Fayette Water Supply Corporation

Tariff

Revised May 2019

Fayette Water Supply Corporation
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Telephone: (979) 968-6475
www.fayettewsc.com

Date Approved/Amended 5-20-19

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SECTION A. RESOLUTIONS

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

1. This Tariff of the Fayette Water Supply Corporation (FWSC), serving in Fayette, Gonzales and Bastrop Counties consisting of Sections A. through K. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of May 20, 2019.

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

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

4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation and a copy may be viewed on the Corporation's website, www.fayettewsc.com. 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.

PASSED and APPROVED this **20th day of May, 2019.**

Vice President, Fayette Water Supply Corporation

Secretary, Fayette Water Supply Corporation

Date Approved/Amended 5-20-19

SECTION B. STATEMENTS

1. ***Organization.*** The Fayette Water Supply Corporation ("Corporation" or "FWSC") is a member-owned, non-profit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to member owned, member controlled non-profit corporations for the purpose of furnishing potable water utility service. 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 Members 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 to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.

4. ***Corporation Bylaws.*** The Corporation Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation's office and a copy may be viewed on the Corporation's web page at www.fayettewsc.com.

5. ***Fire Protection Responsibility.*** The Corporation **does not provide nor imply** that fire protection is available. All hydrants or flush valves are for the operation and maintenance of the system, but 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.

Date Approved/Amended 5-20-19

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

7. ***Information Disclosure.*** The records of the Corporation shall be kept in the Corporation office in La Grange, 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 Member 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 Members and Members notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

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

9. ***Grievance Procedures.*** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:
    a. By presentation of concerns to the Corporation's manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
    b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.

c. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.

d. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.

10. ***Customer Service Inspections.*** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(j)) (See Tariff Section G. 23.)

11. ***Submetering Responsibility.*** Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution system provided the Master Metered Account Member complies with the Public Utility Commission (PUC), Chapter 24, Subchapter H rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered Members of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Member. Any complaints regarding submetering should be directed to the Public Utility Commission.

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

- See if they have registered with the PUC, (Texas Water Code Chapter 13 Subchapter M.)
- See that they **do not** charge their tenants more than the total amount of charges billed. If the aggregate bill is greater than the Corporation's charge, the Master Metered Account Member is considered by the PUC to be a separate Public Water System and will be required to comply with all PUC regulations.
- Protect the System's CCN. Should the Master Metered Account Member continue to violate these or other State regulations, the Corporation shall request a Cease and Desist Order from the PUC. (Texas Water Code Section 13.252 and 16 TAC Section 24.118)

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

13. ***Prohibition Against Resell of Water.*** The meter connection is for the sole use of the Member or Member 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 connection currently being used to provide retail water or service, or wholesale service.

Member – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Fayette 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/Member 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 Fayette Water Supply Corporation that is vested with the management of the affairs of the Corporation. (Section 22.001(1), Texas Business Organizations Code)

Bulk Water – The sale of potable water in large volumes for a short period of time and is obtained through a designated valve by the Corporation. (See Tariff Section G)

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

Certificate(s) of Convenience and Necessity (CCN) – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Fayette Water Supply Corporation to provide water utility service within a defined territory. Fayette Water Supply Corporation has been issued Certificate Number 10726. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Certificated Service Area Map(s))

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

Customer Service Inspection Fee – A fee of $25.00 will be assessed to each Applicant before permanent continuous service is provided to new construction.

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

Disconnection of Service – The discontinuance of water service by the Corporation to a Member.

Dwelling – Any residential structure maintaining a restroom facility and area for preparation or storage of foods. A recreational vehicle, that is not located in a recreational vehicle park, shall be considered a dwelling under this Tariff.

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

Equity Buy-In Fee – Each Member for new service where a new service tap is necessary shall be required to achieve parity with the contributions to the construction or acquisition of the Corporations assets related to capacity that have been made previously by existing Members. This fee shall be assessed prior to providing (or reserving service for non-standard service Members) on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. (Tariff Section G. 5., also see Tariff Section K Miscellaneous)

Final Plat – A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water easements, and location(s) of lakes, streams, or rivers through the property. The Fayette Water Supply

Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating Subdivision service requests under Section F. The Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

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

Inactive Connection - Water connection(s) tapped to the Member'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 Member is feasible and available. This also applies to Members applying for, or receiving, Temporary Service. (Tariff Section E. 10 b., and Sample Application Packet - USDA RUS-TX Bulletin 1780-9 (Rev. 01/09))

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

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

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

Membership – A non-interest-bearing stock or right of participation purchased from the Corporation evidencing a Member's interest in the Corporation. (See Tariff Section E. 10 b and Texas Business

Organizations Code Sections 22.053, 22.151(c))

Membership Fee – A fee qualified as such under the terms of the tariff and the bylaws of the Corporation assigned to the real estate designated to receive service. The membership fee shall be non-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 (PUC) – 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 Sewer Service Corporations

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

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

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

Re-Service – Providing service to an Member at a location for which service previously existed and where there is an existing setting for a meter. Costs of such re-servicing shall be based on justifiable expenses in connection with such re-servicing. (See Tariff Section E. 7. b., and Section J Miscellaneous)

Service Application and Agreement – A written agreement between the Member/Member and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is

furnished. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 01/09) or Non-Standard Service Contract)

Service Investigation Fee – A fee for costs associated with determining if service is available and determining cost of service. (See Tariff Section G. 1.

Service Trip Fee - A fee charged for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for Customer service inspections due to suspicion of meter tampering, bypass or diversion of service; for obtaining a final meter reading; checking for leaks that are determined to be on the Member's side of the meter, or for the purpose of disconnecting.

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

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

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

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

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

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

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

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

Transferee – A Member receiving a Fayette WSC Membership by legal means from a Transferor desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff Section E.10. c., Miscellaneous Transaction Forms, Texas Water Code Section 67.016)

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

Usage – Amount billed for water service based on actual or estimated usage.

1. **Actual Usage** – Amount billed or to be collected based on actual meter reading.
2. **Estimated Usage** – Amount billed or to be collected based on either the member's historical average usage for the past 12 months or for the same month of the prior year where date is available. (See Section E. 5.b; See also PUC Rules 16 TAC §24.87(i) regarding estimated bills.)

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

SECTION D. GEOGRAPHIC AREA SERVED

CERTIFICATE OF CONVENIENCE AND NECESSITY

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

Certificate No. 10726

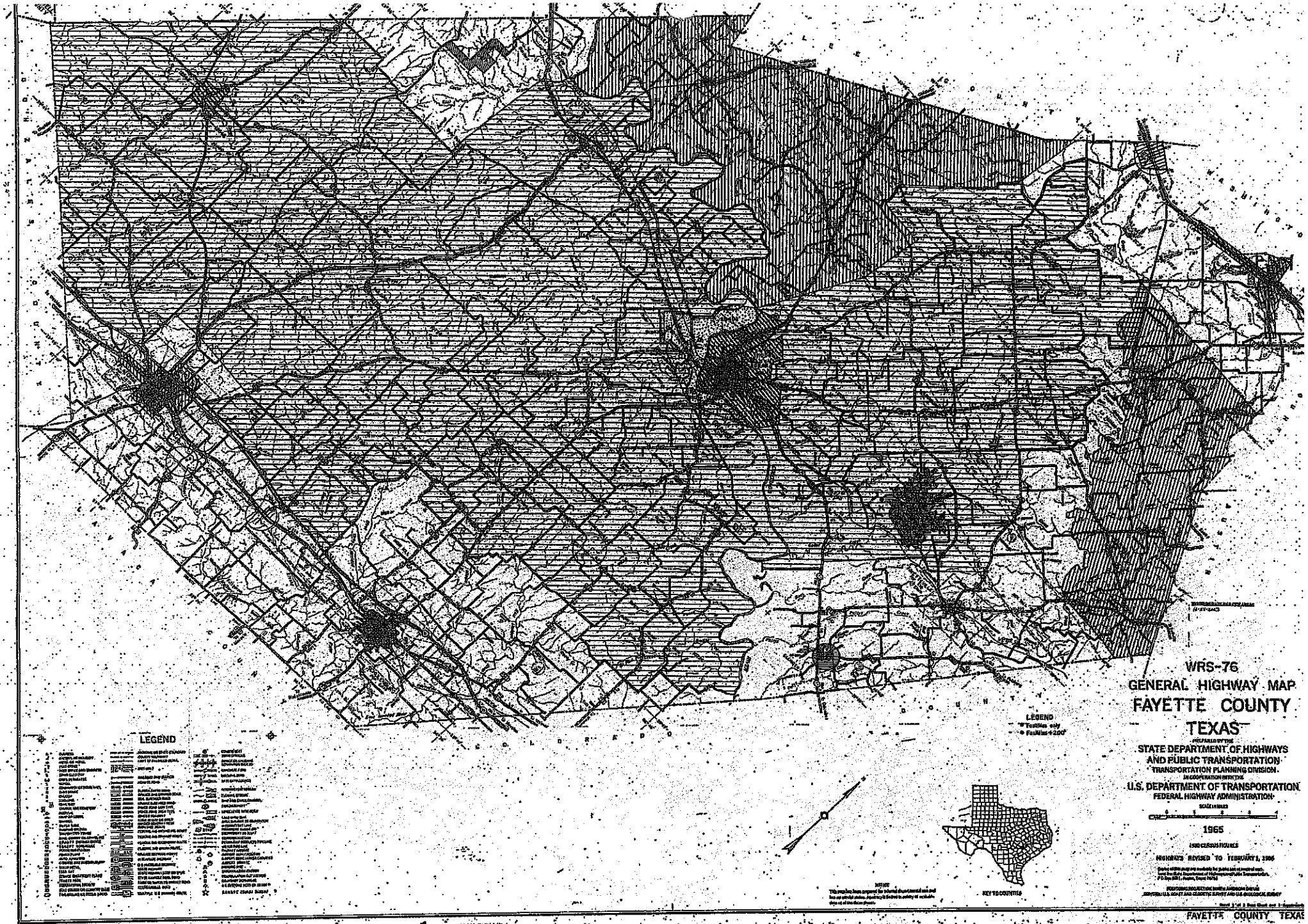
I. Certificate Holder:

Name: Fayette Water Supply Corporation

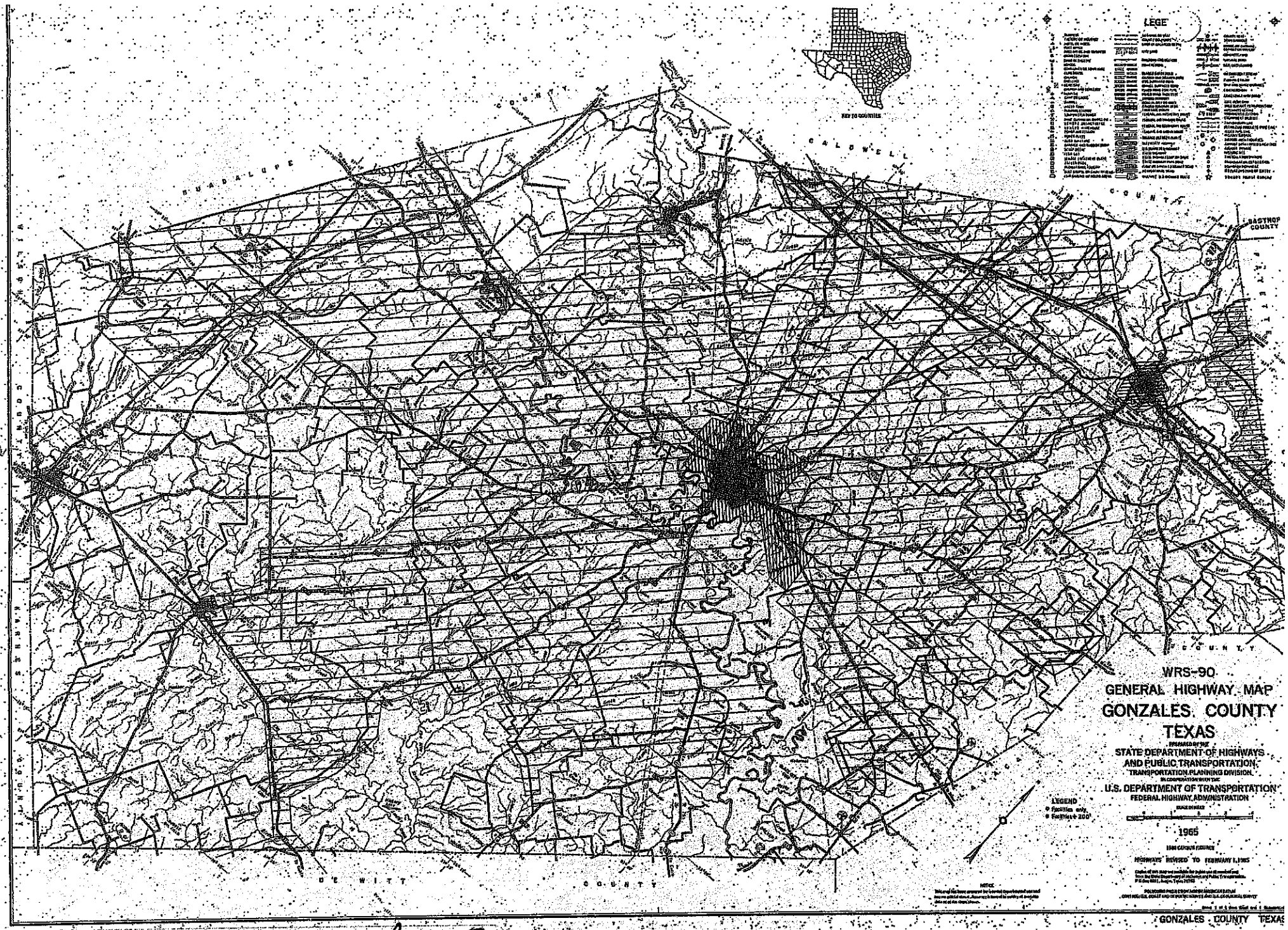
Address: 200 Bordovsky Rd
La Grange, Texas 78945

Please refer to the following documents.

Date Approved/Amended 5-20-19



Date Approved/Amended 5-20-19



Date Approved/Amended 5-20-19

TEXAS WATER COMMISSION

APPLICATION NO. 9374-C

IN THE MATTER OF THE APPLICATION OF FAYETTE WATER SUPPLY CORPORATION TO AMEND WATER CERTIFICATE OF CONVENIENCE AND NECESSITY NUMBER 10726 IN FAYETTE COUNTY, TEXAS	§ § § § § §	BEFORE THE TEXAS WATER COMMISSION

ORDER

On APR 8 1992, the Texas Water Commission pursuant to Chapter 13 of the Texas Water Code considered the application of Fayette Water Supply Corporation to amend Water Certificate of Convenience and Necessity Number 10726 in Fayette County. After considering the evidence, including the staff recommendation, the Commission finds that:

No person has requested a public hearing on the application;

Notice of the application was given all affected and interested parties;

The criteria set forth in Section 13.246(c) have been considered by the Commission; and

Granting the application is necessary for the service, accommodation, convenience and safety of the public.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS WATER COMMISSION that the application is granted and Certificate of Convenience and Necessity Number 10726, issued to Fayette Water Supply Corporation, is amended in accordance with the terms and conditions set forth herein and in the certificate.

IT IS FURTHER ORDERED that Fayette Water Supply Corporation shall serve every customer and applicant for service within the area certified under Certificate of Convenience and Necessity Number 10726 and that such service shall be continuous and adequate.

Issued Date: APR 1 4 1992

ATTEST:

TEXAS WATER COMMISSION

Gloria A. Vasquez, Chief Clerk

John Hall, Chairman

Date Approved/Amended 5-20-19

John Hall, Chairman
Pam Reed, Commissioner
Peggy Garner, Commissioner

TEXAS WATER COMMISSION

PROTECTING TEXANS' HEALTH AND SAFETY BY PREVENTING AND REDUCING POLLUTION

April 28, 1992

Gene Kruppa
Fayette Water Supply Corporation
P. O. Box 724
La Grange, TX 78945

RE: FAYETTE WATER SUPPLY CORPORATION
Docket No. 9374-C; CCN No. 10726
Amend water CCN

Enclosed is:

( ) a certified copy of a Commission order setting rates.

( ) a copy of a Certificate of Convenience and Necessity (CCN).

( ) a certified copy of a Commission order regarding the referenced matter.

( ) a copy of an endorsement correcting a Certificate of Convenience and Necessity (CCN). A copy of the CCN is also attached.

(X) a copy of a Commission order issuing, amending, transferring or cancelling a Certificate of Convenience and Necessity (CCN). A copy of the CCN is also attached.

( ) a certified copy of a Commission order dismissing without prejudice an application for a Certificate of Convenience and Necessity or for a change in water rates.

Should you have any questions, please contact us.

