Sewer Service - The monthly charge for standard sewer service on a per tap basis is as follows: N/A
- b. **Gallage Charge** - In addition to the Base Rate, a gallage charge shall be added at the following rates for usage during any one (1) billing period.
- 1) Water
    - \$5.67 per one thousand (1,000) gallons for 0 to 15,000 gallons
    - \$6.21 per one thousand (1,000) gallons for 15,001 gallons up to 30,000 gallons
    - \$6.75 per one thousand (1,000) gallons for 30,001 gallons and over
  - 2) Sewer - N/A.
  - 3) The Corporation shall, as required by Texas Water Code Section 5.701, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water or wastewater service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G.14. Monthly Charges of this tariff. (16 TAC 291.76 (d)).
15. **Mortgagee/Guarantor Notification Fee.** The Corporation shall assess a fee of \$25.00 for each notification to a Membership lien-holder under agreement prior to Membership cancellation.
16. **Meter Pulled at Member's Request Fee.** A fee of \$25.00 shall be charged to the Member for the removal of a meter at the request of that Member.
17. **Meter Test Fee.** The Corporation shall test a Member's meter upon written request of the Member. (See Section J: Miscellaneous Transaction Forms, Meter Test Authorization and Test Report) Under the terms of Section E of this Tariff, a charge of \$35.00 shall be imposed on the affected account.
18. **Non-Disclosure Fee.** A fee of \$10.00 shall be assessed to any Member or tenant requesting in writing that personal information under the terms of this tariff not be disclosed to the public.
19. **Other Fees.** All services outside the normal scope of utility operations that the Corporation may

be compelled to provide will be charged to the recipient based on the cost of providing such service.

20. **Owner Notification Fee.** At the Corporation's discretion, it may apply a Notification Fee for items including, but not limited to the following:
- a. Mail (other than USPS First Class)
  - b. Notification of a renter/lessee delinquent account status prior to disconnection of service
  - c. Duplicate bills/notices to the Member/Owner and Renter/Lessee
  - d. Customer history reports (audit reports)
- The Notification Fee shall be no more than \$25.00 per notification.
21. **Reconnect Fee.** The Corporation shall charge a fee of \$100.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E 1.b.
22. **Regulatory Assessment.** A fee of 0.5% of the amount billed for water/sewer service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. **NOTE:** The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Sept. 2017. TCEQ Section 291.76))
23. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$35.00 for the first (1st) occurrence within the previous twelve (12) consecutive months and \$50.00 for the second (2nd) occurrence within the previous consecutive twelve (12) months. At the second (2nd) occurrence within the previous consecutive twelve (12) months, the member shall be placed on a "cash-only" basis.
24. **Service Investigation Fee.** The Corporation shall conduct a service investigation for each service application submitted at the Corporation office. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:
- a. All Standard Service requests shall be investigated 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 the Corporation's ability to deliver service to the Applicant to:
    - 1) provide cost estimates of the project,
    - 2) to present detailed plans and specifications as per final plat,
    - 3) to advertise and accept bids for the project,
    - 4) to present a Non-Standard Service Contract to the Applicant, and
    - 5) to provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See

## Section F.5.)

25. ***Service Trip Fee.*** The Corporation shall charge a trip fee of \$100.00 for any service call or trip to the Member's tap as a result of a request by the Member or resident for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service; or for the purpose of disconnecting or collection payment for services. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation shall charge \$75.00 per contractor per hour for each additional hour required.
  
26. ***Transfer Fee.*** An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$200.00

## SECTION H. WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

- **Introduction.** Winkler Water Supply Corporation (Corporation) purchases raw water from Tarrant Regional Water District (TRWD). According to the terms of the purchase contract with TRWD (Agreement), Corporation agrees to cooperate with TRWD in its efforts to promote practices, techniques and technologies that will reduce the per capita consumption of water, reduce the loss or waste of water, or improve the efficiency in use of water or increase the recycling and reuse of water. Per the Agreement, TRWD's obligation to sell water to Corporation is subject to Corporation preparing and implementing a water conservation plan or water conservation measures, as well as any water conservation plans and drought contingency plans adopted by TRWD and required or approved by the Texas Commission for Environmental Quality (TCEQ), the Texas Water Development Board (TWDB), or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Furthermore, the Corporation agrees to submit its water conservation plan or water conservation measures to TRWD for its review and approval.
  - In May 2019, TRWD approved its TRWD Water Conservation and Drought Contingency Plan. To remain in compliance with the terms of the Agreement, the Corporation's Board of Directors adopted the Winkler Water Supply Corporation Water Conservation and Drought Contingency Plan (Plan) at its June 18, 2019 regular meeting.
  
- **Initiation and Termination of Drought Response Stages and Measures.** Each time TRWD notifies the Corporation that it has initiated, modified or terminated various stages of the TRWD Water Conservation and Drought Contingency Plan, Corporation will mail notices to its members/customers informing them of the water restrictions and why the restrictions are being initiated, modified or terminated.
  - **Stage 1: Water Watch - Goal for Use Reduction**
    - The goal for water use reduction under Stage 1: Water Watch is to decrease use by 5 percent.
    - The Corporation will implement Stage 1: Water Watch of its Plan as soon as it receives notification from TRWD that it has implemented Stage 1: Water Watch of the TRWD Water Conservation and Drought Contingency Plan.
  
  - **Stage 1: Water Watch- All Water Users**
    - Maximum of twice per week watering for hose-end sprinklers and automatic irrigation systems based on odd/even addresses and day of week schedule.

○ Outdoor Watering Schedule:

Monday	No Outdoor Watering	Water System Recovery Day
Tuesday and Friday	Non-Residential Sites	Apartments, Parks, Common Areas, HOA's, Businesses
Wednesday and Saturday	Residential Addresses Ending in Even Numbers	0, 2, 4, 6, 8
Thursday and Sunday	Residential Addresses Ending in Odd Numbers	1, 3, 5, 7, 9

○ Exceptions:

- Watering with a handheld hose, soaker hose or drip irrigation may occur any day and any time.
- Watering of trees and structural foundations may occur any day and any time by means of handheld hose, soaker hose, or drip irrigation.
- The use of water necessary to protect the health, safety, or welfare of the public.
- Water use necessary for the repair of an irrigation system, plumbing line, fountain, etc. in the presence of person making repair.

○ Variances may be available from the Corporation for the following:

- Establishing new turfgrass and/or landscaping. Variances granted for establishing new turfgrass or landscaping will be for a maximum of 30 days from the date of approval then maximum of twice per week watering schedule applies.
- Variances do not apply to the installation (over-seeding) of cool season grasses.
- Outdoor watering at addresses with large multi-station irrigation systems may take place in accordance with a variance granted by the Corporation, if the Corporation determines that a property cannot be completely irrigated under the twice per week schedule. Under such variance, no irrigation station will be allowed to water more than twice per week.
- Areas open to the public and have high-impact from frequent use may be allowed additional watering with a variance granted by the Corporation if it is deemed to be beneficial to serve and protect the community facility or amenity.

○ Restrictions do not apply to locations using well water, reclaimed water, or other alternative water sources.

○ No watering with hose-end sprinklers and/or automatic spray irrigation systems between the hours of 10 a.m. and 6 p.m.

○ Prohibit using water in such a manner as to allow runoff or other waste, including:

- failure to repair a controllable leak, including, broken sprinkler heads, leaking valves, leaking or broken pipes or faucets;
  - operating an irrigation system with:
    - a broken head;
    - a head that is out of adjustment and spraying into the street, parking area, or sidewalk;
    - a system that is misting/fogging due to excessive water pressure; or
  - allowing any water to:
    - run off property forming a stream of water for a distance of 50 feet or greater;
    - run into a storm drain; or
    - pond to a depth of ¼ inch or greater; or
  - allowing or causing an irrigation system or other lawn watering device to operate during any form of precipitation or when temperatures are at or below 32 degrees Fahrenheit.
- All users are encouraged to use native and adapted drought tolerant plants in landscaping.
  - Discourage hosing of paved areas.
  - Discourage hosing of buildings or other structures for purposes other than fire protection or surface preparation prior to painting or maintenance.
  - Washing of any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle shall be limited to the use of a hand-held bucket or a hand-held hose equipped with a positive-pressure shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the premises of a commercial car wash or commercial service station. Companies with automated on-site vehicle washing facilities may wash its vehicles at any time.
  - Discourage the filling, draining, or refilling of swimming pools, wading pools, hot tubs and Jacuzzi type pools except to maintain adequate water levels for structural integrity, proper operation and maintenance, and/or to alleviate an issue that poses a public safety risk.
- **Stage 1: Water Watch - Commercial or Industrial Users**
    - All actions listed above for all water users apply to commercial and industrial users.
    - Landscape watering of parks, golf courses and athletic fields is restricted to the twice per week watering schedule; or twice per week per irrigation station if a variance is granted by the water provider. (See exceptions to outdoor watering restrictions in all water users category above for facilities with large multi-station irrigation systems.)