Sincerely,

Gloria A. Vasquez

Gloria A. Vasquez, Chief Clerk

GAV:ra

Enclosure

Date Approved/Amended 5-20-92

RECEIVED APR 29 1992

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. 10726

I. Certificate Holder:

Name: Fayette Water Supply Corporation

Address: P. O. Box 724
La Grange, Texas 78945

II. General Description and Location of Service Area:

The area covered by this certificate is for small facilities plus 200 feet service area and a large bounded service area that surrounds but excludes the City of La Grange, Texas.

The bounded service area is located in central Fayette County and is generally bounded on the north by the Colorado River and U.S. Highway 77, on the east by U.S. Highway 290 and the Austin/Fayette County Line, on the south by Interstate Highway 10 and on the west by State Highway 95 in Fayette County, Texas.

A facilities plus 200 feet service area also exists on the west side of La Grange, Texas, along a portion of State Highway 71 and Business 71 in Fayette County, Texas.

A portion of the service area is dually certificated with West End Water Supply Corporation, Certificate No. 10161

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official water service area map, WRS-76, maintained in the offices of the Texas Water Commission, 1700 North Congress, Austin, Texas with all attendant privileges and obligations.

This certificate is issued under Application No. 9374-C and subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Date: APR 14 1992

ATTEST: Maria A. Vargas — For the Commission

Date Approved/Amended 5-20-19

07- 0022

OFFICIAL RECORDS
FAYETTE COUNTY, TEXAS

Fayette Water Supply Corporation
200 Bordovsky Rd.
PO Box 724
La Grange, TX. 78945

To Whom It May Concern:

To comply with House Bill 2876 passed by the 79th Legislature Fayette Water Supply Corp. is presenting this copy of the Certified Certificate of Convenience and Necessity (CCN) map and boundary description to be recorded in the real property records.

Yours truly,

Kip Brunner
Acting Manager

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF FAYETTE

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kip Brunner known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 3 day of January, 2007.

J. Dannielle Reed
(Signature)

Fayette County, Texas.
(Notary Public in and for)

J. DANNIELLE REED
Notary Public, State of Texas
My Commission Expires
September 02, 2009

Date Approved/Amended 5-20-19

Boundaries for Fayette Water Supply Corp. CCN

Gonzales County

Starting at the Gonzales and Fayette County line head west along Interstate 10 to Copperass Creek then north-northwest along Copperass Creek to Elm Creek Rd. then along Elm Creek Rd. to the Fayette County line.

Fayette County

North-west along Fayette County line to where Fayette County line turns north-east. North-east along Fayette County line to Old Lockhart Rd. East along Old Lockhart Rd. to Byler Point and north to State Highway 71. From State Highway 71 north-east to the Colorado River. Follows the Colorado River to where it turns south-west to Old Plum Highway. From Old Plum Highway south-west along Trinty School Rd. crosses State Highway 71 along Bordovsky Rd. to Bridge Valley Rd.. South-east along Bridge Valley Rd. crosses FM 609 south-east to US Highway 77. North-east to State Highway 71 Bypass to FM2145. FM 2145 south-west to US Highway 77. From US Highway 77 west to the Colorado River. From the Colorado River north north-east to Bear Creek Rd., Bear Creek Rd. west to Owl Creek Rd. Owl Creek Rd. north to the intersection of Owl Creek Rd. and West End Rd.. From intersection of Owl Creek Rd. and West End Rd. north-east to Withers Rd. to Greens Creek Rd.. Greens Creek Rd. east to Geohring Rd.. North along Geohring Rd. to Bell Settlement Rd.. South-east along Bell Settlement Rd. to FM1291. South along FM 1291 to Lange Rd.. East along Lange Rd. to Schoenst Rd.. Schoenst Rd. north-east to Round Top Rd.. Round Top Rd. east to South Weyand Rd.. South-west along South Weyand Rd. to Rhode Rd. Along Rhode Rd. south-west to Hartfeild Rd.. North-east along Hartfeild Rd. to State Highway 237. South along State Highway 237 to Florida Church Rd.. South along Florida Church Rd. to FM 954. South-west from FM 954 along Roznov Rd. to FM 1291. South along FM 1291 to where line turns south-west to State Highway 159. From State Highway 159 west along Burnside Rd. to Leslie Rd.. South-west along Leslie Rd. to State Highway 71. From State Highway 71 south-west along Zapalac Rd. to the Colorado River. Follows the Colorado River line turns south-west to Onikan Rd. to Vornsand Rd.. West along Vornsand Rd. to Seydler Rd.. Seydler Rd. south to West Sedan Rd.. West Sedan Rd. go west to FM 155 to Helcamp Rd.. West along Helcamp Rd. to Adamcik Rd.. North along Adamcik Rd. to Mazoch Rd.. West along Mazoch Rd. to FM 1383. From FM 1383 west along Parma Rd. to Middle Creek Rd. to Mazurek Rd.. West along Mazurek Rd. to US Highway 77. US Highway 77 west along Kainer Rd. to Falke-Heinrich Rd.. North along Falke- Heinrich Rd. to FM 956.. West along FM 956 to FM 2672. Follows Bruno Rd. from FM 2672 back to FM 956. West along FM 956 to FM 2238. South along FM 2238 to Bryant Rd.. South along Bryant Rd. to Interstate 10. West along Interstate 10 to Stryk Rd. West along Stryk Rd. to FM 609. North-west along FM 609 to Farek-Loth Rd.. Line heads west from FM 609 and Farek-Loth Rd. to FM 154. Line heads west from FM 154 to Burke Rd.. South along Burke Rd. to FM 2762. South-east along FM 2762 to Interstate 10. West along Interstate 10 to Fayette County and Gonzales County line.

Date Approved/Amended 5-20-19

FILED this 18 day of Jan, 2007
at 2:40 P M
LEE RIEDEL
COUNTY CLERK, GONZALES COUNTY, TEXAS
By Ina Cox Deputy

STATE OF TEXAS COUNTY OF GONZALES
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Records of Gonzales County, Texas in volume and page as stamped hereon by me.

JAN 18 2007

Lee Riedel
County Clerk, Gonzales County, Texas
By Deputy

Date Approved/Amended 5-20-19 CMH

231305

Fayette Water Supply Corporation
200 Bordovsky Rd.
PO Box 724
La Grange, TX. 78945

To Whom It May Concern:

To comply with House Bill 2876 passed by the 79th Legislature Fayette Water Supply Corp. is presenting this copy of the Certified Certificate of Convenience and Necessity (CCN) map and boundary description to be recorded in the real property records.

Yours truly,

Kip Brunner
Acting Manager

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF FAYETTE

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kip Brunner known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 3 day of January, 2007.

J. Dannielle Reed
(Signature)

Fayette County, Texas.
(Notary Public in and for)

(Seal)

J. DANNIELLE REED
Notary Public, State of Texas
My Commission Expires
September 02, 2009

Date Approved/Amended 5-20-19

Boundaries for Fayette Water Supply Corp. CCN

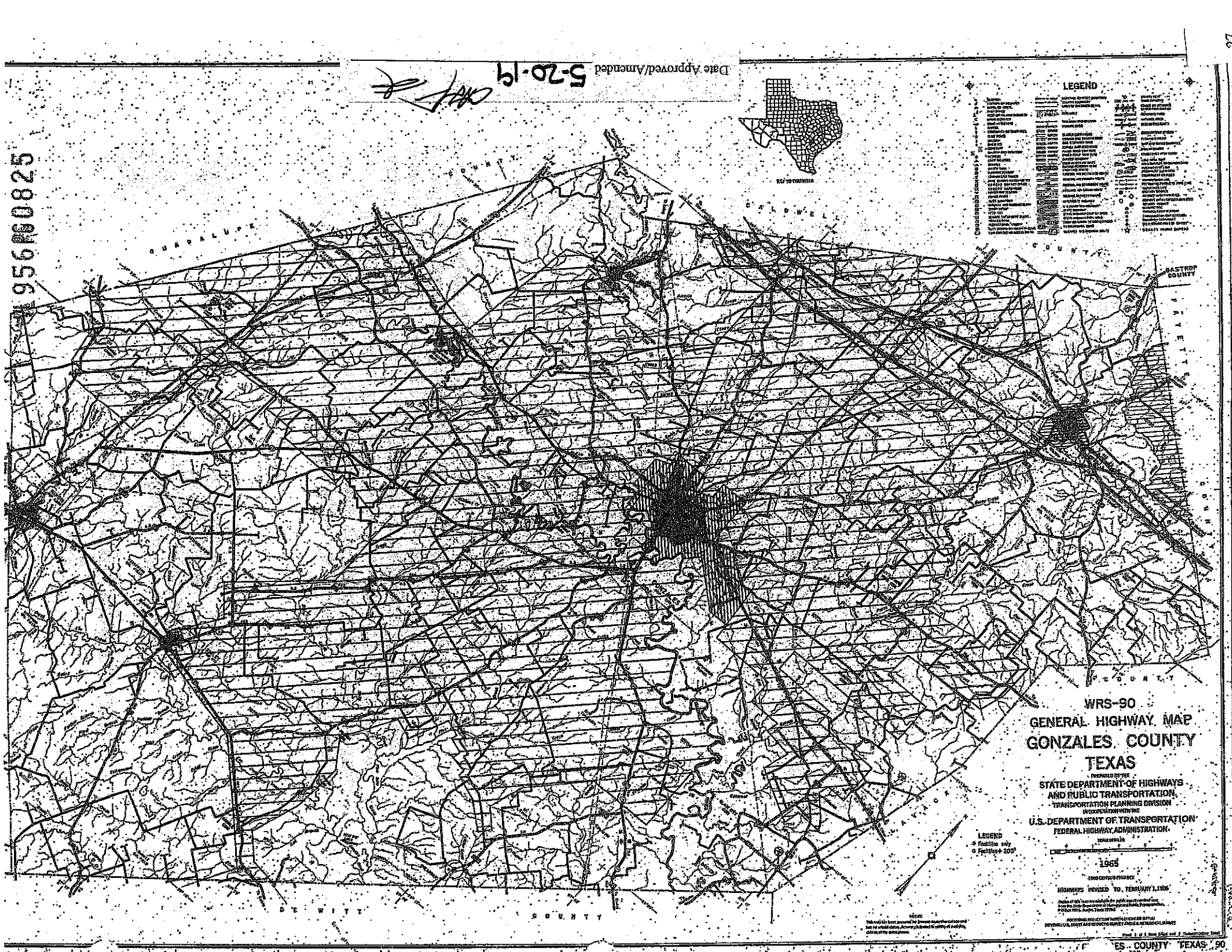
Gonzales County

Starting at the Gonzales and Fayette County line head west along Interstate 10 to Copperass Creek then north-northwest along Copperass Creek to County Road 446 then along County Road 446 to the Fayette County line.

Fayette County

North-west along Fayette County line to where Fayette County line turns north-east. North-east along Fayette County line to Old Lockhart Rd. East along Old Lockhart Rd. to Byler Point and north to State Highway 71. From State Highway 71 north-east to the Colorado River. Follows the Colorado River to where it turns south-west to Old Plum Highway. From Old Plum Highway south-west along Trinty School Rd. crosses State Highway 71 along Bordovsky Rd. to Bridge Valley Rd.. South-east along Bridge Valley Rd. crosses FM 609 south-east to US Highway 77. North-east to State Highway 71 Bypass to FM2145. FM 2145 south-west to US Highway 77. From US Highway 77 west to the Colorado River. From the Colorado River north north-east to Bear Creek Rd.. Bear Creek Rd. west to Owl Creek Rd. Owl Creek Rd. north to the intersection of Owl Creek Rd. and West End Rd.. From intersection of Owl Creek Rd. and West End Rd. north-east to Withers Rd. to Greens Creek Rd.. Greens Creek Rd. east to Geohring Rd.. North along Geohring Rd. to Bell Settlement Rd.. South-east along Bell Settlement Rd. to FM1291. South along FM 1291 to Lange Rd.. East along Lange Rd. to Schoenst Rd.. Schoenst Rd. north-east to Round Top Rd.. Round Top Rd. east to South Weyand Rd.. South-west along South Weyand Rd. to Rhode Rd. Along Rhode Rd. south-west to Hartfeild Rd.. North-east along Hartfeild Rd. to State Highway 237. South along State Highway 237 to Florida Church Rd.. South along Florida Church Rd. to FM 954. South-west from FM 954 along Roznov Rd. to FM 1291. South along FM 1291 to where line turns south-west to State Highway 159. From State Highway 159 west along Burnside Rd. to Leslie Rd.. South-west along Leslie Rd. to State Highway 71. From State Highway 71 south-west along Zapalac Rd. to the Colorado River. Follows the Colorado River line turns south-west to Onikan Rd. to Vornsand Rd.. West along Vornsand Rd. to Seydler Rd.. Seydler Rd. south to West Sedan Rd.. West Sedan Rd. go west to FM 155 to Helcamp Rd.. West along Helcamp Rd. to Adamcik Rd.. North along Adamcik Rd. to Mazoch Rd.. West along Mazoch Rd. to FM 1383. From FM 1383 west along Parma Rd. to Middle Creek Rd. to Mazurek Rd.. West along Mazurek Rd. to US Highway 77. US Highway 77 west along Kainer Rd. to Falke-Heinrich Rd.. North along Falke- Heinrich Rd. to FM 956.. West along FM 956 to FM 2672. Follows Bruno Rd. from FM 2672 back to FM 956. West along FM 956 to FM 2238. South along FM 2238 to Bryant Rd.. South along Bryant Rd. to Interstate 10. West along Interstate 10 to Stryk Rd. West along Stryk Rd. to FM 609. North-west along FM 609 to Farek-Loth Rd.. Line heads west from FM 609 and Farek-Loth Rd. to FM 154. Line heads west from FM 154 to Burke Rd.. South along Burke Rd. to FM 2762. South-east along FM 2762 to Interstate 10. West along Interstate 10 to Fayette County and Gonzales County line.

Date Approved/Amended 5-20-19 CAH


Date Approved/Amended 5-20-19
956 PG 0825
LEGEND
KEY TO COUNTIES
GUADALUPE COUNTY
CALDWELL COUNTY
BASTROP COUNTY
DE WITT COUNTY
COUNTY
WRS-90
GENERAL HIGHWAY MAP
GONZALES COUNTY
TEXAS
PREPARED BY THE
STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION
TRANSPORTATION PLANNING DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
1965
1960 CENSUS POPULATION
HIGHWAYS REVISED TO FEBRUARY 1, 1965
LEGEND
Facilities only
Facilities and POP
NOTE:
ES COUNTY TEXAS 90

AFFIDAVIT

Fayette Water Supply Corporation

P.O. Box 724
La Grange, Texas 78945
979-968-6475 Main
979-968-8239 Fax

This affidavit is in reference to Fayette Water Supply Corporation CCN 10726 being approved by Texas Commission on Environmental Quality (TCEQ) to take over Cistern Water Well Company, Inc CCN 12546 on the date of December 4, 2013. Please see attached TCEQ documentation. The Service are is located approximately 19 miles southwest of downtown La Grange Texas, and is generally bounded on the north, west and south by Fayette County Line; on the east by Anchor Ranch Loop. The total area being served includes approximately 18,000 acres.

General Manager
Fayette Water Supply

James Rebecek

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF FAYETTE

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared James Rebecek known to me to be the persons whose names are subscribed to the forgoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16 DAY of DECEMBER, 2013.

(Signature)

Fayette County, Texas.
(Notary Public in and for)

BARBARA A. DOUGHERTY
Notary Public, State of Texas
My Commission Expires
November 05, 2016

Date Approved/Amended 5-20-19

THE STATE OF TEXAS
COUNTY OF TRAVIS

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

APPLICATION NO. 37539-S

IN THE MATTER OF THE APPLICATION OF FAYETTE WATER SUPPLY CORPORATION, CERTIFICATE OF CONVENIENCE AND NECESSITY NO. 10726, TO ACQUIRE FACILITIES, AND TO TRANSFER AND CANCEL CERTIFICATE OF CONVENIENCE AND NECESSITY NO. 12546 HELD BY CISTERN WATER WELL COMPANY, INC., IN FAYETTE COUNTY, TEXAS	§	BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

On December 4, 2013, the Executive Director of the Texas Commission on Environmental Quality pursuant to Chapters 5 and 13 of the Texas Water Code considered the application of Fayette Water Supply Corporation, Certificate of Convenience and Necessity No. 10726, to acquire facilities, and to transfer and cancel Certificate of Convenience and Necessity No. 12546 held by Cistern Water Well Company, Inc. in Fayette County, Texas.

No person has requested a public hearing on the application;

Notice of the application was given to all affected and interested parties;

The criteria set forth in Texas Water Code Sections 13.246(c), and 13.301 have been considered; and

The certificate amendment and certificate cancelation requested in this application are necessary for the service, accommodation, convenience, and safety of the public.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY that the application is granted and Certificate of Convenience and Necessity No. 10726 be amended and Certificate of Convenience and

5-20-14
Date Approved/Amended

Necessity No. 12546 be canceled in accordance with the terms and conditions set forth herein and in the certificate.

IT IS FURTHER ORDERED that Fayette Water Supply Corporation shall serve every customer and applicant for service within the area certified under Certificate of Convenience and Necessity No. 10726 and that such service shall be continuous and adequate.