- Exceptions:
  - Golf courses may water greens and tee boxes as necessary, however, use of spray irrigation may not be done between 10 a.m. and 6 p.m. Encouraged to reduce water use by 5 percent.
  - Watering of athletic fields (field only, does not include surrounding landscaped areas) used for organized sports practice, competition, or exhibition events may occur as necessary to protect the health and safety of the players, staff, or officials present for athletic events. Encouraged to reduce water use by 5 five percent.
  - Stock at commercial plant nurseries is exempt from STAGE 1 watering restrictions.
  - Hotels, restaurants, and bars are encouraged to serve drinking water to patrons per request only.
  - Hotels are encouraged to implement laundry conservation measures by encouraging patrons to reuse linens and towels.
  - Car wash facilities must keep equipment in good working order, which should include regular inspections to be sure there are no leaks, broken or misdirected nozzles, and that all equipment is operating efficiently.
  - All commercial and industrial customers are encouraged to audit irrigation systems to ensure proper condition, settings, and operation. If irrigation audit or repair occurs during restricted watering times or days, a sign indicating such work is taking place must be placed in public view until job is completed.
- **Stage 2: Water Warning - Goal for Use Reduction**
  - The goal for water use reduction under Stage 2: Water Warning is to decrease use by 10 percent.
  - If circumstances warrant, the General Manager of TRWD can set a goal for greater water use reduction.
  - When Corporation receives notice of this action, it will mail notices to its members/customers informing them of TRWD's goal for greater water use reduction.
- **Stage 2: Water Warning - Water Use Reduction Actions**
  - The Corporation will implement Stage 2: Water Warning of its Plan as soon as it receives notification that TRWD has implemented Stage 2: Water Warning of the TRWD Water Conservation and Drought Contingency Plan.
- **Stage 2: Water Warning - All Water User**
  - Continue actions under Stage 1
  - Maximum of once per week watering for hose-end sprinklers and automatic irrigation systems at each service address

- Exceptions:
  - Watering with a handheld hose, soaker hose or drip irrigation may occur any day and any time.
  - Watering of trees and structural foundations may occur any day and any time by means of handheld hose, soaker hose, or drip irrigation.
  
- Variances may be available through the Corporation for the following:
  - All users are encouraged to wait until the current drought or emergency situation has passed before establishing new landscaping.
  - Variances granted for establishing new turfgrass or landscaping will be for a maximum of 30 days from the date of approval then maximum of once per-week watering schedule applies.
  - Variances do not apply to the installation (over-seeding) of cool season grasses.
  - Outdoor watering at addresses with large multi-station irrigation systems may take place in accordance with a variance granted by the Corporation, if the Corporation determines that a property cannot be completely irrigated under the once per week schedule. Under such variance, no irrigation station will be allowed to water more than once per week.
  - Areas open to the public and have high-impact from frequent use may be allowed additional watering with a variance granted by the Corporation if it is deemed to be beneficial to serve and protect the community facility or amenity.
  
- Restrictions do not apply to well water, reclaimed water, or other alternative water sources.
  
- Encourage the use of covers for all types of pools, hot tubs, and Jacuzzi type pools when not in use.
  
- **Stage 2: Water Warning - Commercial or Industrial Users**
  - All actions listed above for all water users apply to commercial and industrial users.
  - Landscape watering of municipal parks, golf courses and athletic fields is restricted to a once-per-week schedule; or once-per-week per irrigation station if a variance is granted by the water provider. (See Stage 1 exceptions to outdoor watering restrictions in all water users category for rules that apply to facilities with large multi-station irrigation systems.)
  
  - Exceptions:
    - Golf courses may water greens and tee boxes as necessary, however, use of spray irrigation may not be done between 10 a.m. and 6 p.m. Encouraged to reduce water use by 10 percent.
    - Watering of athletic fields (field only, does not include surrounding landscaped areas) used for organized sports practice, competition, or

exhibition events may occur as necessary to protect the health and safety of the players, staff, or officials present for athletic events. Encouraged to reduce water use by 10 percent.

- **Stage 3: Water Emergency - Goal for Use Reduction**
  - The goal for water use reduction under STAGE 3: WATER EMERGENCY is to decrease use by 20 percent.
- **Stage 3: Water Emergency - Water Use Restrictions**
  - The Corporation will implement STAGE THREE: WATER EMERGENCY of its Plan as soon as it receives notification that TRWD has implemented STAGE THREE: WATER EMERGENCY of the TRWD Water Conservation and Drought Contingency Plan.
  - Measures imposing mandatory requirements on customers require notification to TCEQ. Corporation must notify TCEQ within 5 business days if these measures are implemented.
- **Stage 3: Water Emergency - All Water Users**
  - Continue actions under STAGES 1 and 2
  - Prohibit all outdoor watering with hose-end sprinklers and automatic irrigation systems, including at parks, golf courses, and sports fields.
  - Exceptions:
    - Watering with hand-held hose, soaker hose or drip irrigation system may occur any day and any time.
    - Watering of trees and structural foundations may occur any day and any time by means of handheld hose, soaker hose, or drip irrigation.
    - Restrictions do not apply to well water, reclaimed water, or other alternative water sources.
  - Irrigation of new landscapes and/or turfgrass installations is prohibited by means of automatic irrigation system or hose-end sprinkler. Variances may be granted for those landscape projects started prior to the initiation of STAGE 3 drought restrictions. However, variances will not be granted for the irrigation of new landscape and/or turfgrass installations after the initiation of STAGE 3 drought restrictions.
  - Prohibit washing of paved areas by any means except where a variance is granted to alleviate a possible public health and safety risk. Any pressure/power washing activities must be performed by a professional pressure/power washing service provider utilizing high efficiency equipment and a vacuum recovery system where possible.

- Prohibit hosing of buildings or other structures for purposes other than fire protection or surface preparation prior to painting with high-pressure equipment. Services must be performed by a professional pressure/power washing service provider utilizing high efficiency equipment and a vacuum recovery system where possible.
- Vehicle washing is restricted to commercial car washes, commercial service stations, or professional washing services only. This includes home and charity car washing. The washing of garbage trucks and vehicles used to transport food and/or other perishables may take place as necessary for health, sanitation, or public safety reasons.
- Prohibit permitting of private pools. Pools already permitted may be completed and filled. Existing private and public pools may add water to maintain pool levels, but may not be drained and refilled
- **Stage 3: Water Emergency - Commercial or Industrial Users**
  - Continue actions under STAGES 1 and 2
  - All actions listed above for all water users apply to commercial and industrial users.
  - Prohibit all outdoor watering with hose-end sprinklers and automatic irrigation systems, including at parks, golf courses, and sports fields.
  - Exceptions:
    - Golf course greens and tee boxes may be watered by hand, as necessary.
    - Variances may be available for watering of athletic fields (field only, does not include surrounding landscaped areas) used for organized sports practice, competition, or exhibition events to protect the health and safety of the players, staff, or officials present for the athletic event.
    - Professional and college sports fields (playing fields with a stadium only - not surrounding landscaping) may be watered as necessary to maintain league standards.
  - Require hotels to implement laundry conservation measures by encouraging patrons to reuse linens and towels.
  - Require hotels, restaurant, and bars to serve drinking water to patrons on an "on demand" basis.
  - Stock at commercial plant nursery may be watered by hand only with a handheld hose, hand-held watering can, soaker hose, or drip irrigation system.
  - Commercial and industrial water users may be required to reduce water use by a

set percentage as determined by the amount required by TRWD.

- **Procedure for Granting Variances to the Plan**
  - Corporation may grant temporary variances for existing water uses otherwise prohibited under this drought contingency plan to a customer if one or more of the following conditions are met:
    - Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person requesting the variance.
    - Compliance with this Plan cannot be accomplished due to technical or other limitations.
    - Alternative methods that achieve the same level of reduction in water use can be implemented.
  - Variances shall be granted or denied at the discretion of Corporation. All petitions for variances should be in writing and should include the following information:
    - Name and address of petitioner(s)
    - Purpose of water use
    - Specific provisions from which relief is requested
    - Detailed statement of the adverse effect of the provision from which relief is requested
    - Description of the relief requested
    - Period of time for which the variance is sought
    - Alternative measures that will be taken to reduce water use
    - Other pertinent information
- **Procedure for Enforcing Mandatory Water Restrictions.** Mandatory water use restrictions may be imposed in STAGE 1, STAGE 2, and STAGE 3 drought stages. These mandatory water use restrictions will be enforced by warnings and penalties as follows:
  - **First Violation** - The customer will be given a written warning that they have violated one or more of the mandatory water use restrictions.
  - **Second and Subsequent Violations** - The customer will be issued a written notification that they will be reported to the Tarrant Regional Water District, who may then decide to publish the name and contact numbers of any entity in violation of this water conservation and drought contingency plan in the local media and on its web site.