TEXAS COMMISION ON
ENVIRONMENTAL QUALITY

ISSUED DATE: **December 4, 2013**

For the Commission

Date Approved/Amended 5-20-19 CM

Texas Commission On Environmental Quality

By These Presents Be It Known To All That

Fayette Water Supply Corporation

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 10726

to provide continuous and adequate water utility service to that service area or those service areas in Fayette County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 37539-S are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Fayette Water Supply Corporation to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this December 4, 2013

For the Commission

Date Approved/Amended 5-20-19

CANCELATION OF CERTIFICATE OF CONVENIENCE AND NECESSITY

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

Certificate No. 12546

Certificate No. 12546 was canceled by Order of the Commission in Docket No. 37539-S. Cistern Water Well Company Inc.'s facilities and lines were transferred to Fayette Water Supply Corporation, CCN No. 10726 in Fayette County.

Please reference Certificate No. 10726 for the location of maps and other information related to the service area transferred.

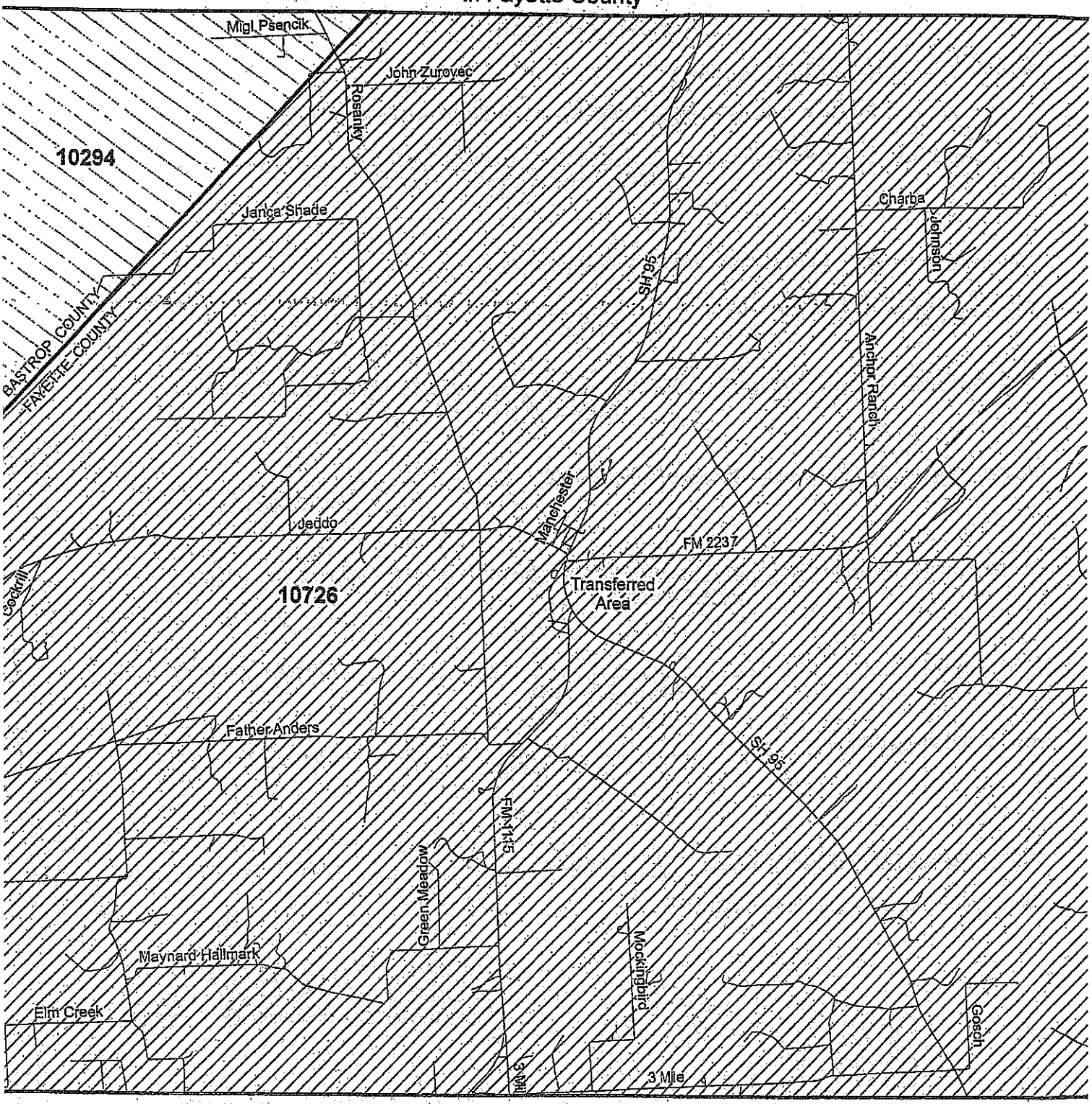
Certificate of Convenience and Necessity No. 12546 is hereby canceled by Order of the Texas Commission on Environmental Quality.

Issued Date: **December 4, 2013**

For the Commission

Date Approved/Amended 5-20-19

Fayette Water Supply Corporation (WSC)
CCN No. 10726
Portion of Water Service Area
Application No. 37539-S
Transferred and Cancelled Cistern Water Well Company, Inc., CCN No. 12546
in Fayette County



Water CCN Service Areas

10726 - Fayette WSC

10294 - Aqua WSC

N

Map by: Suzanne Jaster
Date Created: July 24, 2013
Project Path:c:/gis/projects/applications/37539-s.mxd

Date Approved/Amended 5-20-19

0 1,000 2,000 4,000 Feet

201804848
5 PGS

CCN HOLDER'S AFFIDAVIT FOR

COUNTY MAP FILING PURSUANT TO TEXAS WATER CODE 13.257

STATE OF TEXAS

COUNTY OF Fayette/Bastrop

Before me, the undersigned authority on this day personally appeared

James Rebecek James Rebecek ,
NAME OF PERSON(S)

who being by me duly sworn, deposes and says that (s)he is the

General Manager of the
TITLE

said retail public utility Fayette Water Supply Corporation (FWSC)
NAME OF UTILITY

And that the attached maps and written description for CCN No(s). 10726
CCN No(s).

for the provision of **water and/or sewer retail utility service** are filed being filed with the County
CIRCLE TYPE(S)

Clerk's office in _____ County, Texas; and
COUNTY NAME

On the following date(s): _____.
DATE

Subscribed and sworn to before me this 9 day of April ,2018 , to certify
Which witness my had and seal of office.

Barbara A. Dougherty
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
Barbara A. Dougherty
My Commission Expires
11/05/2020
ID No. 2853371

Barbara A Dougherty
Print or Type Name of Notary Public

Commission Expires 11-5-2020

Date Approved/Amended 5-20-19

Public Utility Commission

of Texas

By These Presents Be It Known To All That

Fayette Water Supply Corporation

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

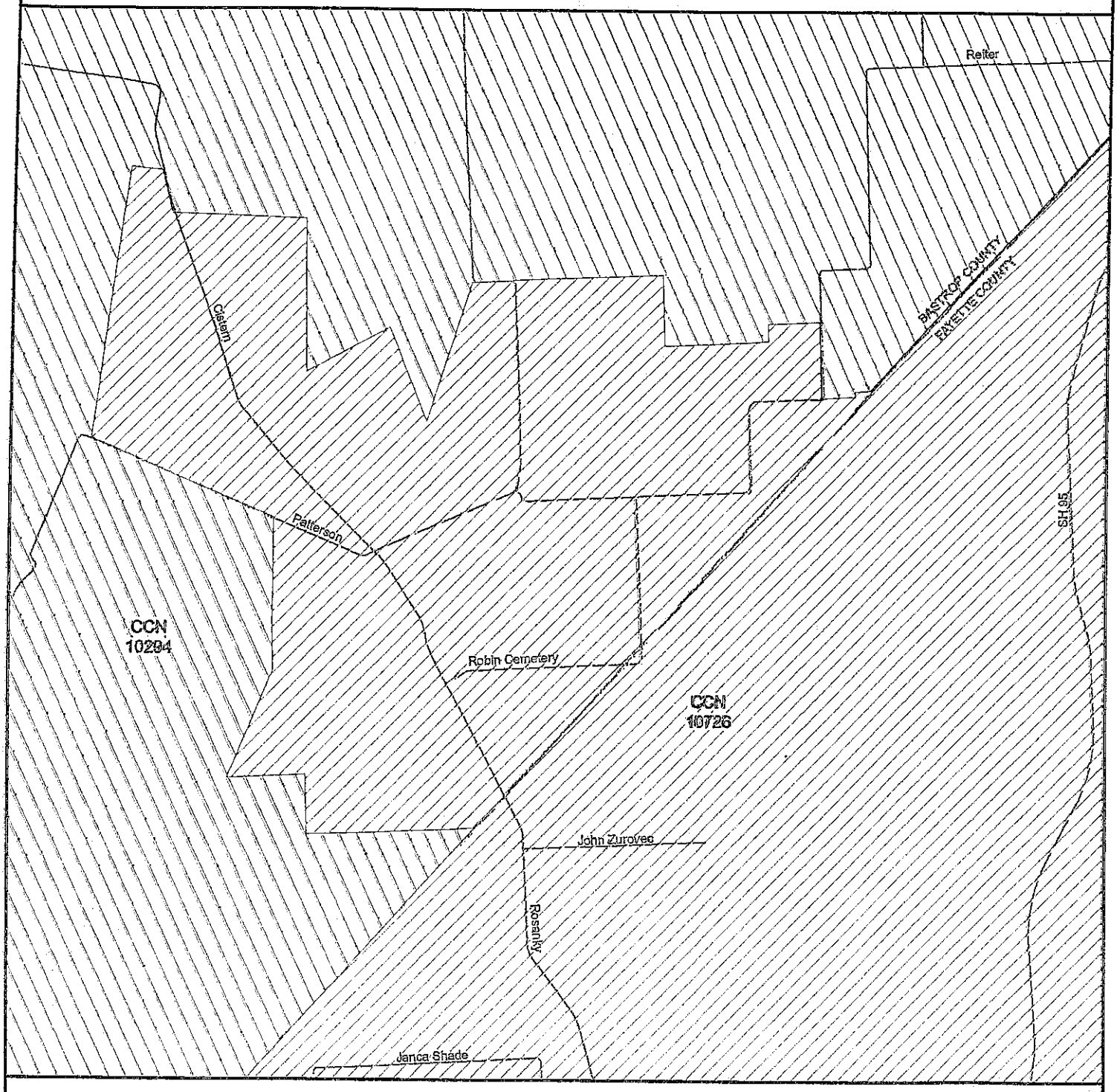
Certificate of Convenience and Necessity No. 10726

to provide continuous and adequate water utility service to that service area or those service areas in Fayette County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Docket No. 47027 are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of the Fayette Water Supply Corporation, to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this 12th day of March 2018.

Date Approved/Amended 5-20-19

Fayette Water Supply Corporation
Portion of Water CCN No. 10726
PUC Docket No. 47027
Transferred a Portion of Aqua Water Supply Corporation, CCN 10294 in Bastrop County



Water CCN
10726 - Fayette WSC
10294 - Aqua WSC

0 1,250 2,500
Feet

N

Public Utility Commission of Texas
1701 N. Congress Ave
Austin, TX 78701

Map by: Komal Patel
Date created: January 10, 2018
Project Path: n:\finalmapping\47027FayetteWSC.mxd

Date Approved/Amended 5-20-19

Exhibit "24.b.3"

(1 of 2)

Description of Proposed CCN Transfer Area –

Beginning at point along the western ROW of Bastrop County Road 328 (Cistern Road) approximately 1.4 miles east from the intersection from Bastrop County Road 297 and Bastrop County Road 328 (Cistern Road), just south of a private dirt driveway.

From this point, the Proposed CCN Transfer Area follows the western ROW of County Road 328 (Cistern Road) in a southeasterly direction for approximately 815' before crossing County Road 328 and heading in an east / southeasterly direction for approximately 2,470' and then heading in a due southerly direction 2,800'.

At this location, the proposed CCN transfer area heads in a northeasterly direction for 1,720' before turning and heading in a southeasterly direction for approximately 1,850', and then heading back in a northeasterly direction for approximately 2,666' to a turn in County Road 307 (Patterson Road), creating a "W" pattern for the proposed CCN transfer area in this area.

From this point along the southern ROW of County Road 307 (Patterson Road), the proposed CCN transfer area follows the southern ROW for 715' and then crosses County Road 307 (Patterson Road) for a total distance of 3,500' before turning and heading due south for an approximate distance of 1,300' before turning and heading due east approximately 1,940' before turning north for 321' and turning again and heading due east approximately 950' to the western ROW of County Road 308.

From this location, the Proposed CCN Transfer Area follows the western ROW of County Road 308 south for approximately 1,360' before turning in a southwesterly direction for approximately 30' before turning and heading due south approximately 40' and crossing County Road 308 (Hellinger Road.

The Proposed CCN Transfer Area then heads in an easterly direction for 70' before turning north for approximately 17', then turning and heading east for approximately 590' before turning north for approximately 96' before turning east, and continuing for approximately 260' to the Bastrop / Fayette County line.

From this point, the Proposed CCN Transfer Area will head in a southwesterly direction following the Bastrop / Fayette County line for 6,270' before crossing Bastrop County Road 309 (Robbins Cemetery Road) once, and then again in an additional 483'.

The proposed CCN transfer area then follows the northern ROW of Bastrop County Road 309 (Robbins Cemetery Road) for approximately 160' before turning and heading south, crossing Bastrop County Road 309 (Robbins Cemetery Road) for a distance of 150' to the Bastrop / Fayette County line approximately

Date Approved/Amended 5-20-19

Exhibit "24.b.3."

(2 of 2)

The Proposed CCN Transfer Area will then follow the Bastrop / Fayette County line 3,000' before intersecting County Road 328 (Cistern Road) and then continue on for an additional 830' for a total

distance of 3,830' before turning and heading due west for approximately 3,043'. From this location, the proposed CCN transfer area heads due north for approximately 1,090' and crossing a dirt unimproved road named Migl Psencik Lane.

From this point on the north side of the road, the Proposed CCN Transfer Area heads due west approximately 1,450' before turning and heading in northeasterly direction for 2,116' before turning and heading due north and following a fence line near four (4) ponds and crossing County Road 307 (Patterson Road) for a total of approximately 2,770'.

Following the north ROW of County Road 307 (Patterson Road), the Proposed CCN Transfer Area follows County Road 307 (Patterson Road) west in a northwesterly direction for approximately 3,670' before turning and following a dense tree line in a north / northeast and heading 5,010' to a private dirt drive and then turning and heading in a southeasterly direction for 567' to the point of beginning in the western ROW of County Road 328 (Cistern Road).

Date Approved/Amended 5-20-19 CAH

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

April 09, 2018 11:33:35 AM
KRISTAB FEE: $42.00
ROSE PIETSCH, County Clerk
Bastrop, Texas
AFFD 201804848

Date Approved/Amended 5-20-19

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 Member. 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 forfeited), reconnection costs, any debt owed to the Corporation if the Member 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 requirements for service have been met. The tap for a standard service request shall be completed within five (5) working days after requirements for service have been met. This time may be extended for line locates or obtaining permits from the county and /or state for approval for the installation. 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 Member Service Facilities** – The property of the Member/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 Member 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 conducted as prescribed by terms of Section F. of this Tariff.

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

4. ***Backbilling.*** If a Member is undercharged the Corporation may backbill the Member. Backbilling may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the Member as defined this tariff (See 16 TAC Section 24.87 (h)). If the underbilling is $25 or more, the utility shall offer to such Member a payment plan.

5. ***Bill Adjustment.***

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

   b. **Due to Estimated Billing** – If the Corporation has estimated usage because the Corporation is unable to access the meter due to circumstances beyond the Corporation's control, such as a natural disaster; or because access is hindered or denied by a Member, the Corporation shall adjust the bill once access has been regained and actual usage is determined. (See Section E. 28. (a.)).

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

7. ***Bulk Water Service.*** Bulk water accounts are considered high volume Members but are not voting members of the Corporation. They are a temporary service connection and are subject to separate fees from a stand service application.

   a. **Activation of Bulk Water Service** – The Corporation shall connect a bulk water connection according to the terms stated in the Bulk Water Rates and Procedures section of this Tariff. The Corporation shall charge a non-refundable Membership Fee, a refundable bulk water service connection deposit and a reconnection fee. The bulk water service connection fee shall be quoted in writing to the Member. Any debt owed to the Corporation an 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** – The same terms and fees which apply under the Activation of Bulk Water Service shall be applied to Re-Service requests.

   c. **Performance of Work** – All bulk water service connection and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all the requirements for service have been met. The connection for bulk water service request shall be completed within five (5) business days, whenever practicable, but no later than ten (10) business days after the requirements for service have been met.

   d. **Inspection of Bulk Water Service Connection** – The property of the Member and the Corporation 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 bulk water member must, at his or her own 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(k); Section I. Service Application and Agreement)

8. ***Changes in Service Classification.*** If at any time the Corporation determines that the Member service needs to be 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 Member to re-apply for service under the

terms and conditions of this Tariff. Member failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff, Section E. 18 a.