**\*\*\*These provisions apply to all customers/members of the Corporation.\*\*\***

<b>Term</b>	<b>Definition</b>
Aesthetic Water Use	Water use for ornamental or decorative features, such as fountains, reflecting pools, and water gardens.
Alternative Water Source	Water produced by a source other than a water treatment plant and is not considered potable. These sources can include, but are not limited to: reclaimed/recycled water, collected rain water, collected grey water, private well water.
Athletic Field	A sports playing field, the essential feature of which is turf grass, used primarily for organized sports for schools, professional sports, or sanctioned league play.
Automatic Irrigation System	A site specific system of delivering water generally for landscaping via a system of pipes or other conduits installed below ground that automatically cycles water use through water emitters to a preset program, whether on a designated timer or through manual operation.
Aquatic Life	A vertebrate organism dependent upon an aquatic environment to sustain its life.
Conservation	Those practices, techniques, and technologies that reduce water consumption; reduce the loss or waste of water; improve the efficiency in water use; and increase the recycling and reuse of water so that supply is conserved and made available for other or future uses.
Customer	Any person, company, or organization using water supplied by TRWD or through an entity supplied by TRWD.
Drip Irrigation	An irrigation system (drip, porous pipe, etc.) that applies water at a predetermined controlled low-flow levels directly to the roots of the plant
Drought Contingency Plan	A strategy or combination of strategies for temporary supply management and demand management responses to temporary or potentially recurring water supply shortages and other water supply emergencies.
Fountain	An artificially created jet, stream or flow of water, a structure, often decorative, from which a jet, stream or flow of water issues.
Golf Course	An irrigated and landscaped playing area made up of greens, tees, fairways, roughs and related areas used for the playing of golf.
Hand Held Hose	A hose physically held by one person, fitted with a manual or automatic shutoff nozzle.
Hose-end Sprinkler	A device through which water flows from a hose to a sprinkler to water any lawn or landscape.

Hosing	To spray, water, or wash with a water hose.
Irrigation System	A system of fixed pipes and water emitters that apply water to landscape plants or turf grass, including, but not limited to: in-ground and permanent irrigation systems.
Lake, Lagoon, or Pond	Artificially created body of fresh or salt water.
Landscape Irrigation Use	Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, right-of-ways, medians and entry ways.
New Landscape	A landscape: <ul style="list-style-type: none"> <li>● Installed during construction of a new house, multi-family dwelling, or commercial building;</li> <li>● Installed as part of a governmental entity's capital improvement project; or</li> <li>● Alters more than one-third the area of an existing landscape.</li> </ul>
Non-Essential Water Use	Water uses that are not required for the protection of public health, safety and welfare, such as: <ul style="list-style-type: none"> <li>● Irrigating landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this plan;</li> <li>● Washing any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas; except to alleviate a public health and safety issue;</li> <li>● Washing any automobile, motorbike, boat (and/or trailer), airplane, or other vehicle except where required by law for safety and sanitary purposes.</li> <li>● Washing buildings or structures for purposes other than immediate fire protection, or other uses provided under this plan;</li> <li>● Filling, refilling, or adding to any swimming pools or Jacuzzi-type pools, except to maintain safe operating levels;</li> <li>● Filling or operation of a fountain or pond for aesthetic or scenic purposes except when necessary to support aquatic life;</li> <li>● Failure to repair a controllable leak within a reasonable time period after being directed to do so by formal notice; and</li> <li>● Drawing from hydrants for construction purposes or any other purpose other than firefighting or protection of public drinking water supplies.</li> </ul>

Park	A non-residential or multifamily tract of land, other than a golf course, maintained by a city, private organization, or individual, as a place of beauty or public recreation and available for use to the general public.
Power Pressure Washer	A machine that uses water or a water-based product applied at high pressure to clean impervious surfaces.
Power/Pressure Washer (High Efficiency)	A machine that uses water or a water-based product applied at 1500 pounds per square inch (PSI) or greater.
Reclaimed Water	Municipal wastewater effluent that is given additional treatment and distributed for reuse in certain applications. Also referred to as recycled water.
Soaker Hose	A flexible hose that is designed to slowly emit water across the entire length and connect directly to a flexible hose or spigot. Does not include hose that by design or use sends a fine spray in the air. It is not considered drip irrigation.
Structural Foundation	The lowest and supporting layer of a structure.
Swimming Pool	Any structure, basin, chamber, or tank (including hot tubs) containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point.
Well Water	Water that has been, or is, obtained from the ground by digging, boring, or drilling to access an underground aquifer.



**SECTION I:  
SAMPLE APPLICATION PACKET**

Service Application and Agreement Form

Right of Way Easement (General

Non-Standard Service Application

Non-Standard Service Contract

Customer Service Inspection Agreement

**WINKLER WATER SUPPLY CORPORATION**  
**SERVICE APPLICATION AND AGREEMENT – TCEQ Reg. 290.46(i)**  
(Please Print Clearly)

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

Applicant's Name:

\_\_\_\_\_

Co-Applicant's Name: (If applicable)

\_\_\_\_\_

Current Billing Address:

\_\_\_\_\_

Future Billing Address:

\_\_\_\_\_

Primary Phone No. (\_\_\_\_) \_\_\_\_\_ Alternative Phone No. (\_\_\_\_) \_\_\_\_\_

Email Address:

\_\_\_\_\_

Texas requires that you provide proof of ownership. Please attach a copy of your DEED that has been FILED with the County Clerk.

Driver's License Number of Applicant: \_\_\_\_\_ State of Issuance: \_\_\_\_\_

Legal Description of Property (Include name of road, subdivision with lot and block number and **property ID number**): This information is available on the county appraisal district's website if you do not have it. \_\_\_\_\_

\_\_\_\_\_

Previous Owner's Name and Address (if transferring Membership):

\_\_\_\_\_

\_\_\_\_\_

Acreage: \_\_\_\_\_ Square Feet of Building: \_\_\_\_\_ Number in Family: \_\_\_\_\_ Livestock & Number: \_\_\_\_\_

Special Service Needs of Applicant:

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NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. Please attach a map of the service location

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

**Ethnicity:**

**Race:**

- |   |                                |  |   |
|---|--------------------------------|--|---|
| <input type="checkbox"/> Hispanic or Latino     | <input type="checkbox"/> White | <input type="checkbox"/> Black or African American                 | <input type="checkbox"/> American Indian /Alaska Native |
| <input type="checkbox"/> Not Hispanic or Latino | <input type="checkbox"/> Asian | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |   |

**Gender:**

- |                                 |                               |
|---------------------------------|-------------------------------|
| <input type="checkbox"/> Female | <input type="checkbox"/> Male |
|---------------------------------|-------------------------------|

This AGREEMENT is made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Winkler Water Supply Corporation, a corporation organized under the laws of the state of Texas (hereinafter called the Corporation) and \_\_\_\_\_, as Applicant (hereinafter called Applicant and/or Member),

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

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

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

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

1. The number of taps to be considered in the design; and
2. The number of potential ratepayers considered in determining the financial feasibility of constructing: a new water system; or expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this Agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the

Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

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

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

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

- b. No cross-connection between public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection that allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting that contains more than 0.25% lead may be used for the installation or repair of any public water supply.
- e. No solder or flux that contains more than 0.2% lead may be used for the installation or repair of plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

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

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

In the event the total water supply is insufficient to meet the needs of all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing program

as specified in the Corporation's tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

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

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

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

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

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

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant - Printed Name

\_\_\_\_\_  
Co-applicant – Printed Name

\_\_\_\_\_  
Co-applicant Signature

United States Department of Agriculture – Rural Development Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-941;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

USDA is an equal opportunity provider, employer, and lender.