9. ***Charge Distribution and Payment Application.***

a. **Base Rate** – The Base Rate is for the billing period from the previous meter reading date to the current meter reading date. Billings for this amount shall be mailed on or about the first business day of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.

b. **Gallonage Charge** – Gallonage Charge shall be billed at the rate specified in Section G. and billing shall be calculated in one thousand (1000) gallon increments. Water usage 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:

i. Cash,
ii. Personal Check,
iii. Cashier's Check,
iv. Money Order,
v. Credit Card/Debit Card/Electronic Check via www.fayettewsc.com or by calling 1-855-748-6033, or
vi. Automatic Draft from a Checking Account.
vii. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to require exact change and may refuse to accept payments made using more than $1.00 in coins. The Corporation will not assess the credit card convenience fee associated with Credit Card payments to those Members which make payment by credit card in accordance with consumer laws.

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

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

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

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

e. Failure of Member 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 Member;

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

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

h. Failure of the Member 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 Member or Transferee received service. (Also see E 10.)

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

a. **Disconnection with Notice** – Water utility service may be disconnected for any of the

following reasons after proper notification has been given.

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

   NOTE: "cash only," means certified check, money order, or cash.

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

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

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

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

unrestrained animals.

6) Misrepresentation by any Member 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 Fayette County Precinct 1, Fayette County Water Control and Improvement District or the City of La Grange pursuant to the Corporation's Agreement with the Fayette County Precinct 1, Fayette County Water Control and Improvement District or the City of La Grange. (16 TAC 24.88(e), 24.87(g); Texas Water Code 13.147, 13.250(b)(2)).

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

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. 15., meter re-read fee, or meter read fee.

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 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 E. 26. of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.

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

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

2) A line leak on the member's side of the meter is considered a potentially hazardous condition under paragraph b. 1. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the

member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.

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

4) In instances of tampering with the Corporation's meter tap or equipment, by-passing the meter or equipment, or other diversion of water service.

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

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

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

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

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

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

5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling

charges are due under the Inoperative Meters Subsection E. 22. of this Tariff.

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

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

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

f. **Disconnection for Ill Members** – The Corporation may not discontinue service to a delinquent residential Member/Renter permanently residing in an individually metered dwelling unit when that Member/Renter 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/Renter must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in accordance with Subsection (a) of this Section if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the Member or tenant enters into a Deferred Payment Agreement (see Miscellaneous Transaction Forms). The Corporation shall provide notice to an owner of rental property in the event a renter requests service not be discontinued due to illness as per this subsection.

g. **Disconnection of Master-Metered Accounts** – When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:

1) The Corporation shall send a notice to the Member as required. This notice shall also

inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in five (5) business days if payment is not rendered before that time.

2) At least five (5) business days after providing notice to the Member and at least five (5) business days prior to disconnection, the Corporation shall post notices, stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.

3) The tenants may pay the Corporation for any delinquent bill on behalf of the owner to avert disconnection or to reconnect service to the complex.

h. **Disconnection of Temporary Service** – When a Member 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/Renter 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/Renter. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill.

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

a. The Corporation shall mail all bills on or about the first business day of the month. All bills are considered the responsibility of each person signing the Service Application and Agreement Form. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) calendar days to pay), after which time a penalty shall be applied as described in Section G. A bill is delinquent if not paid on or before the due date. Payments made by mail will be considered late if postmarked after the due date. Final notices shall be mailed allowing ten (10) additional calendar days for payment prior to disconnection. The ten (10) additional calendar days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or

holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

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

c. 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 a Member:

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

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

c. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the 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 Member 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 Member at the same address except where the change of Member identity is made to avoid or evade payment of a utility bill.

16. Line Extension Reimbursement. An approved Member may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other party that made the capital outlay to extend service to that area. (See Miscellaneous Transaction Forms). The Corporation has approved a line extension policy to reimburse a member that pays an additional expense, over the minimum cost of service, for extending a water lines(s). The line extension policy will apply when a new member wishes to, connect to a previously extended line paid for by an existing member. The new member will be required to pay his or her portion of the cost previously paid for by the existing member, but no less than the minimum cost of service. This policy in turn will reimburse the existing member a percentage of their initial cost of service. However, neither the new member or the existing member will pay an amount less than the minimum cost of service This policy will be in effect for up to three years, as of the date the existing member's meter is set, regardless of usage. The extension policy is as follows

a. If a new member connects to an extended line within one year from the date the existing member starts service, the new member will be required to reimburse 50% of the line extension cost, over the minimum cost of service. The payment of the 50% reimbursement cost will be paid to the Corporation by the new member and then the Corporation will reimburse the existing member.

b. If a new member connects to an extended line within one year from the date the existing member starts service, the new member will be required to reimburse 33% of the line extension cost, over the minimum cost of service. The payment of the 33% reimbursement cost will be paid to the Corporation by the new member and then the Corporation will reimburse the existing member.

c. If a new member connects to an extended line within one year from the date the existing

member starts service, the new member will be required to reimburse 25% of the line extension cost, over the minimum cost of service. The payment of the 25% reimbursement cost will be paid to the Corporation by the new member and then the Corporation will reimburse the existing member.

d. After three years, no reimbursement cost will be charges, collected or made to the existing member that paid over the minimum cost of service.

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 service to these facilities at a Member'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 property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due the Corporation. The membership for rental or leased properties shall be in the name of the Member as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall be required to sign a Renter Authorization form if the Member requests that the tenant be billed for utility service. (See Miscellaneous Transaction Forms.) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter's past due payment status. Such notification will be subject to a service charge (see Miscellaneous Transaction Forms).

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

19. Membership.

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

b. **Membership** - Upon qualification for service, qualification for Membership, payment of the required fees, and any debt owed to the Corporation, the Corporation shall certify the Member as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation's water utility service and entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code Section 67.016)

NOTE (1): In the event that the Corporation is conducting a potential Members survey for indications of interest in future service for the purpose of determining the feasibility of an initial construction or expansion project under RUS guidelines (see Sample Application Packet), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Member 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 Member 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 Member is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required. (See Section C, Section E Sub-Section 1. Service Entitlement)

c. **Transfers of Membership.** – (Texas Water Code Section 67.016)

1) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:

(a) The Membership is transferred by will to a person related to the Transferor within

the second degree by consanguinity; or

(b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or

(c) The Membership is transferred without compensation or by sale to the Corporation; or

(d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

2) In the event that Membership is transferred pursuant to the provisions of Subsection 9 c. (1) of this Section, such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall be considered a new application for service and is not binding on the Corporation until such transfer has been approved as provided by Subsection 10 c. 3 of this Section.

3) Qualifications for service upon transfer of Membership set forth in Subsection 10 c. (1) of this and 10 c. (2) of this Section shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:

(a) The Transferee has completed the required Application Packet including granting the Corporation with a private utility easement on the form provided by the Corporation;

(b) The membership has not been fully or partially liquidated; and

(c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.

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

directions of the manager or board.

d. **Cancellation of Membership** – To keep a Membership in good standing, a Base Rate must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Misc. Transaction Forms.) However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service Subsection E.7. of this Tariff. (Texas Water Code Section 67.016)

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

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

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

forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property and it is not feasible for the mortgage institution to be the Member.

g. **Cancellation and Reassignment of Membership as a Result of Bankruptcy Proceedings** Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding 12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the Disconnection with Notice Provisions of Section E 18. of this Tariff, with a copy of the notice to the bankruptcy Trustee.

h. **Cancellation and Reassignment 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 tap location as per the easement and service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice. Conditions that may hinder access include, but are not

limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.

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

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

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

3) 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. 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 equipment shall end at the meter installed. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.

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

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

23. Meter Tampering and Damage to Property.

a. For purposes of this Section, the term "Tampering" shall mean meter-tampering, by-passing, or diversion of the Corporation's service equipment, or other instances of diversion, including:

1) removing a locking or shut-off devise used by the Corporation to discontinue service,
   a. physically disorienting the meter tap,
   b. attaching objects to the meter tap to divert service or to by-pass,
   c. inserting objects into the meter tap,
   d. other electrical and mechanical means of tampering with, by-passing, or diverting service,

2) connection or reconnection of service without Corporation authorization;

3) connection into the service line of adjacent Members of the Corporation; and

4) preventing the water supply from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capability.

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

b. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall disconnect service without notice as set forth in Subsection E.18.b. and charge the person who committed the Tampering the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.

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

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

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

24. Ownership of Equipment.

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

25. Payment Plan 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 on the monthly balance to be determined as per agreement. (See Payment Plan Under Miscellaneous Transaction Forms) Failure to make required and timely payments as provided in the deferred payment agreement will void that agreement and the full amount of the outstanding balance becomes due or service will be discontinued. The Corporation may consider another deferred payment agreement provided payments will be made by the 15th. Non-payment of any amount under an additional deferred payment agreement will cause service to be disconnected immediately and a reconnection fee will be applied to the account. 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 of the property concerning the deferred payment agreement.

26. Prohibition of Multiple Connections to A Single Tap.

a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter tap. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter or sewer tap (See Subsection E. 27.) If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with Paragraph E. 18. b. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 05/17))

b. For purposes of this section, the following definitions shall apply:

   1) A "multiple connection" is the connection to any portion of a member's water system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be consider a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.

2) A "primary delivery point" shall mean the physical location of a meter tap that is installed in accordance with this Tariff and applicable law and which provides water service to the residence or commercial or industrial facility of a member.

3) A "residence" shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation.

4) "Commercial" facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member's residence or property that does not require water in addition to that provided to the member's residence shall not be considered a separate commercial facility.

c. The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional membership be secured and a separate 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 business days if the situation is not corrected.

27. Service Entitlement. The Member(s) shall be considered qualified and entitled to water utility service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. (16 TAC 24.85(a))

28. Service Location and Classification. For the purposes of this Tariff, service requested by the Member(s) shall be for real estate designated to receive the service provided by the Corporation. Service shall be through a meter tap located on that designated real estate. 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" sized water meter services set on existing pipelines 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 E. 7. of this section), or an addition to the water supply. The service requirements as prescribed by Section F. of this Tariff shall be required of the Non-Standard Service Member prior to providing service.

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

a. A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, required by the Corporation, must be completed by the Member 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 Member shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of title to the real estate designated to receive service. (Texas Water Code Sections 67.016 (d), and 13.002 (11) *See also* Uniform Partition of Heirs Property Act, Property Code Chapter 23A).

c. On the request by the property owner or owner's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. The Corporation shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in Section G. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the property, as determined under applicable provisions of Section F. It shall be the responsibility of the property owner to obtain the memberships required for each individual meter.

d. Notice of application approval and costs of service determined by the Corporation shall be presented to the Member in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the Member must re-apply for service. (16 TAC 24.81(a)(1)).

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

service. (See Miscellaneous Transaction Forms.)

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

NOTE: For existing Members: Texas Utilities Code Section 182.052(c) requires the system to include with a bill sent to each Member:

(1) a notice of the Member's right to request confidentiality under this subchapter;

(2) a statement of the amount of any fee applicable to the request; and

(3) a form by which the Member may request confidentiality by marking an appropriate box on the form and returning it to the government-operated utility.

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 Members shall recognize that the Corporation must comply with local, state and federal rules and regulations as promulgated from time to time, and with covenants of current indebtedness. The Corporation is not required to extend retail utility service to a Member in a subdivision where the responsible party (Member/Developer) of the applicable property (subdivision) has failed to comply with the terms of this policy. 13.2502 of the Texas Water Code requires that notice be given herein or by publication or by alternative means to the Member/Developer. (See Miscellaneous Transaction Forms or Section F. 11)

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 Member's and the Corporation's respective costs.

   For purposes of the Section, the term "Member" shall refer to the individual or entity that desires to secure Non-Standard Service from the Corporation. The Member 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 Member shall be the owner of real property for which Non-Standard Service is sought. In the event that the Member is other than the owner of real property, the Member must furnish evidence to the Corporation that it is authorized to request Non-Standard Service on behalf of such owner, or that it otherwise has authority to request Non-Standard Service for the real property.

3. ***Application of Rules.*** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 3/4" diameter and

service lines exceeding fifteen feet. Non-residential or residential service applications requiring a larger sized meter typically will be considered non-standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when 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 Member's service request shall be subject to all or part of the conditions of this Section.

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

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

   b. A final plat (See Section C.) approved by the Corporation must accompany the Application showing the Member's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Members for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

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

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

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

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

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

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

5. ***Design.*** The Corporation shall approve the design requirements of the Member's required facilities prior to initiation of a Non-Standard Service Contract in accordance with the following schedule:

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

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

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

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

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

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

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

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

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

e. Terms by which the Corporation shall administer the Member's project with respect to:

1. Design of the Member'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 Member's service;
6. Inspecting construction of facilities; and
7. Testing facilities and closing the project.

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

g. Terms by which the Member 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 Member's project. The Member shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.

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

7. ***Construction of Facilities by Member Prior to Execution of Service Contract.*** The Corporation and the Member must execute a Non-Standard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Member. In the event that the Member commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Member or, in a

subdivision, to any person purchasing a lot or home from the Member. 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 Member. At a minimum, the Corporation will require that all facilities be uncovered by the Member 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.

8. ***Dedication of Water System Extension/Improvements to FWSC.***

   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 Member, the Facilities shall become the property of the FWSC. The Facilities shall thereafter be owned and maintained by FWSC subject to the warranties required of Member under Subsection b. Any connection of individual Members to the Facilities shall be made by the FWSC.

   b. Upon transfer of ownership of the Facilities, Member shall warrant materials and performance of the Facilities constructed by Member for six months following the date of the transfer.

9. ***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 Member's property are required, the Member 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 Member. (See Sample Application Packet RUS Form 442-8 or 442-9 (Rev. 6-06))

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

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

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

10. Bids for Construction. The Corporation's consulting engineer shall advertise for bids for the construction of the Member'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 Member shall execute the Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;

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

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

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

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

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

*11. **Pre-Payment for Construction and Service.*** After the Member has executed the Service Agreement, the Member 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.

*12. **Construction.***

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

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

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

PART II. Request for Service to Subdivided Property

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

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

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

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

c. Member shall be notified in writing by the Corporation or designated representative the timeframe within which the requested service can be provided and the costs for which the

Member will be responsible, in accordance with the details described on the Member's request for service.

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

   a. The Member must provide the following in addition to all other information otherwise required by this Section:
      (1) Map and legal description of the area to be served using map criteria in 16 TAC 24.105(a) (2) (A-G)).
      (2) Time frame for:
         (a) Initiation of service
         (b) Service to each additional or projected phase following the initial service
      (3) Detailed description of the nature and scope of the project/development for:
         (a) Initial needs
         (b) Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase
      (4) Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
      (5) Copies of all required approvals, reports and studies done by or for the Member to support the viability of the proposed development.

Member must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Member can be provided within the time frame specified by the Member 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 Member proposes development in phases, the Member 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 Member 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 Member's written request be complete. A complete service application by the Member should include:

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

Member 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 Member must advise the Corporation that he/she may request expedited decertification from the PUC.

Upon payment of the required fees, the Corporation shall review Member's service request. If no additional information is required from Member, the Corporation will prepare a written report on Member'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

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

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

By mutual written agreement, the Corporation and the Member 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 Member, 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 charges, this fee or assessment will be billed and collected as a "pass through" charge to the Member.

2. ***Administrative Fee.*** All accounts not paid in full by 5:00 P.M. on the last day to pay, as stated on the Second Notice, will be charged $50.00.

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

4. ***Bulk Water.***
   a. ***Rental Deposit*** - $100.00 (Refundable)
   b. ***Service and/or Tap Fee*** - $150.00 (Nonrefundable)
   c. ***Rate*** - $10.00 per 1,000 Gallons

5. ***Customer Service Inspection Fee.*** A fee of $25.00 will be assessed each Applicant before permanent continuous service is provided to new construction.

6. ***Damaged or Cut Lock Fee.*** Damaging or cutting a lock from a meter will result in a $100.00 fee.

7. ***Easement Fee.*** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Member, the Member 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 in behalf of the Member. (See Section E. 3.; Section F. 8. b.)

8. ***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.

9. ***Equity Buy-In Fee.*** In addition to the Membership Fee, each Member 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:

Sample Calculation:

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 / Members equals = Average Net Equity Buy-In Fee

a. FWSC Equity Buy-In Fee is $2,400.00

10. ***Groundwater District Production Fee.*** – There is no fee at this time. This fee could be collected to pay a portion of the annual fee charged to the Corporation by Fayette County Groundwater Conservation District based on the amount of water pumped from the Corporation's wells located within the boundaries of the District.

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

12. ***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 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 or waste water service.

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

b. **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 Member.

2) Line and Facility Inspection Fee:
3) Administrative Costs: including but not limited to contact administration costs; processing invoices; disbursement of checks to contractors
4) Legal Fee: including but not limited to contract development, easements, water rights, permits, CCN amendments for the area.
5) Engineering Fee;
6) Any additional site-specific equipment or appurtenances necessary to provide water service as determined by the Corporation under the terms of Section F. of this Tariff (incudes tap (fee(s)).

c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E. 3. e. of this Tariff.

13. ***Late Payment Fee.*** Once per billing period, a penalty of $15.00 shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing period, but shall be applied to any unpaid balance during the current billing period.

NOTE: The Corporation cannot charge political subdivisions and state agencies the late payment fee. (Texas Government Code Chapter 2251.021 and Sec. E.16.)

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

15. ***Member History Report Fee.*** A fee of $5.00 shall be charged to provide a copy of the Member's record of past account information in response to a Member's request for such a record.

16. ***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 Member by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate.

a. The Membership Fee for water service is $100.00 for each service unit.

b. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence. (See Chart on the Following Page)

17. ***Meter Tampering and Damage to Property Penalty.*** In addition to the Equipment Damage Fee, the Corporation may charge a penalty for "Tampering" as defined in Section E. 23. The penalty may only be assessed against the person who committed the Tampering. The penalty cannot be assessed against the Member for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.

18. ***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	$34.00
1"	2.5	$85.00
1 ½"	5.0	$170.00
2"	8	$272.00

b. **Gallonage Charge** - In addition to the Base Rate, a gallonage charge shall be added at the following rates for usage during any one (1) billing period.

1) Water:

Per 1,000 Gallons	
1 – 4,000	$4.75
4,001 to 8,000	$5.00
8,001 to 12,000	$5.50
12,001 to 20,000	$6.50
20,001 to 40,000	$7.50
40,001 to 60,000	$8.50
60,001 to 75,000	$9.50
75,001 to 90,000	$10.50
90,001 to 100,000	$11.50
100,001 & Over	$12.50

2) The Corporation shall, as required by Texas Water Code Section 5.701, collect from each of its retail Members a regulatory assessment equal to one-half of one percent of the charge for retail water service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G. 7. Monthly Charges of this Tariff. (16 TAC 291.76(d))

19. ***Meter Test Fee.*** The Corporation shall test a Member's meter upon written request of the Member. (See Meter Test Authorization and Test Report Form in Section J) Under the terms of Section E. of this Tariff, a charge of $50.00 shall be imposed on the affected account.

20. ***Non-Disclosure Fee.*** A fee of $5.00 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.

21. ***Obtaining Proof of Ownership Fee.*** The Corporation shall charge a fee of $25.00 for obtaining the Member's Recorded Proof of Ownership if the Member does not provide it to the FWSC Office within 30 days of requesting service.

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

23. ***Owner Notification Fee.*** The Corporation may assess a fee to notify to a Member of a renter/lessee delinquent account status prior to disconnection of service. (See Miscellaneous Transaction Forms.)

24. ***Reconnect Fee.*** The Corporation shall charge a fee of $50.00 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. 7.b. Re-Service.

25. ***Regulatory Assessment.*** - A fee of 0.5% of the amount billed for water service will be assessed to each Member; this assessment is required under Texas law and TCEQ regulations.

NOTE: The regulatory assessment is not to be collected from state agencies, wholesale Members, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Sept.

2017; TCEQ Section 291.76 (c))

26. ***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 $25.00. (See Miscellaneous Transaction Forms)

27. ***Service Investigation Fee.*** The Corporation shall conduct a service investigation for each service application submitted to the Corporation. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:

a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Member 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 Member 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 Member, and
   (5) to provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Member within a suitable amount of time as determined by the complexity of the project. (See Section F.5.)

28. ***Service Trip Fee.*** The Corporation shall charge a trip fee of $50.00 for any service call or trip to the Member's tap as a result of a request by the Member or tenant. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation shall charge $50.00 per employee per hour for each additional hour required.

29. ***Transfer Fee.*** A Fee of $25.00 shall be assessed for the transfer of any membership.

SECTION H. DROUGHT CONTINGENCY AND EMERGENCY WATER DEMAND MANAGEMENT PLAN

Drought Contingency Plan for the Fayette Water Supply Corporation

EAST

May 2019

Texas Commission on Environmental Quality

Date Approved/Amended 5-20-19

DROUGHT CONTINGENCY PLAN FOR

Fayette Water Supply Corporation

P.O. Box 724

10726

0750034

May 20, 2019

Section 1 Declaration of Policy, Purpose, and Intent

In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, temporary restrictions may be instituted to limit nonessential water usage. The purpose of the Drought Contingency Plan (Plan) is to encourage customer conservation in order to maintain supply, storage, or pressure or to comply with the requirements of a court, government agency or other authority.

Please note: Water restriction is not a legitimate alternative if a water system does not meet the Texas Commission on Environmental Quality (TCEQ) capacity requirements under normal conditions **or** if the utility fails to take all immediate and necessary steps to replace or repair malfunctioning equipment.

Section 2 Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by Fayette Water Supply Corporation by means of a public meeting held on March 13, 2009 after the public was invited to attend by means of the meeting being posted at the County Clerk's Office and on local radio station.

Section 3 Public Education

The Fayette Water Supply Corporation will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

Drought plan information will be provided by: Notice sent by U.S. Mail

Section 4 Coordination with Regional Water Planning Groups

The service area of the Fayette Water Supply Corporation is located within Regional Water Planning Group (RWPG) K.

Fayette Water Supply Corporation has mailed a copy of this Plan to the RWPG.

Section 5 Notice Requirements

Written notice will be provided to each customer **prior to implementation or termination of each stage of the water restriction program.** Mailed notice must be given to each customer 72 hours prior to the start of water restriction. If notice is hand delivered, the utility cannot enforce the provisions of the plan for 24 hours after notice is provided. The written notice to customers will contain the following information:

1. the date restrictions will begin;
2. the circumstances that triggered the restrictions;
3. the stages of response and explanation of the restrictions to be implemented; and
4. an explanation of the consequences for violations.

The utility must notify the TCEQ by telephone at (512) 239-4691, or electronic mail at watermon@tceq.state.tx.us prior to implementing Stage III and must notify in writing the Public Drinking Water Section at MC - 155, P.O. Box 13087, Austin, Texas 78711-3087 within five (5) working days of implementation including a copy of the utility's restriction notice. The utility must file a status report of its restriction program with the TCEQ at the initiation and termination of mandatory water use restrictions (i.e., Stages III and IV).

Section 6 Violations

1. First violation - The customer will be notified by written notice of their specific violation.

2. Subsequent violations:

   After written notice, the utility may install a flow restricting device in the line to limit the amount of water which will pass through the meter in a 24-hour period. The utility may charge the customer for the actual cost of installing and removing the flow restricting device, not to exceed $50.00.

   After written notice, the utility may discontinue service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal reconnect fee of the utility will apply for restoration of service.

Section 7 Exemptions or Variances

The utility may grant any customer an exemption or variance from the drought contingency plan for good cause **upon written request.** A customer who is refused an exemption or variance may appeal such action of the utility in writing to the Texas Commission on Environmental Quality. The utility will treat all customers equally

concerning exemptions and variances, and shall not discriminate in granting exemptions and variances. No exemption or variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section 8 Response Stages

Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the utility will initially declare Stage I restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage II may be implemented with Stage III to follow if necessary.

STAGE I - CUSTOMER AWARENESS

Stage I will begin:

When average daily water use reaches 85% of plant capacity 539,000 gallons per day on the Rutersville/Walhalla System for three (3) consecutive days. Consideration will be given to the weather conditions, time of year, and customer complaints

Stage I will end:

When average daily water use drops below 75% of plant capacity for three (3) consecutive days.

Utility Measures:

This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file available for inspection by the TCEQ.

Voluntary Water Use Restrictions:

Water customers are requested to voluntarily limit the use of water for nonessential purposes and to practice water conservation.

STAGE II - VOLUNTARY WATER CONSERVATION:

The water utility will implement Stage II when any one of the selected triggers is reached:

When average daily water use reaches 90% of plant capacity, 571,000 gallons, per day on the Rutersville/Walhalla system for three (3) consecutive days; or, Water storage levels are decreasing and fall below 40% (50,000 gallons for the Rutersville/Walhalla system) for 48 hours; or, Water pressure drops to 35 psi.

Upon initiation and termination of Stage II, the utility will mail a public announcement to its customers. No notice to TCEQ required.

Requirements for Termination:

Stage II of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage II, Stage I becomes operative.

Utility Measures:

Visually inspect lines and repair leaks on a daily basis. Monthly review of customer use records and follow-up on any that have unusually high usage.

Fayette Water Supply Corporation will cease the flushing of the main lines and use the interconnection that they have with the City of La Grange.

Voluntary Water Use Restrictions:

Restricted Hours: Outside watering is allowed daily, but only during periods specifically described in the customer notice; between 10:00 p.m. and 5:00 a.m. for example;

Restricted Days/Hours: Water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems. Customers are requested to limit outdoor water use to **Mondays for water customers with a street address ending with the numbers 1, 2, or 3, Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6, and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0.** Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system; or

Other uses that waste water such as water running down the gutter.

STAGE III - MANDATORY WATER USE RESTRICTIONS:

The water utility will implement Stage III when any one of the selected triggers is reached:

When water demand exceeds 95% of capacity (603,000 gallons per day for the Rutersville/Walhalla system) for two (2) consecutive days; or, Supply reservoir levels reduce to a point where demand exceeds available supply; or, Imminent or actual failure of system components affecting health and safety.

Upon initiation and termination of Stage III, the utility will mail a public announcement to its customers. Notice to TCEQ required.

Requirements for Termination:

Stage III of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage III, Stage II becomes operative.

Utility Measures:

Visually inspect lines and repair leaks on a regular basis. Flushing is prohibited except for dead end mains.

Fayette Water Supply Corporation will use interconnection they have with the City of La Grange.

Mandatory Water Use Restrictions:

The following water use restrictions shall apply to all customers.

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems **shall be limited to Mondays for water customers with a street address ending with the numbers 1, 2, or 3, Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6, and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0.** Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or "jacuzzi" type pool is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.

4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

5. Use of water from hydrants or flush valves shall be limited to maintaining public health, safety, and welfare.

6. Use of water for the irrigation of golf courses, parks, and green belt area is prohibited except by hand-held hose and only on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.

7. The following uses of water are defined as nonessential and are prohibited:

   a. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
   b. use of water to wash down buildings or structures for purposes other than immediate fire protection;
   c. use of water for dust control;
   d. flushing gutters or permitting water to run or accumulate in any gutter or street;
   e. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
   f. any waste of water.

RESOLUTION FOR ADOPTION OF A DROUGHT CONTINGENCY PLAN

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE Fayette Water Supply Corporation ADOPTING A DROUGHT CONTINGENCY PLAN.

WHEREAS, the Board recognizes that the amount of water available to the Fayette Water Supply Corporation and its water utility customers are limited and subject to depletion during periods of extended drought;

WHEREAS, the Board recognizes that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes;

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a drought contingency plan; and

WHEREAS, as authorized under law, and in the best interests of the customers of the Fayette Water Supply Corporation, the Board deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Fayette Water Supply Corporation:

SECTION 1. That the Drought Contingency Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the Fayette Water Supply Corporation.

SECTION 2. That the General Manager is hereby directed to implement, administer, and enforce the Drought Contingency Plan.

SECTION 3. That this resolution shall take effect immediately upon its passage.

DULY PASSED BY THE BOARD OF DIRECTORS OF THE Fayette Water Supply Corporation, ON THIS 20th day of May, 2019.

Vice President, Board of Directors
Ted Harbers

ATTESTED TO:

Secretary, Board of Directors
Clive Halder

Date Approved/Amended 5-20-19

Drought Contingency Plan for the Fayette Water Supply Corporation

WEST

May 2019

Texas Commission on Environmental Quality

Date Approved/Amended 5-20-19

DROUGHT CONTINGENCY PLAN FOR

Fayette Water Supply Corporation

P.O. Box 724

10726

0750022

May 20, 2019

Section 1 Declaration of Policy, Purpose, and Intent

In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, temporary restrictions may be instituted to limit nonessential water usage. The purpose of the Drought Contingency Plan (Plan) is to encourage customer conservation in order to maintain supply, storage, or pressure or to comply with the requirements of a court, government agency or other authority.

Section 2 Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by Fayette Water Supply Corporation by means of a public meeting held on July 8, 2013 after the public was invited to attend by means of the meeting posted at the County Clerk's Office and on local radio station.

Section 3 Public Education

The Fayette Water Supply Corporation will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

Drought plan information will be provided by: Notice sent by local newspaper.

Section 4 Coordination with Regional Water Planning Groups

The service area of the Fayette Water Supply Corporation is located within Regional Water Planning Group (RWPG) K.

Fayette Water Supply Corporation has mailed a copy of this Plan to the RWPG.

Date Approved/Amended 5-20-19 CRH

Section 5 Notice Requirements

Written notice will be provided to each customer **prior to implementation or termination of each stage of the water restriction program.** Mailed notice must be given to each customer 72 hours prior to the start of water restriction. If notice is hand delivered, the utility cannot enforce the provisions of the plan for 24 hours after notice is provided. The written notice to customers will contain the following information:

5. the date restrictions will begin;
6. the circumstances that triggered the restrictions;
7. the stages of response and explanation of the restrictions to be implemented; and
8. an explanation of the consequences for violations.

The utility must notify the TCEQ by telephone at (512) 239-4691, or electronic mail at watermon@tceq.state.tx.us prior to implementing Stage III and must notify in writing the Public Drinking Water Section at MC - 155, P.O. Box 13087, Austin, Texas 78711-3087 within five (5) working days of implementation including a copy of the utility's restriction notice. The utility must file a status report of its restriction program with the TCEQ at the initiation and termination of mandatory water use restrictions (i.e., Stages III and IV).

Section 6 Violations

3. First violation - The customer will be notified by written notice of their specific violation.

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   After written notice, the utility may install a flow restricting device in the line to limit the amount of water which will pass through the meter in a 24-hour period. The utility may charge the customer for the actual cost of installing and removing the flow restricting device, not to exceed $50.00.

   After written notice, the utility may discontinue service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal reconnect fee of the utility will apply for restoration of service.

Section 7 Exemptions or Variances

The utility may grant any customer an exemption or variance from the drought contingency plan for good cause **upon written request.** A customer who is refused an exemption or variance may appeal such action of the utility in writing to the Texas Commission on Environmental Quality. The utility will treat all customers equally concerning exemptions and variances, and shall not discriminate in granting exemptions and variances. No exemption or variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section 8 Response Stages

Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the utility will initially declare Stage I restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage II may be implemented with Stage III to follow if necessary.

STAGE I - CUSTOMER AWARENESS

Stage I will begin:

When average daily water use reaches 85% of plant capacity (1,182,758 gallons per day on the Swiss Alp/FM 1115/Brewer system and 935,544 gallons per day on the West Point/Barnes system) for three (3) consecutive days. Consideration will be given to the weather conditions, time of year, and customer complaints.

Stage I will end:

When average daily water use drops below 75% of plant capacity for three (3) consecutive days.

Utility Measures:

This announcement will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file available for inspection by the TCEQ.

Voluntary Water Use Restrictions:

Water customers are requested to voluntarily limit the use of water for nonessential purposes and to practice water conservation.

STAGE II - VOLUNTARY WATER CONSERVATION:

The water utility will implement Stage II when any one of the selected triggers is reached:

When average daily water use reaches 90% of plant capacity (1,252,332 gallons per day for the Swiss Alp/FM 1115/Brewer system and 990,576 per day on the West Point/Barnes system) for three (3) consecutive days; or, Water storage levels are decreasing and fall below 40% (440,062 gallons for the Swiss Alp/FM 1115/Brewer system and 182,560 gallons for the West Point/Barnes) for 48 hours; or, Water pressure drops to 35 psi.

Upon initiation and termination of Stage II, the utility will mail a public announcement to its customers. No notice to TCEQ required.

Requirements for Termination:

Stage II of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage II, Stage I becomes operative.

Utility Measures:

Visually inspect lines and repair leaks on a daily basis. Monthly review of customer use records and follow-up on any that have unusually high usage.

Fayette Water Supply Corporation will cease the flushing of the main lines and use the interconnections that they have with the City of La Grange and Fayette County WCID.

Voluntary Water Use Restrictions:

Restricted Hours: Outside watering is allowed daily, but only during periods specifically described in the

customer notice; between 10:00 p.m. and 5:00 a.m. for example;

Restricted Days/Hours: Water customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems. Customers are requested to limit outdoor water use to **Mondays for water customers with a street address ending with the numbers 1, 2, or 3, Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6, and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0.** Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system; or

Other uses that waste water such as water running down the gutter.

STAGE III - MANDATORY WATER USE RESTRICTIONS:

The water utility will implement Stage III when any one of the selected triggers is reached:

When water demand exceeds 95% of plant capacity (1,321,906 gallons per day for the Swiss Alp/FM 1115/Brewer system and 1,045,608 gallons per day for the West Point/ Barnes system) for two (2) consecutive days; or, Supply reservoir levels reduce to a point where demand exceeds available supply; or, Imminent or actual failure of system components affecting health and safety.