**UNITED STATES DEPARTMENT OF AGRICULTURE  
Rural Utilities Service  
RIGHT OF WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ and \_\_\_\_\_, (hereinafter called "Grantor", whether one or more), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Winkler Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, and its successors, and assigns, a perpetual easement with the right to erect, construct, install, lay and thereafter access, use, operate, inspect, repair, maintain, replace, upgrade, parallel, enlarge and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantor's property as well as the Grantee's current and future system-wide customers, under, over and across \_\_\_\_\_ acres of land, more particularly described in instrument recorded in Document \_\_\_\_\_ or Vol. \_\_\_\_\_, Page \_\_\_\_\_, Deed Records, \_\_\_\_\_ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, (collectively the "Easement") together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement. The Easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

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

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

(Insert names of lien holders here) \_\_\_\_\_

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

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

IN WITNESS WHEREOF the said Grantor(s) have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

GRANTOR: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) or at any USDA office or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1499 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

**ACKNOWLEDGMENT**

STATE OF TEXAS

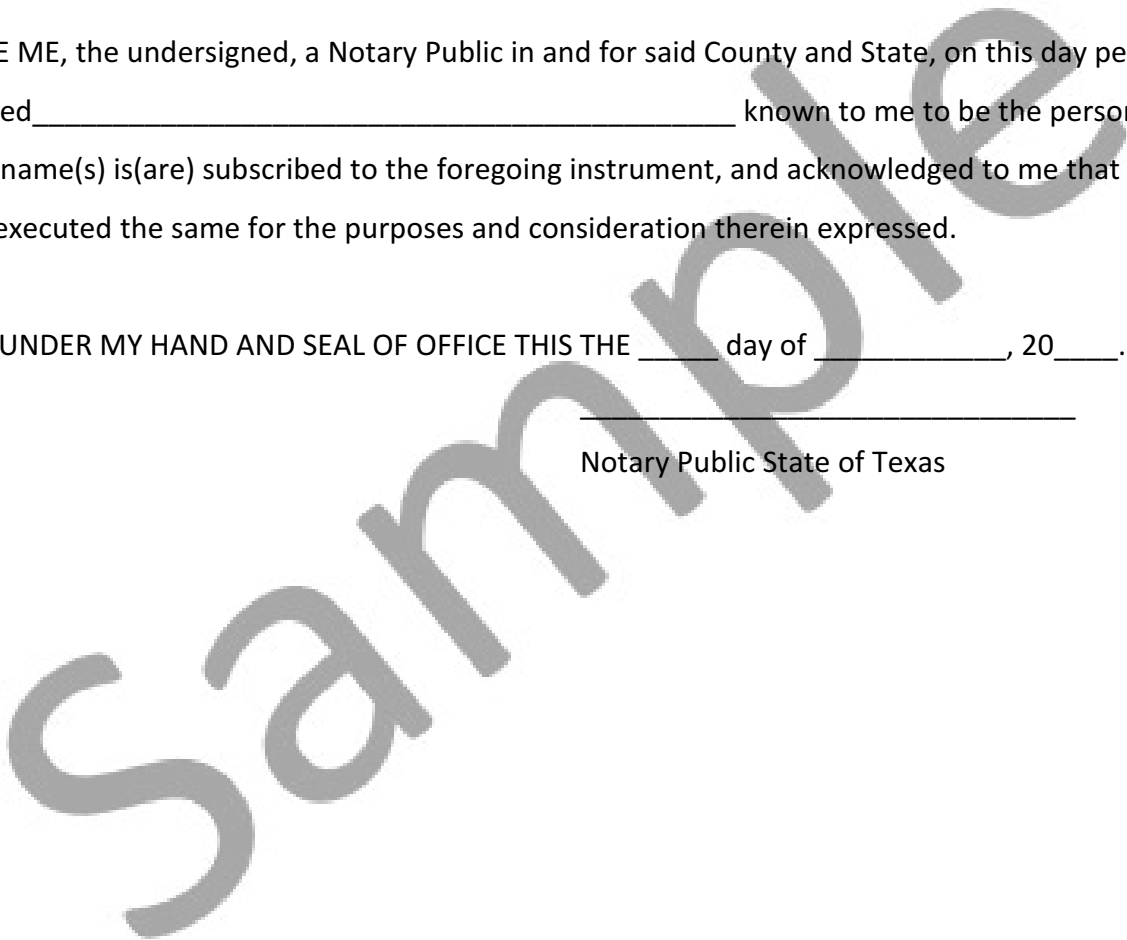
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

(Seal)



**WINKLER WATER SUPPLY CORPORATION  
NON-STANDARD SERVICE APPLICATION**

*Please Print or Type Clearly*

Applicant's Name/Company

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Address/City/State/ZIP:

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

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E-mail

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Please attach a legal description of the proposed development as listed in deed records as a filed plat or parcel of land where other types of non-standard water/sewer service is requested. Plat requirements include: name of subdivision, owner/developer's name, lot sizes and lot lines, lot numbers, right of way dimensions and dedicated utility easements, legal description, highway and county road numbers, total acreage, adjoining property owners, flood plain, and vicinity map. Instrument must show proof of ownership; preliminary plats are acceptable for discussion purposes but an "approved plat" must be provided before contract closing.

Check type of service application or development:

- |                         |                            |                   |              |        |
|-------------------------|----------------------------|-------------------|--------------|--------|
| Residential Subdivision | Multi-family               | Mobile Home Park  | Trailer Park | School |
| Line Extension          | Commercial/Industrial Park | Large Meter (>1") |              |        |
| Multi-use Facility      | Other                      |                   |              |        |

Please list all water demand criteria for each meter or meter equivalent, or attach any engineering studies completed for the proposed service:

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Maximum number of proposed lots: \_\_\_\_\_ Range of standard lot sizes:

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Acreage(s)

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

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Initial needs

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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.

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Please list any additional special service needs not listed above.

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

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

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

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

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

**Required Fees**

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

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



**Corporation's Response to Service Request**

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

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

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

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

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

\_\_\_\_\_  
Date

<p><b>For Corporation Use Only</b></p> <p>_____ Date application received</p> <p>_____ Amount Fees Paid / Date Paid</p> <p>_____ Signature WWSC staff member</p>
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United States Department of Agriculture - Rural Development Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-941;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

USDA is an equal opportunity provider, employer, and lender.

**WINKLER WATER SUPPLY CORPORATION  
NON-STANDARD SERVICE CONTRACT**

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

THIS CONTRACT is made and entered into by and between \_\_\_\_\_ hereinafter referred to as "Applicant", and Winkler Water Supply Corporation, hereinafter referred to as "Corporation".

WHEREAS, Applicant is engaged in developing that certain \_\_\_\_\_ acres of land in \_\_\_\_\_, County, Texas, more particularly known as the \_\_\_\_\_

subdivision, according to the plat thereof recorded at Vol. \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of \_\_\_\_\_ County, Texas, said land being hereinafter referred to as "the Property"; and,

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

WHEREAS, Applicant has requested Corporation to provide such water service to the Property through an extension of Corporation's water system, which includes all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant, such extension being hereinafter referred to as "the Water System Extension"; NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

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

1. Engineering and Design of the Water System Extension
  - a. The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the Corporation and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by Corporation's consulting engineer

prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by Corporation's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".

- b. The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development as provided to Corporation by the Applicant. Corporation may require the Water System Extension to be oversized in anticipation of the needs of other customers of the Corporation, subject to the obligation to reimburse the Applicant for any such oversizing as provided below.

## 2. Required Sites, Easements or Rights-of-Way

- a. Applicant shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.
- b. Any easements acquired by the Applicant shall be in a form approved by Corporation (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to Corporation upon proper completion of the construction of the Water System Extension.
- c. The validity of the legal instruments by which the Applicant acquires any such easements and by which Applicant assigns such easements to Corporation must be approved by Corporation's attorney.

## 3. Construction of the Water System Extension

- a. Applicant shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the Corporation. Corporation may reject any bid.
- b. The Water System Extension shall be constructed in accordance with the approved plans and specifications. Corporation shall have the right to inspect all phases of the

construction of the Water System Extension. Applicant must give written notice to Corporation of the date on which construction is scheduled to begin so that Corporation may assign an inspector. Corporation may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. Dedication of Water System Extension to Corporation

- a. Upon proper completion of construction of the Water System Extension and final inspection thereof by Corporation, the Water System Extension shall become the property of the Corporation. The Water System Extension shall thereafter be owned and maintained by Corporation subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Water System Extension shall be made by the Corporation.
- b. Upon transfer of ownership of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for \_\_\_\_ months following the date of the transfer.

5. Cost of the Water System Extension

- a. Applicant shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
  - i. engineering and design;
  - ii. easement or right -of-way acquisition;
  - iii. construction;
  - iv. inspection;
  - v. attorneys' fees; and
  - vi. governmental or regulatory approvals required to lawfully provide service.
  - vii. Applicant shall indemnify Corporation and hold Corporation harmless from all of the foregoing costs.

- b. Provided, however, nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by Corporation.
  - c. If Corporation has required the Water System Extension to be oversized in anticipation of the needs of the other customers of Corporation, Corporation shall reimburse Applicant for the additional costs of construction attributable to the oversizing, as determined by the Corporation's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to Corporation.
6. Service From the Water System Extension
- a. After proper completion and dedication of the Water System Extension to Corporation, Corporation shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of Corporation and the payment of the following:
    - i. All standard rates, fees and charges as reflected in Corporation's approved tariff;
    - ii. Any applicable Equity Buy-In fee adopted by Corporation;
  - b. It is understood and agreed by the parties that the obligation of Corporation to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
  - c. Unless the prior approval of Corporation is obtained, the Applicant shall not:
    - i. construct or install additional water lines or facilities to service areas outside the Property;
    - ii. add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
    - iii. connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. Effect of Force Majeure

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

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

8. Notices

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

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Any notice mailed to Applicant shall be addressed:

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

9. Breach of Contract and Remedies

- a. If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- b. In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.



- c. The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Contract.

10. Third Parties

It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.

11. Captions

Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.

12. Context

Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

13. Mediation [Optional]

Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.

14. Litigation Expenses

Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

15. Intent

The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.

16. Multiple Originals

This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.

17. Authority

The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.

18. Severability

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

19. Entire Agreement

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

20. Amendment

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

21. Governing Law

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

22. Venue

Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in \_\_\_\_\_ County, Texas.

23. Successors and Assigns

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

24. Assignability

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

25. Effective Date

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

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

Winkler Water Supply Corporation

APPLICANT

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

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

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

United States Department of Agriculture - Rural Development Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity

conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-941;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

USDA is an equal opportunity provider, employer

**Texas Commission on Environmental Quality**  
**Reg. 290.46(f)(3)(E)(iv)**  
**CUSTOMER SERVICE INSPECTION AGREEMENT**

1. **PURPOSE.** Winkler Water Supply Corporation ("WWSC") is responsible by law for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this Customer Service Inspection Agreement ("the Agreement") is to notify each customer of the restrictions which are in place to provide this protection. WWSC enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before WWSC will begin service. In addition, when service to an existing connection has been suspended or terminated, WWSC will not re-establish service unless it has a signed copy of this agreement.
2. **RESTRICTIONS.** The following unacceptable practices are prohibited by State regulations.
  - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap and appropriate backflow prevention device.
  - b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
  - c. No connection which allows water to be returned to the public drinking water supply is permitted.
  - d. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
  - e. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

3. SERVICE AGREEMENT. The following are the terms of the Customer Service Agreement between WWSC and the Member or Applicant (herein the "Customer").
  - a. WWSC will maintain a copy of this Agreement as long as the Customer and/or the premises are connected to WWSC's system.
  - b. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the water system or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities.
  - c. WWSC shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or periodic re-inspection.
  - d. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his/her premises.
  - e. The Customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by WWSC. Copies of all testing and maintenance records shall be provided to WWSC.
  - f. The Customer shall pay WWSC an upfront fee of \$100.00 for the CSI Inspection; however, the Customer agrees to pay any additional expenses the CSI Inspector charges WWSC for the CSI Inspection.
4. ENFORCEMENT. If the Customer fails to comply with the terms of this Customer Service Agreement, WWSC shall, at its option:
  - a. Terminate service or
  - b. Properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Agreement shall be billed to the Customer.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Applicant - Signature

\_\_\_\_\_  
Co-Applicant - Signature

\_\_\_\_\_  
Applicant - Printed Name

\_\_\_\_\_  
Co-Applicant - Printed Name

United States Department of Agriculture - Rural Development Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-941;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

USDA is an equal opportunity provider, employer, and lender.

## **SECTION J: MISCELLANEOUS AND SAMPLE TRANSACTION FORMS**

Alternate Billing Agreement

Dedication, Bill of Sale and Assignment

Deferred Payment/Installment Agreement

Easement Denial Letter and Affidavit

Easement Acknowledgment of Refusal

Easement Release

Equipment and Line Dedication Agreement

Letter to Non-Standard Service Applicant

Line Extension Refund Agreement

Membership Mortgage Agreement

Meter Test Authorization and Test Report

Notice for Need of Customer Service Inspection

Notice of Disconnection

Notice of Prohibition of Multiple Connections to a Single Tap

Notice of Returned Check

Notice to Owner of Rental Property Past Due Account

Notice of Requirement to Comply with the Subdivision and Service Extension Policy of Winkler Water  
Supply Corporation

Optional Confidentiality Request Form

Proof of Ownership Needed

Request for Discontinuance of Service and Membership Termination

Termination Notice - Meter Locked

Calculation of the Average Net Equity Buy-in Fee



**Please Note:**

**All correspondence issued by Winkler Water Supply Corporation has the following included at the end:**

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) or at any USDA office or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1499 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

**This statement has been omitted from the following documents in this section for the conservation of space and paper.**

**WINKLER WATER SUPPLY CORPORATION  
ALTERNATE BILLING AGREEMENT**

MEMBER NAME: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

SERVICE ADDRESS:

\_\_\_\_\_  
I hereby authorize Winkler Water Supply Corporation (the "Corporation") to send all billings on my account to the person(s) and address below until further written notice:

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

I understand that under this Agreement that I will be given notice by the Corporation of all delinquencies on this account prior to disconnection of service. A notification fee shall be charged to the account in accordance with the provisions of the Corporation's Tariff.

I understand that if I request that my membership be terminated at this location, thereby discontinuing service to an occupied rental property, that the Corporation will provide the above listed person with written notice of disconnection five (5) days prior to the scheduled disconnection date.

I also understand that as the property owner and member of Winkler Water Supply Corporation, I am responsible to ensure that this account balance is kept current, in accordance with the Corporation's Tariff Section E 11 e and E 19. If service has been disconnected, this Account shall not be reinstated until all debt on the account has been paid in full.

**Member:**

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

Printed Name: \_\_\_\_\_

**WINKLER WATER SUPPLY CORPORATION  
DEDICATION, BILL OF SALE AND ASSIGNMENT**

(Individual Service Form)

THE STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

§

KNOW ALL BY THESE PRESENTS §

This Dedication, Bill of Sale and Assignment is entered into and effective as of \_\_\_\_\_, 20\_\_\_\_, by and between Winkler Water Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code ("Corporation") and \_\_\_\_\_ ("Member").

**RECITALS:**

Corporation and Member have previously entered into that certain Non-Standard Service Agreement dated \_\_\_\_\_ (the "Agreement"). Pursuant to Section \_\_\_\_ of the Agreement, Member has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the Member's property located at \_\_\_\_\_, in \_\_\_\_\_ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all easements, rights-of-way and permits, licenses or approvals, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

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

**DEDICATION, ASSIGNMENT AND AGREEMENT**

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

Corporation's successors and assigns the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in any wise belonging, and Member does hereby bind himself/herself, his/her successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition, the Winkler Water Supply Corporation, through its authorized representative, having agreed to accept the Facilities described in Exhibit "A", shall hold harmless Member from this day forward, from any costs for repairs or maintenance of said Facilities or any part of said Facilities. EXECUTED AND EFFECTIVE as of the date first written above.

MEMBER:

Member Signature: \_\_\_\_\_

Member Printed Name: \_\_\_\_\_

THE STATE OF TEXAS §

§

THE COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [MEMBER]

\_\_\_\_\_

Notary Public - State of Texas

(Seal)

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:  
Winkler Water Supply Corporation  
2038 Loper Drive  
Streetman, Texas 75859

**WINKLER WATER SUPPLY CORPORATION  
DEFERRED PAYMENT/INSTALLMENT AGREEMENT**

By execution of this Agreement, the undersigned \_\_\_\_\_ (Account \_\_\_)  
agrees to payment of outstanding debt of \$ \_\_\_\_\_ as set forth below:

Member agrees to pay \$ \_\_\_\_\_ per month, in addition to each month's water utility service rates,  
fees, and charges, as set forth in the Winkler Water Supply Corporation (WWSC) Tariff, until the  
account is paid in full. Late fees normally assessed by the corporation on the original unpaid balance  
shall not apply to the declining unpaid balance if payments are made on or before the due date.  
Failure to make required and timely payments as provided in this deferred payment agreement will  
void this agreement and service will be discontinued. The Corporation may consider another deferred  
payment agreement provided payments will be made by automatic bank draft.

\_\_\_\_\_  
PRINTED NAME: Member

\_\_\_\_\_  
SIGNATURE: Member  
MUST BE NOTARIZED BELOW

IN THE STATE OF TEXAS, COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF the said Member/Applicant has executed this instrument this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day  
personally appeared \_\_\_\_\_, know to me to be the person whose  
name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the  
same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas.