Upon initiation and termination of Stage III, the utility will mail a public announcement to its customers. Notice to TCEQ required.

Requirements for Termination:

Stage III of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage III, Stage II becomes operative.
Utility Measures:

Visually inspect lines and repair leaks on a regular basis. Flushing is prohibited except for dead end mains. Fayette Water Supply Corporation will use interconnections they have with the City of La Grange and Fayette County WCID.

Mandatory Water Use Restrictions:

The following water use restrictions shall apply to all customers.

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems **shall be limited to Mondays for water customers with a street address ending with the numbers 1, 2, or 3, Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6, and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0.** Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a

hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or "Jacuzzi" type pool is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.

4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

5. Use of water from hydrants or flush valves shall be limited to maintaining public health, safety, and welfare.

6. Use of water for the irrigation of golf courses, parks, and green belt area is prohibited except by hand-held hose and only on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.

7. The following uses of water are defined as nonessential and are prohibited:

   a. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
   b. use of water to wash down buildings or structures for purposes other than immediate fire protection;
   c. use of water for dust control;
   d. flushing gutters or permitting water to run or accumulate in any gutter or street;
   e. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
   f. any waste of water.

RESOLUTION FOR ADOPTION OF A DROUGHT CONTINGENCY PLAN

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE Fayette Water Supply Corporation ADOPTING A DROUGHT CONTINGENCY PLAN.

WHEREAS, the Board recognizes that the amount of water available to the Fayette Water Supply Corporation and its water utility customers are limited and subject to depletion during periods of extended drought;

WHEREAS, the Board recognizes that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes;

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality require all public water supply systems in Texas to prepare a drought contingency plan; and

WHEREAS, as authorized under law, and in the best interests of the customers of the Fayette Water Supply Corporation, the Board deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Fayette Water Supply Corporation:

SECTION 1. That the Drought Contingency Plan attached hereto as Exhibit "A" and made part hereof for all purposes be, and the same is hereby, adopted as the official policy of the Fayette Water Supply Corporation.

SECTION 2. That the General Manager is hereby directed to implement, administer, and enforce the Drought Contingency Plan.

SECTION 3. That this resolution shall take effect immediately upon its passage.

DULY PASSED BY THE BOARD OF DIRECTORS OF THE Fayette Water Supply Corporation, ON THIS 20th day of May, 2019.

Vice President, Board of Directors
Ted Harbers

ATTESTED TO:

Secretary, Board of Directors
Clive Halder

Date Approved/Amended 5-20-19

SECTION I
APPLICATION PACKET

a) Check List for New Members (September 2019)
b) Fayette Water Supply Corporation Service Application and Agreement Form (Revised August 2019)
c) Right-of-Way Easement (General) (Form RD-TX 442-9 (Rev. 6-06))
d) Payment Policy (Revised May 2019)
e) Confidentiality of Personal Information (Revised May 2019)
f) Customer Service Inspection (September 2019)
g) Non-Standard Service Application (Revised May 2019)
h) Non-Standard Service Contract (Revised May 2019)

FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
www.fayettewsc.com

Check List for New Members

FORMS & INFORMATION

Initial By Each Item When Completed – Initials must be by the legal land owner(s)/LLC/LP etc.

_____ **Service Application and Agreement** – Must be completed by the legal land owner(s)/LLC/LP etc. If the land is under a business/LLC/LP, etc. FWSC must have proper documentation showing authorized signers.

_____ **Payment Policy** – Must be signed by the legal land owner(s)/LLC/LP etc.

_____ **Customer Service Inspection** – Must be completed by the legal land owner(s)/LLC/LP etc.

_____ **Proof of Ownership** – A copy of the Warranty Deed/Gift Deed/Last Will & Testament/Legal Documents etc. This document **MUST** be recorded at the County Clerk's Office and have a Volume and Page number. (See FWSC Tariff Section E. 29b)

_____ **Right-of-Way Easement** – Must be completed by the legal land owner(s)/LLC/LP etc. and notarized by a Notary Public. FWSC has Notary Publics available. (See FWSC Tariff Section E. 29a)

_____ **Valid Photo I.D.** – For notarization purposes only.

_____ **I have read the Service Application and Agreement and Payment Policy in its entirety.**

Please mail original forms to:

FWSC
P.O. Box 724
La Grange, TX 78945

Emailed or Fax forms will not be accepted.

Additional Information – Please initial. Initials must be by the legal land owner(s)/LLC/LP etc.

_____ The fees that are paid when you request service are installation, equity buy-in and a membership fee. These fees are not to purchase the meter. ***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. (FWSC Tariff Section E. 24)

_____ You will need an address for the property. It is important that the address is correct so FWSC operators can work efficiently. If you do not have a 911 address to your property, please contact the County Judge's Office to receive a 911 address.

_____ The Corporation shall require each Member to have a cut-off valve within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (FWSC Tariff Section E. 20e)

_____ The member is required to notify the system 48 hours prior to digging or excavation activities along or near water lines and appurtenances. (FWSC Tariff Section E. 20f)

_____ ***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. (FWSC Tariff Section B. 13)

Signature_____ **Date**_____

Signature_____ **Date**_____

Fayette Water Supply Corporation
Service Application and Agreement

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

CORPORATION USE ONLY

Date Approved: _____
Service Classification: _____
Cost: _____
Work Order Number: _____
Eng. Update: _____
Account Number: _____
Service Inspection Date: _____

APPLICANT INFORMATION

Applicant's Name:	Co-Applicant's Name:
Billing Address:	
Telephone Number (Primary):	Telephone Number (Secondary):
Applicant's Driver's License Number:	Applicant's E-mail Address:
Gate Code to Property (if applicable):	Applicant's E-Mail Address (Secondary):
Proof of Ownership Provided By:	Type of Meter: ☐ Residential ☐ Commercial

PROPERTY INFORMATION

Service Address:			
Previous Member's Name & Address (if transferring Membership):			
Acreage:	Number in Family:	Household Size (Square Feet):	Livestock Type & Number:
Special Service Needs of Applicant:			

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

Ethnicity: ☐ Hispanic or Latino ☐ Not of Hispanic or Latino

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

Gender: ☐ Male ☐ Female

FWSC IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

AGREEMENT made this _____ day of _____, 20_____, between ***Fayette Water Supply Corporation***, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the
(Applicant(s) Printed Name)
Applicant and/or Member),

Witnessed:

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

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. 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.

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:

a. The number of taps to be considered in the design and
b. The number of potential ratepayers considered in determining the financial feasibility of constructing
    1) a new water system or
    2) 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 expense, 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 connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

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

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

a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention assembly in accordance with state regulations.
b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an 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 which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
d. No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
e. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq$0.25% lead content. If not properly labeled, please provide written comment.
f. No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials.

These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

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

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

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

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

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

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

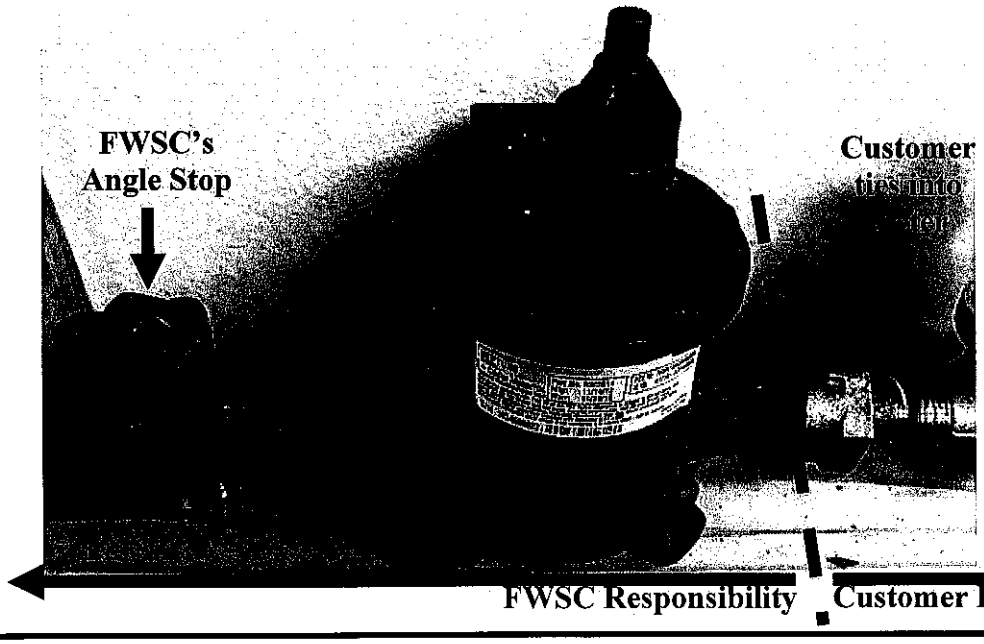
Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

_____ _____

(Applicant(s) Signature) (Co-Applicant(s) Signature)

_____ _____

(Approved and Accepted) (Date)



Customer is required to install a personal cut off valve about two feet after the meter.

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

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name(s) as stated on Deed of Property)
(hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by *_Fayette Water Supply Corporation (FWSC)_* (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol._____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.
Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

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

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

_____
_____
_____
_____

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

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

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

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____day of _____, 20_____

_____
(Signature)

_____
(Printed Name)

ACKNOWLEDGMENT
(Individual)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by
(Date)
_____.
(Name(s) as printed above)

(SEAL)

_____
Notary Public, State of Texas

FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
www.fayettewsc.com

Payment Policy

INFORMATION

1) FWSC's bills are mailed out on the 1st business day of each month. FWSC is **NOT** responsible for mail service. If you have not received your bill in a timely manner please call the FWSC Office.

2) Payment is **due on the 15th day of each month**. If payment is not received by the 15th of the month, a $15.00 penalty will be applied to the account.

3) Second Notices are mailed out on next business day following the 15th, allowing an additional 10 calendar days to make a payment. On the 10th calendar day, **the payment must be in the FWSC by 4:00 P.M.** FWSC is **NOT** responsible for mail service. If you have not received your bill in a timely manner please call the FWSC Office.

4) If a payment is not received in the FWSC office **by 4:00 P.M., a $50.00 Administrative Fee** is applied to your account and the meter will be locked the following business day, unless the next business day is a Friday or a FWSC Observed Holiday.

5) If a meter is locked for three consecutive months, without a payment, the meter will be pulled for non-payment. In order to re-establish the account, the Member must pay the current membership fee, the current re-connect fee and any debt owed on the account.

6) All water registered on the meter must be paid for by the Member. There is a monthly base fee of $34.00 and a State Regulatory Fee of 0.5%, subject to change at the discretion of the Board of Directors, for zero usage. Please find the current usage rates on our website at https://www.fayettewsc.com/rates-and-fees.

7) There is a $25.00 return payment fee on all returned payments. Water will be disconnected if the returned payment and the returned payment fee is not received in 10 business days.

8) In the event you sell your property, you **MUST** notify FWSC in a timely manner, sign the necessary forms and get a final meter reading to transfer the membership to the new owner. If you are unable to get a final meter reading, the FWSC Office will be required to get the final meter reading and your account will be charged a $50.00 Service Trip Fee. All current and outstanding charges **MUST** be paid before the meter can be transferred to the new owner.

9) If your property is a rental, you are the Owner/Member and are responsible for payment of the water bill. The account is required to be in the land owner's name; although you may request in writing that the bill be mailed to the renter by completing the Renter Authorization Form found at https://www.fayettewsc.com/documents/1135/New_Renter_Information.pdf

10) If your property is a rental, FWSC can NOT charge the Renter a water deposit. Owner/Members are responsible for any debt on their accounts.

11) Proof of Ownership is required to be in the FWSC within 30 days of acknowledgement. Proof of Ownership must be provided by a copy of the Deed, Deed of Trust, etc. The document **must be Recorded** and have the volume and page number at the top. If Proof of Ownership is not received in the FWSC Office **within 30 days,** FWSC has my permission to obtain the Proof of Ownership and bill my account $25.00.

I have read, understand and will abide by the Payment Policy as set out above.

_____ _____

Signature **Date**

_____ _____

Signature **Date**

FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
www.fayettewsc.com

Privacy Request

INFORMATION

The Texas Legislature enacted a bill, effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of $5.00 to cover the cost of implementation.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it to:

FAYETTE WATER SUPPLY CORPORATION
P.O. Box 724
La Grange, Texas 78945-0724

Once received your account will be charged $5.00.

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, electricity, or drainage service for compensation.

ACKNOWLEDGMENT

Member's Name: _____ **Account Number(s):** _____

Service Address: _____

Phone Number: _____ **Signature:** _____

FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
www.fayettewsc.com

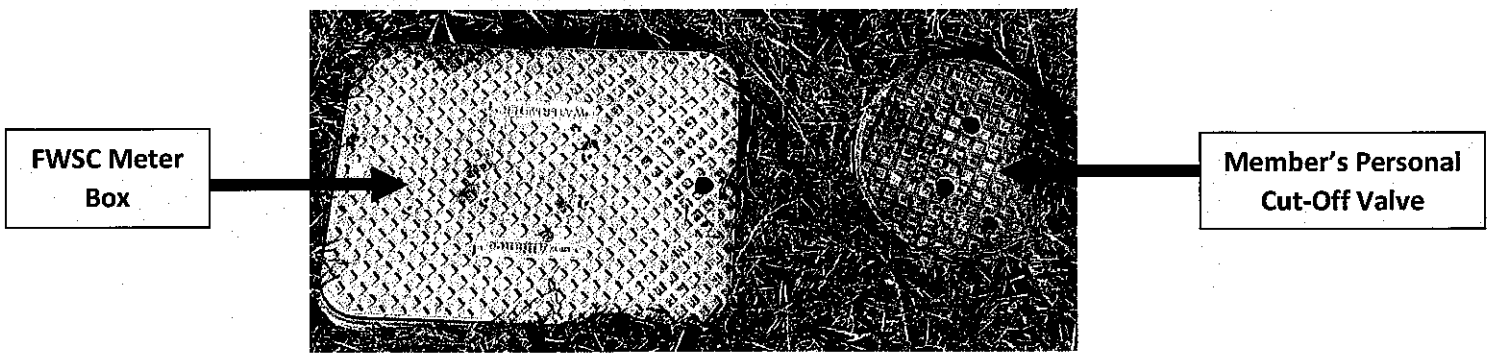
Customer Service Inspection

INFORMATION

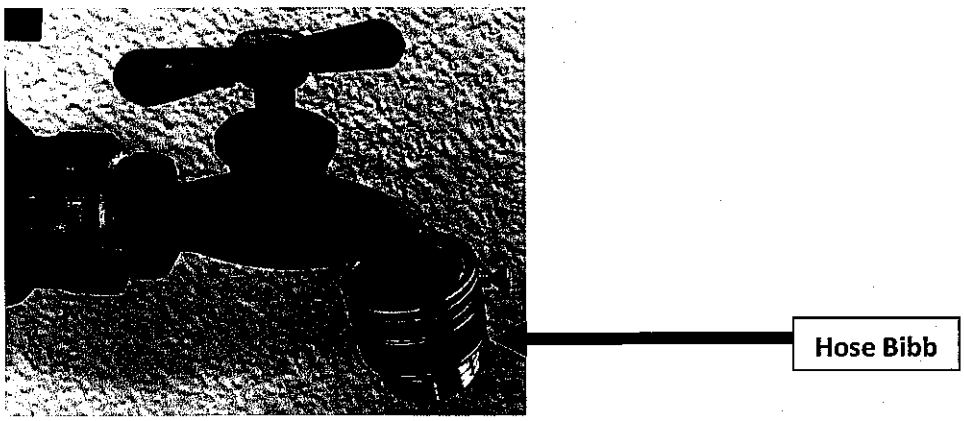
Once the meter is installed, you will need to have a Customer Service Inspection (CSI) completed within 30 days. **The owner must be present for the inspection.** A one-time $25.00 CSI Fee will be billed to your account upon completion of the inspection.

Before the CSI can be completed, you must have the following installed:

- Personal Cut-Off Valve Installed Within Two Feet of the Meter on the Member's Side of the Meter.



- Permanently Installed Hose Bibbs on Every Outside Faucet – These can be purchased from a hardware store.



- If the inspection fails, repairs will have to be made within 30 days. After the repairs have been made another CSI will need to be performed.
- Call FWSC (979) 968-6475 to set up an appointment.

I, _____, acknowledge the receipt, and fully understand that I must comply with the above statements.

_____ _____

Signature **Date**

_____

Service Address

Fayette Water Supply Corporation
Non-Standard Service Application

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

Applicant's Name/Company	
Address/City/State/ZIP	
Telephone Number (Primary)	Telephone Number (Secondary)

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:

_____

_____

Maximum number of proposed lots: _____ Range of standard lot sizes: _____

Acreage _____

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

Initial needs_____

_____

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

_____

_____

Please list any additional special service needs not listed above.