Commission Expires \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\*\*\*\*\*

APPROVED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ at the regular  
monthly meeting of the Board of Directors of the Winkler Water Supply Corporation.

\_\_\_\_\_  
President, Winkler Water Supply Corporation

**WINKLER WATER SUPPLY CORPORATION  
EASEMENT DENIAL LETTER AND AFFIDAVIT**

Date:

(Name of Property Owner  
Property Owner’s Address)

VIA: First Class Mail and Certified Mail, Return Receipt Requested No. \_\_\_\_\_

Dear \_\_\_\_\_:

Winkler Water Supply Corporation has requested an easement for a water distribution system across your property. To date, you have not provided such easement. It is now necessary that the requested easement be granted or refused by you, and the Corporation is asking that you do so within thirty (30) days after receipt of this letter. A copy of the requested easement is enclosed with this letter.

If the Corporation does not receive a completed easement within the 30 days specified, the Corporation will consider this failure to be a denial of easement on your part and the Corporation will complete and sign a copy of this letter to be retained in the Corporation’s records for future water service to your property.

If, at some future time you (or another owner of your property or any portion of your property) requests water service, the Corporation will require an easement before water service will be provided, as authorized by Section 49.218(d) - (f) of the Texas Water Code. At that time, and in addition to other costs required for water service, the Corporation will require payment of all reasonable costs for relocation or construction of the water distribution system along the easement that will be provided. (The Corporation’s Engineer estimates this cost to be \_\_\_\_\_, as reflected in the attached document. This cost could be greater in the future.) You may wish to consult your attorney as to whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.

If you need any clarification on this matter, or wish to discuss any aspects of the enclosed easement, please contact our office, 2038 Loper Drive, Streetman TX 75859, or 903.559.9096.

We appreciate your attention to this matter.

Sincerely,

[appropriate signature]

**WINKLER WATER SUPPLY CORPORATION  
EASEMENT ACKNOWLEDGMENT OF REFUSAL**

I, \_\_\_\_\_, hereby refuse to provide the easement requested by Winkler Water Supply Corporation for authority to construct/operate a water distribution system across my property.

**AFFIDAVIT**

Being duly sworn upon my oath, I hereby certify that this is a true copy of the Easement Denial Letter and attached easement sent by certified mail to \_\_\_\_\_ on \_\_\_\_\_, and a signed receipt verifying delivery and acceptance is attached to this Affidavit. This Affidavit will be maintained as a part of the records of Winkler Water Supply Corporation. I further certify that a signed easement or signed Acknowledgment of Refusal was not received within thirty days following receipt by \_\_\_\_\_. I further attest that the Corporation's engineer has provided \_\_\_\_\_ a current estimate of the cost (copy attached) for replacing/constructing the water distribution system within the requested easement with notice that the cost may increase in the future.

\_\_\_\_\_  
[name]  
[position with the corporation]

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

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

THIS INSTRUMENT was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

(Seal)

Notary Public, \_\_\_\_\_ County, Texas  
My Commission Expires: \_\_\_\_\_

**WINKLER WATER SUPPLY CORPORATION  
EASEMENT RELEASE**

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

KNOW ALL MEN BY THESE PRESENTS THAT:

WINKLER WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code ("WWSC"), is the legal and equitable owner and holder of the easement described in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the \_\_\_\_\_ County Deed Records (the "Easement"), covering the real property described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, WWSC hereby RELEASES and DISCHARGES the Property from the rights, titles and interests covering such Property held by WWSC by virtue of the Easement and hereby RELEASES and TERMINATES the Easement to the extent it covers the Property. This Release of Easement shall in no way obligate nor require WWSC to physically remove the waterlines or pipelines currently located in the Property pursuant to the Easement.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WINKLER WATER SUPPLY CORPORATION  
a Texas water supply corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

[SEAL]

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



**WINKLER WATER SUPPLY CORPORATION  
EQUIPMENT AND LINE DEDICATION AGREEMENT**

I, \_\_\_\_\_ (Transferor - Name of person, entity, corp., or other), having complied with the Winkler Water Supply Corporation's Developer, Subdivision, and Non-Standard Service Requirements, do hereby dedicate, transfer and assign to the Winkler Water Supply Corporation ("Corporation") all rights and privileges to and ownership of equipment and or line(s) installed as a condition of service; the equipment and or line(s) being described in the Non-Standard Service Agreement between the Corporation and Transferor and the Non-Standard Service Contract dated \_\_\_\_\_, including any amendments thereto and being further described as follows: (or see Attachments)

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

The Winkler Water Supply Corporation, through its designated representative, has agreed to accept the equipment and or line(s) as described in the above reference documents and attachments. The Corporation shall hold harmless

\_\_\_\_\_ (name of person, entity etc.) from this day forward, for any costs for repairs or maintenance of said equipment and or line(s), notwithstanding any warranty or bond for said repairs as per the Non-Standard Service Contract/Agreement.

This agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ by:

Winkler Water Supply Corporation

\_\_\_\_\_  
Corporation Official Signature

\_\_\_\_\_  
Transferor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                  Zip

\_\_\_\_\_  
City                  Zip

THE STATE OF TEXAS, COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF the said Transferor and the Corporation Representative have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary Public (Seal)

Sample

**WINKLER WATER SUPPLY CORPORATION**  
**LETTER TO NON-STANDARD SERVICE APPLICANT**

Non-standard Applicant  
Address  
City, State Zip code

Dear \_\_\_\_\_:

Thank you for your interest in becoming a member of Winkler Water Supply Corporation (WWSC). It is our understanding that your property has never had a WWSC meter and we do not have a water line that runs to or along your property.

WWSC is a member-owned, non-profit organization regulated by the State of Texas. We are authorized to extend our lines and service within our designated service area, but we cannot make our existing members pay for this by increasing their rates.

In order to install the first meter on property that has never had a WWSC meter, each applicant must pay an Equity Buy-in fee that is set at an amount that will bring the new member to a par value with existing members. In other words, once the Equity Buy-in fee is paid, the new member is deemed to have contributed as much to WWSC's equity as previous members have through their Equity Buy-in fees and water bill payments.

The amount is calculated once a year according to a formula provided by the Texas Rural Water Association and can be found in WWSC's current tariff on [www.winklerwater.com](http://www.winklerwater.com). Currently, the Equity Buy-in Fee is \$\_\_\_\_\_. If your property was located on one of our existing lines, you could obtain service by paying the following:

- Equity Buy-in fee: \_\_\_\_\_
- Meter installation fee: \_\_\_\_\_
- Membership fee: \_\_\_\_\_
- Administrative fee: \_\_\_\_\_

Unfortunately, since we do not currently have a line servicing your area, in addition to the above fees, you will also need to pay all costs associated with bringing water to your property.

WWSC can begin the process of determining the costs for bringing water to your property, once we receive a Non-Standard Service Investigation fee. This fee pays the initial administrative, legal and engineering expenses (if any) needed to provide you with information about obtaining water service. The fee is currently \$\_\_\_\_\_. Please keep in mind any investigation costs above the Non-Standard Service Investigation fee will need to be paid by you before WWSC can proceed, and if investigation expenses are less than the amount listed above, you will receive a refund of the unused amount.

Once WWSC provides you with the information about all costs associated with bringing water to your property, that amount will also need to be paid before construction can begin.

WWSC does not "make money" on line extensions or meter installations, but we must recover all expenses. We cannot ask your neighboring members and other WWSC members to bear the cost of providing your property with potable water.

WWSC has sufficient water to meet your needs, and as representatives of all WWSC members, the Board of Directors is eager to assist you in any way we can. Contact information and office hours are noted above.

Respectfully yours,

The Board of Directors  
WINKLER WATER SUPPLY CORPORATION

Sample

**WINKLER WATER SUPPLY CORPORATION  
LINE EXTENSION REFUND AGREEMENT**

The Board of Directors for Winkler Water Supply Corporation ("WWSC") affirms that \_\_\_\_\_ ("Member") will be compensated as provided in this Line Extension Refund Agreement approved at the regular board meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on a prorated basis for construction costs for the \_\_\_\_\_ feet of \_\_\_\_\_ inch line extension which has been paid by Member. This will be collected from all approved applicants requesting service from said line extension, to a maximum of \_\_\_\_\_ connections for a period not to exceed \_\_\_\_\_ years from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ after which time the Line Extension Refund Agreement will expire and WWSC shall be under no further obligation to Member. WWSC shall transfer said compensation within thirty (30) days of receipt.