_____

_____

_____

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

_____

_____

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.

_____

_____

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

_____

_____

Please attach the following information, as applicable:

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

Required Fees

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

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

Corporation's response to service request

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

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

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

_____ _____

Applicant/Name of Company Date

_____

Signature of Authorized Representative

For Corporation Use Only

_____

Date Application Received

_____

Amount Paid & Date

_____

Signature FWSC Staff

Fayette Water Supply Corporation
Non-Standard Service Contract

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

THE STATE OF TEXAS
COUNTY OF _____

THIS CONTRACT is made and entered into by and between _____, hereinafter referred to as "Applicant", and Fayette Water Supply Corporation, hereinafter referred to as "FFWSC".

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, FFWSC 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 FFWSC to provide such water service to the Property through an extension of FFWSC'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 FFWSC 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 FWSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by FWSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the FWSC'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 FWSC by the Applicant. FWSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the FWSC, subject to the obligation to reimburse the Applicant for any such over sizing 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 the FWSC (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to FWSC 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 FWSC must be approved by FWSC'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 FWSC. FWSC may reject any bid.

(b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. FWSC shall have the right to inspect all phases of the construction of the Water System Extension. Applicant must give written notice to FWSC of the date on which construction is scheduled to begin so that FWSC may assign an inspector. FWSC 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 FWSC.**

(a) Upon proper completion of construction of the Water System Extension and final inspection thereof by FWSC, the Water System Extension shall become the property of the FWSC. The Water System Extension shall thereafter be owned and maintained by FWSC 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 FWSC.

(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:

(1) engineering and design;
(2) easement or right -of-way acquisition;
(3) construction;
(4) inspection;
(5) attorneys' fees; and
(6) Governmental or regulatory approvals required to lawfully provide service.
(7) Applicant shall indemnify FWSC and hold FWSC 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 FWSC.

(c) If FWSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of FWSC, FWSC shall reimburse Applicant for the additional costs of construction attributable to the over sizing, as determined by the FWSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to FWSC.

6. **Service from the Water System Extension.**
   (a) After proper completion and dedication of the Water System Extension to FWSC, FWSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of FWSC and the payment of the following:
      (1) All standard rates, fees and charges as reflected in FWSC's approved tariff;
      (2) Any applicable Equity Buy-In fee adopted by FWSC;
   (b) It is understood and agreed by the parties that the obligation of FWSC 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 FWSC is obtained, the Applicant shall not:
      (1) construct or install additional water lines or facilities to service areas outside the Property;
      (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
      (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this 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 FWSC shall be addressed:

_____

_____

_____

Any notice mailed to Applicant shall be addressed:

_____

_____

_____

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.

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 FWSC 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 FWSC.

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.

Fayette Water Supply Corporation	APPLICANT
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

SECTION J.
MISCELLANEOUS TRANSACTION FORMS & INFORMATION

a) Agreement to Disconnect Water Service for Non-Payment of Sewer Service
b) Agreement to Provide Fill for Certain Fire Vehicles in Designated Areas
c) Alternate Billing Agreement
d) Auto Draft
e) Bulk Water Rates & Procedures
f) Check List for Membership Transfers
g) Dedication, Bill of Sale and Assignment (Developer Form)
h) Dedication, Bill of Sale and Assignment (Individual Service Form)
i) Easement Denial Letter and Affidavit
j) Equipment and Line Dedication Agreement
k) Final Meter Reading Request
l) Insufficient Information
m) Line Extension Refund Agreement
n) Membership Transfer Authorization
o) Meter Installment Agreement
p) Meter Test Authorization and Test Report
q) Notice of First Violation and Penalty
r) Notice of Insufficient Funds – 1st Notice
s) Notice of Insufficient Funds – 2nd Notice
t) Notice of Multiple Dwellings Connected to One Meter
u) Notice of Requirement to Comply with the Subdivision and Service Extension Policy
v) Notice to Owner of Rental Property
w) Notice of Second Violation and Penalty
x) Notice of Subsequent Violation and Penalty
y) Notice of Termination of Water Use Restrictions
z) Notice of Water Use Restrictions
aa) Payment Plan Agreement
bb) Release of Easement
cc) Request to Cancel Auto Draft Service
dd) Sewer Billing Services for A Retail Public Utility Provided by a Non-Profit Water Supply Corporation
ee) TCEQ Customer Service Inspection Certificate
ff) TCEQ Sample Sanitary Control Easement
gg) Update Account Information
hh) Water Rates & Fees
ii) Water Service Disconnect Request

Date Approved/Amended 9-16-19

AGREEMENT TO DISCONNECT WATER SERVICE FOR NON-PAYMENT OF SEWER SERVICE

Date:

WATER UTILITY:
Name
Address
Telephone Number
Fax Number

SEWER UTILITY:
Name
Address
Telephone Number
Fax Number

PURPOSE:

Fayette Water Supply Corporation ("Corporation") is a nonprofit water supply Corporation that provides retail water utility service in _____ County, Texas pursuant to Public Utility Commission ("PUC") Certificate of Convenience and Necessity ("CCN") No. _____. City of _____ ("City") provides sanitary sewer service to businesses and residents [*pursuant to CCN No.* _____], some of whom are in areas where the Corporation provides water utility service, as listed in Exhibit "A."

Each utility bills its customers separately. In order to ensure that the City's sewer customers, located in the areas of customer overlap listed in Exhibit "A", make timely payments of their sewer service bills, the City requires the ability to terminate water service to the delinquent customers under terms and conditions prescribed by the PUC. As provided by Texas Water Code Sections 13.250(b)(2) and 13.147, the Corporation, for the consideration set forth in this agreement, agrees to terminate its water service to sewer customers of the City for nonpayment of delinquent, undisputed sewer bills after lawful termination of service notices have been issued by the City.

The terms and conditions of this agreement shall be controlled by the rules and regulations of the PUC on this subject matter as the same may be adopted and amended from time to time as if said rules were written verbatim herein.

AGREEMENT:

1. The City shall give written termination of sewer service notices to all delinquent sewer customers subject to discontinuance of sewer utility service under the City's sewer service policies. Copies of said notices shall be sent to the Corporation. If more than one customer is subject to disconnection at the same time, it shall be sufficient for the City to send the Corporation a single sample termination notices with a list of all customers subject to termination by name and service address.

2. If any delinquent customer has not paid their sewer bill by 8:00 a.m. of the noticed termination date, the City shall notify the Corporation to proceed with terminating that customer's water service. The City shall notify the Corporation of which previously delinquent sewer customers have paid their accounts and are no longer subject to water service termination. If this notice is given verbally, it shall be followed by a written notice.

3. Upon receipt of all monies lawfully due from the delinquent sewer customer, the City shall notify the Corporation that it may restore the customer's water service as required by the PUC's rules. The Corporation shall restore the service within 24 hours unless the customer is also delinquent on their water bill and a lawful termination of water utility service notice has been issued by the Corporation. In which case, the Corporation shall not be required to restore the customer's water service until all service restoration requirements have been met under the Corporation's tariff.

4. The Corporation may not charge the delinquent sewer customer a reconnect fee for restoring water service after payment of delinquent sewer bills.

5. The City will pay the Corporation a service charge not to exceed fifty ($50.00) dollars per disconnection/reconnection. This fee may change from time to time as agreed to by the parties.

6. The Corporation shall not terminate the water service to any delinquent residential sewer customer if the Corporation would otherwise be prohibited, under its tariff, from terminating that customer's water service due to the illness or potential illness of any resident at that service location. This prohibition shall remain in effect for so long as the Corporation would otherwise be prohibited from terminating that customer's water service. The Corporation shall provide timely notice to the City of which of its water customers are subject to this medical prohibition for disconnection of utility service.

7. The Corporation shall not terminate the water service to any delinquent customer on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for purpose of collections and reconnecting service.

8. Purpose of Agreement/Indemnity. This Agreement is made for the purpose of facilitating the collection of fees for sanitary sewer services provided by City. No partnership or joint venture is intended to be created hereby. The Corporation's sole responsibility is to terminate its water service to sewer customers of the city for nonpayment of delinquent sewer bills and the Corporation shall have no responsibility for, and City shall indemnify, defend and hold the Corporation harmless from any damage, claims, demands, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any act or omission of the Corporation or city, their agents, employees, or representatives in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by the Corporation or by the City, which does not amount to gross negligence or willful misconduct on the part of city, its agents, employees, or representative. This indemnity shall also extend to, but shall not be limited to, any cost, expense or fee, including attorney's fees, costs of court or expert fees, incurred by the Corporation relating to or arising from any such damages, claims, demands or causes of action.

TERM:
This agreement shall remain in full force and effect for so long as such agreements are allowed by law and the parties continue to be the respective water and sewer utility purveyors in the areas listed in Exhibit "A". Either party may terminate this agreement with thirty (30) day written notice to the other party.

ELECTRONIC COMMUNICATIONS:

All notices required herein may be given by email, facsimile or other electronic transmission to be followed by a hard copy sent by US mail or hand delivery.

ENTERED IN _____ COUNTY, TEXAS.

EXECUTED on the _____ day of _____, 20____.

THE CITY OF _____ _____WSC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

City Secretary: _____

Fayette Water Supply Corporation

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

AGREEMENT TO PROVIDE FILL FOR CERTAIN FIRE VEHICLES IN DESIGNATED AREAS

STATE OF TEXAS

_____ COUNTY

This Agreement ("Agreement") is executed by and between _____ Volunteer Fire Department ("Department"), an emergency service organization, and Fayette Water Supply Corporation ("Corporation"), a nonprofit water supply corporation organized and operating under the provisions of Texas Water Code Chapter 67, and the Texas Business Organizations Code for the purposes and consideration set forth herein.

RECITALS

WHEREAS Department is a volunteer fire department organized and operating within the meaning of Texas Civil Practice & Remedies Code Section 78.101(2); and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Texas Water Code and the Non-Profit Corporation Act, and furnishes a water supply in _____ County and specifically in the area described in Public Utility Commission ("PUC") Certificate of Convenience and Necessity No. _____; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Corporation's tariff expressly provides that Corporation does not provide fire flow and does not provide or imply that fire protection is available on any of Corporation's distribution system; and

WHEREAS Corporation is willing to assist Department by making water available for the purpose of filling Department's pump trucks ("pump and fill" purposes) without making any guarantee to Department or to any third party that water or pressure adequate for pump and fill purposes will be available at any time or under any circumstance; and

WHEREAS Department desires to utilize Corporation's water supply for pump and fill purposes within the area described herein and under the conditions set forth herein;

NOW, THEREFORE, Department and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by Section 67.0105(c), Texas Water Code:

PARTIES

1.1 This Agreement is entered into by and between _____ Volunteer Fire Department, domiciled and conducting business in _____ County, Texas, and _____ Water Supply Corporation, domiciled and conducting business in _____ County, Texas.

1.2 Corporation and Department are authorized to enter into this Agreement pursuant to Texas Water Code Section 67.0105.

PROVISION OF FILL WATER

2.1 Corporation will make available to Department the use of certain flush hydrant facilities located on water transmission lines operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of "Fire Pump and Fill Facilities" ("Map") which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department will use only those facilities installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 Corporation will install or maintain pump and fill facilities solely within Corporation's discretion, and the Department has no responsibility for installation or maintenance of such facilities.

2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of 35 pounds per square inch ("psi") during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Department will notify Corporation prior to use of any designated pump and fill facility to the extent Department reasonably is able to do so by calling the Corporation's management. The Corporation acknowledges that in the event of emergencies, it may not be feasible for the Department to provide prior notice, in which case notification shall be provided as soon as practicable.

2.6 No obligation other than the duties set forth in this Agreement are recognized nor are any obligations or duties to be implied under this Agreement. No duty or obligation on the part of Corporation to provide fire flow or a supply of water under any minimum pressure or for any length of time may be implied under the provisions of this agreement.

2.7 The duties set forth under this Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.8 The Department will supply a monthly water usage to the Corporation for the sole purpose of assisting Corporation in accounting for Corporation's Water Supply.

The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of "free" water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

COMPENSATION

3.1 Department will not be charged for use of Corporation's water supply for pump and fill for fire suppression purposes. Department will be charged for water used for any other purpose.

TERMINATION OF AGREEMENT

4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether any such obligation is express or implied.

MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

The address for the Corporation for all purposes under this Agreement shall be:

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

Fayette Water Supply Corporation	_____ Volunteer Fire Department
By:_____	By:_____
Title:_____	Title:_____
Attest:_____	Attest:_____
Date:_____	Date:_____

FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
www.fayettewsc.com

Alternate Billing Agreement

INFORMATION

Name on FWSC Account: _____ **Account #:** _____

Owner's Mailing Address: _____

Service Address: _____

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

Name(s): _____

Phone Number(s): _____

Street: _____

City, State, Zip: _____

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.

I understand that if I request that my membership be canceled 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 Fayette Water Supply Corporation, I am responsible to ensure that this account balance is kept current, in accordance with the Corporation's Tariff Section E 10 e and E 18. If service has been disconnected, this account shall not be reinstated until all debt on the account has been paid in full.

Owner's Signature: _____

Printed Name: _____

Phone # _____

Date: _____

FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
www.fayettewsc.com

AUTO DRAFT

Information

Auto Draft, occasionally called direct payment or direct debit, is similar to Direct Deposit. Whereas Direct Deposit refers to electronically transferring your pay into your account, Auto Draft means electronically transferring your bill payments to the bank of the companies that send your bills.

Auto Draft is reliable, accurate, on time and confidential. This is the most confidential way you can pay your bills. It is a transaction from your financial institution to FWSC's financial institution.

- Each Auto Draft is deducted from your account around the 15th each month, so it is easy to track.
- Each bill paid automatically from your checking account is listed on your monthly bank statement.

How does Auto Draft work? You provide written authorization to have FWSC's financial institution deduct your payment from your bank account. To start the process, you simply complete the bottom portion for your financial institution to debit your account and transfer the money to FWSC's financial institution. The authorization requires your bank account number and the bank's routing number.

FWSC will continue to send you a statement each month showing the amount due. When this process begins the word "DRAFT" will appear on your bill.

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

ACCOUNT INFORMATION

Member's Name as Accepted by Member's Bank	Member's FWSC Account Number(s)
Member's Service Address	Member's Telephone Number
Name of Member's Bank or Credit Union	Bank or Credit Union Address
Bank Routing Number	Member's Bank Account Number

☐ Checking Account ☐ Savings Account

APPROVAL

I authorize Fayette Water Supply Corporation to debit my account in payment of my water service bill.

Signature as Accepted by Member's Bank _____ Printed Name as Accepted by Member's Bank _____ Date _____

Fayette Water Supply Corporation Service

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

BULK WATER RATES & FEES

Service and/or Tap Fee	$150 Nonrefundable
Rental Deposit	$100 Refundable
Water Rate	$10.00 Per 1,000 Gallons

PROCEDURES

1. Submit a Service Application and Agreement Form and $250.00
2. FWSC's Operator will install a meter on a flush valve
3. An inspection of the bulk water service connection is required before service may be provided by an FWSC licensed operator – There must be an air gap
4. FWSC's Operator will obtain the starting reading and will obtain a reading at the end of each month for billing purposes
5. Payment terms are as stated in the Tariff Section E. Service Rates and Regulations

FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
www.fayettewsc.com

Check List for Membership Transfers

FORMS & INFORMATION

Initial By Each Item When Completed – Initials must be by the legal land owner(s)/LLC/LP etc.

_____ **Membership Transfer Authorization** – Must be completed by the Previous & Current Owner.

_____ **Service Application and Agreement –** Must be completed by the legal land owner(s)/LLC/LP etc. If the land is under a business/LLC/LP, etc. FWSC must have proper documentation showing authorized signers.

_____ **Payment Policy –** Must be signed by the legal land owner(s)/LLC/LP etc.

_____ **Customer Service Inspection** - Must be completed by the legal land owner(s)/LLC/LP etc.

_____ **Proof of Ownership** – A copy of the Warranty Deed/Gift Deed/Last Will & Testament/Legal Documents etc. This document **MUST** be recorded at the County Clerk's Office and have a Volume and Page number. (See FWSC Tariff Section E. 29b)

_____ **Right-of-Way Easement** – Must be completed by the legal land owner(s)/LLC/LP etc. and notarized by a Notary Public. FWSC has Notary Publics available. (See FWSC Tariff Section E. 29a)

_____ **Valid Photo I.D.** – For notarization purposes only.

_____ **I have read the Service Application and Agreement and Payment Policy in its entirety.**

Please mail original forms to:

FWSC
P.O. Box 724
La Grange, TX 78945

Emailed or Fax forms will not be accepted.

Additional Information – Please initial. Initials must be by the legal land owner(s)/LLC/LP etc.

_____ The fees that are paid when you request service are installation, equity buy-in and a membership fee. These fees are not to purchase the meter. ***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. (FWSC Tariff Section E. 24)

_____ You will need an address for the property. It is important that the address is correct so FWSC operators can work efficiently. If you do not have a 911 address to your property, please contact the County Judge's Office to receive a 911 address.