It is to understand that the WWSC will secure \_\_\_\_\_ (dollar amount) through new customer service fees from each of the first \_\_\_\_\_ applicants for service from said line extension, and from no other sources. Accordingly, the compensation provided by this Line Extension Refund Agreement will be modified automatically in the event any applicant requesting service from said line extension obtains a final administrative or Judicial Determination limiting the amount WWSC may charge applicants for service from said line extension.

This agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by: Winkler Water Supply Corporation and \_\_\_\_\_.

\_\_\_\_\_  
Signature: President, Winkler Water Supply Corporation  
Winkler Water Supply Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature: Member  
Member Name  
Address  
City, State Zip Code

\_\_\_\_\_  
Date

THE STATE OF TEXAS, COUNTY OF \_\_\_\_\_

IN WITNESS WHEREOF the said Member of Winkler Water Supply Corporation has executed this instrument this \_\_\_\_\_ day of - \_\_\_\_\_, 20\_\_\_\_.

BEFORE ME, the undersigned, a Notary Public in and for \_\_\_\_\_ County and State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public Signature) [ Seal]

Sample

**WINKLER WATER SUPPLY CORPORATION  
MEMBERSHIP MORTGAGE AGREEMENT**

This agreement hereby verifies that the Winkler Water Supply Corporation (WWSC) provides or is able to provide utility service under the terms and conditions of its Tariff to the property so designated in this agreement. The WWSC does meet the service requirements of the Public Utility Commission and Texas Commission on Environmental Quality and currently holds all authorization or certification required.

The Membership available/assigned to this property is transferable to all legally qualifying interests upon compliance with the terms and conditions of the WWSC’s Tariff, including but not limited to completion of all required forms and applications, payment of all fees, and payment of final account balances.

The WWSC shall notify any Loan/Membership guarantor and/or mortgagee by certified mail at least thirty (30) days prior to Membership/Service termination and guarantor/mortgagee hereby guarantees payment of any account balances required to prevent termination of Membership by the WWSC.

A guarantor and/or mortgagee shall qualify as a bona fide lien-holder to the Membership by providing a Deed of Trust\*, to be hereto affixed, for the real property in question and designated below which clearly defines the guarantor and/or mortgagee as the lien-holder of the Membership and the real property for which Membership was issued. WWSC shall notify the entity so designated in the Deed of Trust\*.

Legal Description of Property:

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

\_\_\_\_\_  
Mortgagee (Lien-Holder)

\_\_\_\_\_  
Guarantor (If Applicable)

\_\_\_\_\_  
Winkler Water Supply Corporation Representative

\_\_\_\_\_  
Date

**Note:** \*Please attach Deed of Trust or other proof of ownership for permanent record.

**WINKLER WATER SUPPLY CORPORATION  
METER TEST AUTHORIZATION AND TEST REPORT**

NAME:

\_\_\_\_\_

ADDRESS/LOCATION:

\_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_ PHONE NUMBER (DAY): \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ METER SERIAL NUMBER: \_\_\_\_\_

REASONS FOR REQUEST:

\_\_\_\_\_

Members requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. The test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench or on-site with an acceptable certified test meter. Member agrees to pay \$35.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service. In the event that the Member is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Member after the date of the test.

\_\_\_\_\_

Signed by Member

TEST RESULTS

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

Register test \_\_\_\_\_ minutes at \_\_\_\_\_ gallons per minute recorded per \_\_\_\_\_ gallons.

Meter tests accurately - no adjustments due.

Meter tests high - adjustment due on water charges by \_\_\_\_\_ %

Meter tests low - no adjustment due.

Test conducted by \_\_\_\_\_ Approved



**WINKLER WATER SUPPLY CORPORATION**  
**NOTICE FOR NEED FOR CUSTOMER SERVICE INSPECTION**

Member  
Address  
Streetman, TX 75859

Account #

Dear \_\_\_\_\_:

The Texas Commission on Environmental Quality (TCEQ) requires us to have a completed Customer Service Inspection CERTIFICATE in our files for Winkler Water Supply Corporation (WWSC) members. We have given your information to a state-licensed CSI Inspector and he will contact you to schedule your inspection. Winkler Water Supply does not make money on these inspections. We will pay the licensed inspector based upon his invoice and then add the charge to your water bill. It is usually \$\_\_\_\_\_.

For your convenience, we have attached a copy of the Customer Service Inspection AGREEMENT you signed when you became a member and information about garden hoses and hose bibb vacuum breakers. Unfortunately, many of our customers do not pass the inspection because they do not have hose bibb vacuum breakers on every outdoor faucet. We are including this information in an effort to eliminate the hassle of an inspection that results in non-compliance for this common issue.

These inspections are an important aspect of our Cross-connection Control Program. Since members do not need city or county plumbing inspections, the Customer Service Inspection is the most effective tool available to protect you and your neighbors from situations where the clean, potable water supplied by WWSC could become contaminated by errors or accidents occurring in water lines installed and maintained by our customers.

We greatly appreciate your cooperation in this matter and encourage you to learn more about your water system by attending the monthly Board of Director meetings and frequently checking our website at [www.winklerwater.com](http://www.winklerwater.com). If you have any questions, please contact the office manager at 903-599-9096 or [winklerwater@windstream.net](mailto:winklerwater@windstream.net).

Respectfully yours,  
Winkler Water Supply Corporation  
Board of Directors

**WINKLER WATER SUPPLY CORPORATION**  
**NOTICE OF DISCONNECTION**

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED DISCONNECTION:

You are hereby notified that your account is delinquent and your service is in jeopardy of being disconnected. If our office does not receive payment within ten days of the date of this notice, your service will be disconnected. Once service has been disconnected, all fees including past due fees, late fees, trip fees, etc. must be paid to re-establish service. Please arrange payment on your account as soon as possible to avoid disconnection.

Payments may be made in person at the WWSC office, 2038 Loper Drive, Streetman, TX 75859, Tuesday - Thursday, 10 AM - 5 PM, or on-line 24/7 by credit or debit card at [www.winklerwater.com](http://www.winklerwater.com).

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Corporation Official

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Title

**WINKLER WATER SUPPLY CORPORATION**  
**NOTICE OF PROHIBITION OF MULTIPLE CONNECTIONS**  
**TO A SINGLE TAP**

Delivery by Priority Mail

DATE: \_\_\_\_\_

FROM: Board of Directors  
Winkler Water Supply Corporation

TO: \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

You are hereby notified that Winkler Water Supply Corporation (“Corporation”) has sufficient reason to believe a Multiple Connection exists on your property at \_\_\_\_\_.

This is a violation of the Corporation’s tariff, Section E Prohibition of Multiple Connections. Pursuant to the tariff, no more than one (1) residential, commercial, or industrial service connection is allowed per meter/tap. A copy of the tariff is on our website at [www.winklerwater.com](http://www.winklerwater.com).

Winkler Water Supply includes this provision in its Tariff in order to be in compliance with regulatory requirements of the State of Texas. See 16 Texas Administrative Code (TAC) Section 24.89 (a)(4), and TAC 290.38(15) and 290.44(d)(4).

The Corporation shall discontinue service under the Disconnection with Notice provisions of the Corporation’s tariff if the Multiple Connection is not rectified by the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

If you believe we have made an error in our determination of multiple connections to a single meter/tap, we look forward to discussing the issue with you.

Respectfully yours,

The Board of Directors  
Winkler Water Supply Corporation

**WINKLER WATER SUPPLY CORPORATION  
NOTICE OF RETURNED CHECK**

DATE: \_\_\_\_\_

Dear \_\_\_\_\_:

Your check number \_\_\_\_\_ in the amount of \$\_\_\_\_\_, dated \_\_\_\_\_ 20\_\_, has been returned to us by the bank. Please replace the check within ten days from the date of this notice with cash, money order or certified check. Include the charges listed below to avoid disconnection of water/wastewater service at;

\_\_\_\_\_  
Address of Service

\_\_\_\_\_  
Account #

- 1. Original amount billed - \_\_\_\_\_
  - 2. Late fees - \_\_\_\_\_
  - 3. Return check fee \_\_\_\_\_
- Total Due - \_\_\_\_\$\_\_\_\_\_

If you have any questions, please contact us at 903-599-9096

\_\_\_\_\_  
Corporation Official

\_\_\_\_\_  
Title

**WINKLER WATER SUPPLY CORPORATION**  
**NOTICE TO OWNER OF RENTAL PROPERTY PAST DUE ACCOUNT**

You are hereby given notice as per the Alternate Billing Agreement on your account # \_\_\_\_\_ that your renter/lessee is past due on this account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and utility service is scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern reconnection of service. A fee of \$ \_\_\_\_\_.00 has been posted to the account for mailing of this notice the late/disconnection notice to your renter/lease and a fee of \$ \_\_\_\_\_ has been added for this notice to owner. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to the member. If you have any questions concerning the status of this account, please do not hesitate to call our office at 903-599-9096.

\_\_\_\_\_  
Winkler Water Supply Corporation  
Title: \_\_\_\_\_

Alternate Billing Account Name \_\_\_\_\_  
Address \_\_\_\_\_  
Account # \_\_\_\_\_  
Amount Due Including Service Charges \_\_\_\_\_  
Final Due Date \_\_\_\_\_



## **NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF WINKLER WATER SUPPLY CORPORATION**

Pursuant to Chapter 13.2502 of the Texas Water Code, Winkler Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Winkler Water Supply Corporation, Certificate of Convenience and Necessity No. 10754, in Navarro County or Freestone County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with DEVELOPER, SUBDIVISION, AND NON-STANDARD SERVICE REQUIREMENTS (the "Subdivision Policy") contained in Section F of Winkler Water Supply Corporation's tariff.

Winkler Water Supply Corporation is not required to extend retail water or sewer utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Applicable elements of the Subdivision include:

- Evaluation by Winkler Water Supply Corporation of the impact a proposed subdivision service extension will make on Winkler Water Supply Corporation's water supply/sewer service system and payment of the costs for this evaluation;
- Payment of reasonable costs or fees by the developer for providing water supply/sewer service capacity;
- Payment of fees for reserving water supply/sewer capacity;
- Forfeiture of reserved water supply/sewer service capacity for failure to pay applicable fees;
- Payment of costs of any improvements to Winkler Water Supply Corporation's system that is necessary to provide the water/sewer service;
- Construction according to design approved by Winkler Water Supply Corporation and following inspection of the construction, dedication by the developer of water/sewer facilities within the subdivision to Winkler Water Supply Corporation.

Winkler Water Supply Corporation's tariff and a map showing Winkler Water Supply Corporation's service area may be reviewed at Winkler Water Supply Corporation's offices, at 2038 Loper Drive, Streetman, Texas 75859; the tariff and service area map also are filed of record at the Public Utilities Commission and may be reviewed by contacting the Public Utility Commission of Texas 1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326 at 512-936-7000 or [web@puc.texas.gov](mailto:web@puc.texas.gov)

**WINKLER WATER SUPPLY CORPORATION  
OPTIONAL CONFIDENTIALITY REQUEST FORM**

**CUSTOMER REQUEST THAT PERSONAL INFORMATION CONTAINED IN WINKLER WATER SUPPLY CORPORATION RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS**

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

**IS THERE A CHARGE FOR THIS SERVICE?**

Yes. There is a one-time charge of \$10.00 to cover the cost of implementation. You may attach your payment to the completed request or the fee can be added to your water bill.

**HOW CAN YOU REQUEST THIS?**

Simply complete the form at the bottom of this page and return it to: Winkler Water Supply Corporation at 2038 Loper Drive, Streetman, Texas 75859

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

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

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

**Detach and Return This Section**

I want you to make my personal information, including my address, telephone number, usage and billing records, and social security number confidential. I have enclosed my payment of \$10.00 for this service or hereby grant permission for the one-time charge to be added to my water bill.

\_\_\_\_\_  
Name of Account Holder

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Area Code/Telephone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature

**WINKLER WATER SUPPLY CORPORATION  
PROOF OF OWNERSHIP NEEDED**

Member Name  
Address  
City, State Zip Code

Account # \_\_\_\_\_

**PROOF OF OWNERSHIP - NEEDED**

Dear \_\_\_\_\_:

A review of our records shows that we have not received a copy of the deed associated with water service being provided at \_\_\_\_\_. The Texas agencies that regulate Winkler Water Supply Corporation (WWSC) require that we have proof in our files that each meter/tap is located on a member's property and providing water service to only one dwelling on that property.

We need a copy of the FILED property deed showing the file-mark of the County Deed Records and the Document Number or Volume and Page Number(s) where recorded. If we do not receive the deed copy by \_\_\_\_\_, WWSC will hire a researcher to go to the courthouse and copy your deed. We will then add the researcher's fee to your next water bill. WWSC will not receive any income from this transaction, but we will need to recover the expense of paying for the document and research.

We have found that customers often prefer to pay this research fee than being inconvenienced by obtaining the proof of ownership/deed themselves. Before we started hiring a researcher, WWSC's only other option was to lock the meters of customers who did not provide the needed documents. The fees for locking and unlocking a meter are currently \$\_\_\_\_\_.

If you have a copy of your FILED deed, you can fax it to us at 903-599-2190 or email it to [winklerwater@windstream.net](mailto:winklerwater@windstream.net). We must be able to read the Document Number and/or Volume and Page Number showing where the deed is recorded with the County Clerk.

Thank you for your cooperation in this matter, and please contact the office if you have any questions.

Respectfully yours,

Winkler Water Supply Corporation  
Board of Directors



**WINKLER WATER SUPPLY CORPORATION**  
**REQUEST FOR SERVICE DISCONTINUANCE & MEMBERSHIP TERMINATION**

I, \_\_\_\_\_, hereby request that my membership for Account Number \_\_\_\_\_ be terminated. The water service address for this account is

\_\_\_\_\_.

I understand my membership fee will be applied to outstanding charges on the account and/or refunded. I understand that if I should ever want service reinstated on the property associated with this account, I will have to reapply for service as a new member, and I may have to pay all costs as indicated in the then-current copy of the Winkler Water Supply Corporation Tariff.

Charges for water service will terminate on the latter of the following:

- 1) The \_\_\_\_\_ day of \_\_\_\_\_, 20\_ \_\_\_\_\_ or
- 2) When this signed statement is received in the Winkler Water Supply Corporation office. I understand and agree that a \$25.00 fee may be incurred and will be deducted from the membership fee in addition to final water usage fees and the pro-rated base rate.

(For Residential Account)

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

(For Non-residential Account)

If applicable, I further represent to the Corporation that I am the duly authorized representative of \_\_\_\_\_ and have full authority to execute this Request for Service Discontinuance on behalf of said entity.

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

**WINKLER WATER SUPPLY CORPORATION  
TERMINATION NOTICE - METER IS LOCKED**

Member name  
Address  
City, State Zip Code

Account # \_\_\_\_

Dear Member:

The meter associated with your property at \_\_\_\_\_ has been locked for nonpayment. Please let us know if you want to terminate your water service at this location.

A Request for Service Discontinuance & Membership Termination form is enclosed for your convenience if you no longer need water service.

Winkler Water Supply does have the authority to pull this meter if you do not pay the enclosed bill - even if you do not return the enclosed form. We certainly do not want to do that and would greatly appreciate it if you can let us know your decision as soon as possible.

Per our regulations this letter serves as a notice of service discontinuance and membership termination and we can pull the meter without contacting you again. If you want to keep your membership, please pay the enclosed bill - including the locking and unlocking fees.

If you have any questions, please contact \_\_\_\_\_ at  
winklerwater@windstream.net or 903-599-9096.

Respectfully yours,

The Board of Directors  
WINKLER WATER SUPPLY CORPORATION

**WINKLER WATER SUPPLY CORPORATION**  
**CALCULATION OF THE AVERAGE NET 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 the Corporation's facilities and capacity that have been made previously by existing Members. This fee shall be accessed 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.

Meaningful determination of the Average Net Equity Buy-In Fee is achieved only when the following conditions are met in calculation of the fee:

1. An accurate accounting of the fixed and cash assets of the utility should be maintained, preferably by a Certified Public Accountant; and
2. All funds obtained as an Equity By-In Fee or other similar funds are to be used for future capital expenditures should be maintained in a separate fund and earmarked for this purpose. This amount should not include the Membership Reserve or debt reserves;
3. A realistic depreciation schedule should be maintained for each asset item based on its anticipated useful life rather than on the life of the deb incurred to pay for the asset; and
4. An actual count should be retained of existing and terminated accounts for which capital contributions have been received, but not to include Membership transfers. This count shall be the number of Contributing Members on which the average is taken in calculation of the Net Equity Buy-In Fee.

The formula applied to such fee shall be calculated annually after receipt of the system audit is as follows:

Total ASSETS of the Corporation

MINUS:	Accumulated Depreciation
MINUS:	Outstanding Corporation Debt Principal
MINUS:	Developer Contributions
MINUS:	Grants received & other contributed equity
DIVIDED BY:	Total number of Members
<b>EQUALS:</b>	<b>Average Net Equity Buy-In Fee</b>