_____ The Corporation shall require each Member to have a cut-off valve within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (FWSC Tariff Section E. 20e)

_____ The member is required to notify the system 48 hours prior to digging or excavation activities along or near water lines and appurtenances. (FWSC Tariff Section E. 20f)

_____ ***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. (FWSC Tariff Section B. 13)

Signature_____ **Date**_____

Signature_____ **Date**_____

DEDICATION, BILL OF SALE AND ASSIGNMENT
(Developer 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 Fayette Water Supply Corporation, a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code ("Corporation") and _____("Developer").

RECITALS:

Corporation and Developer have previously entered into that certain Non-Standard Service Agreement dated _____ (the "Agreement"). Pursuant to Section ____ of the Agreement, Developer has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the _____Subdivision, a subdivision 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 other capacity, contracts, rights, interests, easements, rights-of-way, permits, licenses, approvals, documents, warranties and other matters, 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, Developer 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 anywise belonging, and Developer does hereby bind itself, its 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.

Pursuant to Section ___ of the Agreement, Developer specifically assigns to Corporation the following maintenance contract(s): _____ (a copy of which is attached hereto as Exhibit "C").

EXECUTED AND EFFECTIVE as of the date first written above.

DEVELOPER:

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
THE COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____,

by _____ [DEVELOPER]

_____
Notary Public - State of Texas (Seal)

Printed Name:_____

My Commission Expires:_____

AFTER RECORDING RETURN TO:

Fayette Water Supply Corporation

_____

_____, Texas _____

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 _____ 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 anywise 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 _____ Water Supply Corporation, through its authorized representative, having agreed at 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:_____

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:

Fayette Water Supply Corporation

_____

_____, Texas _____

Fayette Water Supply Corporation

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

EASEMENT DENIAL LETTER AND AFFIDAVIT

Date

Member's Name
Member's Address

Fayette Water Supply Corporation (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/sewer 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: 200 Bordovsky Rd, La Grange, TX 78945, (979) 968-6475

We appreciate your attention to this matter.

Sincerely,

_____
FWSC Office Manager

ACKNOWLEDGEMENT OF REFUSAL

I, _____, hereby refuse to provide the easement requested by Fayette 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 [ALTERNATIVE: and the return noting refusal to accept or verify delivery is attached to this Affidavit]. This Affidavit will be maintained as a part of the records of _____ Water Supply Corporation. I further certify that a signed easement or signed Acknowledgement 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/sewer distribution system within the requested easement with notice that the cost may increase in the future.

_____
[name]

_____
[position with 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: _____.

Fayette Water Supply Corporation

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

EQUIPMENT AND LINE DEDICATION AGREEMENT

I, _____(Transferor - Name of person, entity, corp., or other), having complied with the Fayette Water Supply Corporation's Developer, Subdivision, and Non-Standard Service Requirements, do hereby dedicate, transfer and assign to the Fayette Water Supply 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 Fayette 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:

Fayette 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

FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
www.fayettewsc.com

Final Meter Reading Request

INFORMATION

Date: _____

Name on FWSC Account: _____ **Account #** _____

I/We own the property located at:

_____

I/We are requesting the final meter reading to be taken on _____
Disconnect or Closing Date

Please note that FWSC does not take final meter readings on the weekend.

Reason for Final Meter Reading: ☐ Request Disconnect ☐ Membership Transfer
If selling the property, select membership transfer.

If transferring a membership, the transfer will **not** occur until after the seller has paid their final bill.

Forwarding Mailing Address for Final Bill:

_____

Phone: _____ **Email:** _____

1. If the closing date changes, it is the Member's responsibility to notify FWSC, **before the meter reading is taken.** Failure to do so will result in a $50.00 service trip fee.
2. If the closing date has passed before FWSC is notified, FWSC will data log the meter to get the final meter reading, however, a $50.00 Service Trip Fee will be charged to the account.
3. Final Meter Readings cannot be taken on the weekend.

Signature: _____ **Date:** _____

Fayette Water Supply Corporation

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200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

INSUFFICIENT INFORMATION

Date

Member's Name
Member's Address

RE: Account # *****
Service Location: **********
****

Member's Name,

In reviewing your account, it has come to the attention of FWSC that your account needs to be updated. Please provide the following necessary document(s):

- ☐ Updated Service Application and Agreement
- ☐ Right-of-Way Easement
- ☐ Copy of Recorded Deed as Proof of Ownership
- ☐ Membership Transfer
- ☐ Other: _____

We are required by the State of Texas to have this information up-to-date and on file in the FWSC office. Please respond to this letter within 30 days of the date of this letter.

Thank you for your attention to this matter. If you have any questions, please contact us at 979-968-6475.

Sincerely,

_____
FWSC Office Manager

Fayette Water Supply Corporation

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

LINE EXTENSION REFUND AGREEMENT

The Fayette Water Supply Corporation Board affirms that _____ will be compensated as provided in this 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 have been paid by _____. 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 _____ in the year of _____ (date the line extension was completed and/or approved for service) after which time the Refund Agreement will expire and the Corporation shall be under no further obligation to _____. The Corporation shall transfer said compensation within _____ days of receipt.

It is to understand that the Corporation will secure this compensation through new customer service fees from applicants for service from said line extension, and from no other sources. Accordingly, the compensation provided by this 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 the Corporation may charge applicants for service from said line extension.

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

Fayette Water Supply Corporation

_____
Signed by President

_____
Address

_____
City Zip

_____
Signed by Applicant

_____
Address

_____
City Zip

_____
Witness

Date filed: _____/_____/_____

THE STATE OF TEXAS, COUNTY OF _____ IN WITNESS WHEREOF the said Member/Applicant and President of FWSC 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 _____ 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____.

_____
Notary Public Signature

_____
Commission Expires

FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
www.fayettewsc.com

MEMBERSHIP TRANSFER AUTHORIZATION

TRANSFEROR INFORMATION (Seller)

Name on FWSC Account (Please Print)	
Account Number	**Date of Closing**
Final Meter Reading & Date	**Phone Number**
Service Address	
Forwarding Mailing Address	

City	**State**	**Zip**

Name (Please Print)	**Signature**	**Date**
Name (Please Print)	**Signature**	**Date**
Name (Please Print)	**Signature**	**Date**

FWSC Office Use Only

Transferor's Final Bill

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FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
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MEMBERSHIP TRANSFER AUTHORIZATION

TRANSFEREE INFORMATION (Buyer)

Name(s) as Stated on Deed

Phone Number

Mailing Address

City	**State**	**Zip**

Name (Please Print)	**Signature**	**Date**
Name (Please Print)	**Signature**	**Date**
Name (Please Print)	**Signature**	**Date**

There is a $25.00 transfer fee that will appear on the Transferee's first bill

Please attach the completed Service Application and Agreement and a copy of the temporary Deed received at closing

Once you have the recorded Deed please supply FWSC with a copy

FWSC Office Use Only

Transferee's First Bill

Fayette Water Supply Corporation

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

METER INSTALLMENT AGREEMENT

AN AGREEMENT made this _____ day of _____, 20____, between Fayette Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____, (hereinafter called the Applicant and/or Member).

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service, fees, and charges (if applicable), as set forth in the Corporation's Tariff, until the current cost to install a meter, $3,950.00, is paid in full within a 12-month period. Payments must be made in equal installments of $329.17 by the 15th of every month. Any fees normally assessed by the Corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff.

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 _____, known 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 OFFICE THIS _____ day of _____, 20____.

_____
Member/Applicant Signature

_____
Notary Signature

Notary Public in and for _____County, Texas.

Commission Expires _____/_____/_____

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Fayette Water Supply Corporation

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200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

METER TEST AUTHORIZATION AND TEST REPORT

Name	Phone Number
Address	Date of Request
Account Number	Meter Serial Number
Reason(s) 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 $50.00 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

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NOTICE OF FIRST VIOLATION AND PENALTY

Date

Member's Name
Member's Address

Member's Name,

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

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

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

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

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

Sincerely,

_____
FWSC General Manager

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Fayette Water Supply Corporation

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

NOTICE OF INSUFFICIENT FUNDS – 1st NOTICE

Date

Member(s) Name
Member(s) Address

RE: Returned Charge
Account # *****

Member(s) Name,

We have received the payment back from your bank in the amount of $(Amount) stating insufficient funds (NSF). Please submit **cash or money order** to our office in the amount of $(Amount) plus the $25.00 return fee for a total amount of $(Amount).

If payment is not received by (date, 10 business days from mail date), by 4:00 pm, water service will be disconnected the same day. An additional $50.00 administrative fee will be charged to the account, if payment is not received by the afore mentioned date.

Thank you for your attention to this matter. If you have any questions, please contact us at 979-968-6475.

Sincerely,

_____
FWSC Office Manager

Fayette Water Supply Corporation

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

NOTICE OF INSUFFICIENT FUNDS – 2nd NOTICE

Date

Member(s) Name
Member(s) Address

RE: Returned Charge
Account # *****

Member(s) Name,

We have received your payment back from your bank in the amount of $(Amount) stating insufficient funds (NSF). Please submit **cash or money order** to our office in the amount of $(Amount) plus the $25.00 return fee for a total amount of $(Amount).

If payment is not received by (date, 10 business days from mail date), by 4:00 pm, water service will be disconnected the same day. An additional $50.00 administrative fee will be charged to the account, if payment is not received by the afore mentioned date.

Due to the recurrence of this matter within a year's time we have moved your account to a cash only basis. We can only accept future payments via cash or money order. Checks present on the account will no longer be processed for payment.

Thank you for your attention to this matter. If you have any questions, please contact us at 979-968-6475.

Sincerely,

_____
FWSC Office Manager

Fayette Water Supply Corporation

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NOTICE OF MULTIPLE DWELLINGS CONNECTED TO ONE METER

Date

Member's Name
Member's Address

RE: Multiple Dwellings Connected to One Meter
Violation: Account #*****

Member's Name,

It has come to our attention that the meter located at _____ is in violation. According to the Texas Administrative Code Title 30, Chapter 291, Subchapter E, Rule 291.89, subsection(a)(4) one meter is required for each residential, commercial, or industrial service connection. This rule is regulated by Texas Commission on Environmental Quality (TCEQ) and FWSC is required to ensure that the rules are upheld.

Attached is a copy of the service agreement signed by you stating that you will follow the policies of FWSC. We have also included a copy of the rule, which explains the violation in depth. We advise that you review the attached documentation so that this matter can be corrected before service is disconnected.

The current cost to install a meter for water service with FWSC is $_____. Members pay a monthly base fee of $_____ for no usage and $_____ per thousand gallons up to _____ gallons. FWSC requires that all members complete a Service Application, a Right-of-Way Easement (for water line to be laid just inside customer property) and supply a copy of the Recorded Deed to the property.

If you do not set an additional meter, then FWSC requires the line between the two dwellings be separated. The separation of the line has to be completed with a FWSC operator present to verify that the lines are separated. This request is to guarantee the safety of the residence of the property due to the dual connection.

Please contact, our office at 979-968-6475, within 30 days of the receipt of this letter, to avoid a disconnection of service, due to the violation stated above.

Sincerely,

_____
FWSC General Manager

Fayette Water Supply Corporation

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200 Bordovsky Rd
La Grange, TX 78945

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www.fayettewsc.com

NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY

Pursuant to Chapter 13.2502 of the Texas Water Code, Fayette 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 Fayette Water Supply Corporation, Certificate of Convenience and Necessity No. 10726, in Fayette 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 service connections on a single contiguous tract of land must comply with [title of subdivision service extension policy stated in the tariff] (the "Subdivision Policy") contained in Fayette Water Supply Corporation's tariff.

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

Among other requirements, the Subdivision Policy requires:

Applicable elements of the Subdivision Policy, depending on the specific circumstances of the subdivision service, may include:

Evaluation by Fayette Water Supply Corporation of the impact a proposed subdivision service extension will make on Fayette Water Supply Corporation's water supply and payment of the costs for this evaluation;

Payment of fees for reserving water supply;

Forfeiture of reserved water supply for failure to pay applicable fees;

Payment of costs of any improvements to Fayette Water Supply Corporation's system that are necessary to provide the water;

Construction according to design approved by Fayette Water Supply Corporation and dedication by the developer of water within the subdivision following inspection.

Fayette Water Supply Corporation's tariff and a map showing Fayette Water Supply Corporation's service area may be reviewed at Fayette Water Supply Corporation's office, at 485 North Jefferson; the tariff and service area map also are files of record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, c/o Utility Rates and Services [Certification and Rate Design] Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.

Fayette Water Supply Corporation

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Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

NOTICE TO OWNER OF RENTAL PROPERTY

Date

Member's Name
Member's Address

RE: Notice to Owner of Rental Property
Account # ******

Member's Name,

You are hereby given notice that your renter/lessee is past due on your account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and the utility service will be 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 restoration of disconnected service. A fee of $_____ has been posted to the account for mailing of this notice. Any unpaid bills, service fees or reconnect fees (service trip fee) are chargeable to the owner. If you have any questions concerning the status of this account, please do not hesitate to call.

Amount Due Including Service Charges $_____
Final Due Date _____

Sincerely,

_____
FWSC Office Manager

Fayette Water Supply Corporation

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200 Bordovsky Rd
La Grange, TX 78945

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www.fayettewsc.com

NOTICE OF SECOND VIOLATION AND PENALTY

Date

Member's Name
Member's Address

Member's Name,

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

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

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

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

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

Sincerely,

_____
FWSC General Manager

Fayette Water Supply Corporation

P.O. Box 724
200 Bordovsky Rd
La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

NOTICE OF SUBSEQUENT VIOLATION AND PENALTY

Date

Member's Name
Member's Address

Member's Name,

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

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

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

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

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

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

Sincerely,

_____
FWSC General Manager

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Fayette Water Supply Corporation

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NOTICE OF TERMINATION OF WATER USE RESTRICTIONS

Date

Member's Name
Member's Address

Member's Name,

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

There are repeated violations. You previously have been notified of violations on _____, _____, and _____. Because these violations have continued, and as provided under Section H of the Corporation's Tariff, your water service will be disconnected on _____20_____. Your service will not be restored until _____ and only after payment of all applicable charges, fees for the service call to restore your service and any monthly bills are paid in full.

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

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

Sincerely,

_____
FWSC General Manager

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Fayette Water Supply Corporation

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La Grange, TX 78945

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NOTICE OF WATER USE RESTRICTIONS

Date

To: Customers of Fayette Water Supply Corporation

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

Stage ____ allocation restricts your water use as follows:

_____

_____

_____

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

Thank you for your cooperation.

Sincerely,

_____
FWSC General Manager

FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
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PAYMENT PLAN

INFORMATION

Name on Account (Please Print)	FWSC Account Number
Phone Number	Service Address

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

- Outstanding debts **greater than $200.00 up to $600.00,** must be paid within **6 months** of this signed agreement.
- Outstanding debts **greater than $601.00 up to $1,200.00,** must be paid within **9 months** of this signed agreement.
- Outstanding debts **greater than $1,201.00 up to $2,000.00,** must be paid within **12 months** of this signed agreement.
- Outstanding debts **greater than $2,001.00,** must be paid within **18 months** of this signed agreement.

Member agrees to pay $_____ per month, **in addition to** the current monthly water service rates, fees and charges, as set forth in the Corporation's Tariff, until the account is paid in full.

The current bill and payment plan amount must be paid by the 15th of the month. If payment is not received by the 15th of the month, the Deferred Payment Agreement is considered in default of the Agreement which will require the entire balance to be paid in full to continue receiving water service. Any fees normally assessed by the Corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the immediate disconnection of service and a **$50.00** reconnection fee will be added to the amount owed.

I further agree that if this property changes ownership before the complete balance is paid, the outstanding balance will be paid in full at the time of the change.

By initialing below, you are acknowledging the following statements. Failure to do so will void this agreement

- [ ] Payment plans are cancelled and become due in full if paid after the 15th of the month.
- [ ] Payment plans will not be accepted after the amount has come delinquent.
- [ ] Only a Member may apply for the payment plan, I am the Member and property owner.
- [ ] There can only be one active payment plan on an account at a time.
- [ ] This payment plan is subject to change according to FWSC's Tariff

I understand and accept the terms of the Deferred Payment Agreement.

Signature _____ **Printed Name** _____ **Date** _____

FWSC Office Use Only	
Personnel Acceptance & Date	Total Amount of Pay Plan, Amount Per Month & # of Months
Locked Service for Default	Date Paid in Full

Fayette Water Supply Corporation

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La Grange, TX 78945

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RELEASE OF EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF _____ §

FAYETTE WATER SUPPLY CORPORATION, operating under the authority of Chapter 67 of the Texas Water Code ("FWSC"), is the legal and equitable owner and holder of the easement described and recorded 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, FWSC hereby RELEASES and DISCHARGES the Property from the rights, titles and interests covering such Property held by FWSC 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 FWSC to physically remove the waterlines or pipelines currently located in the Property pursuant to the Easement.

EXECUTED as of the _____ day of _____, 20__.

FAYETTE 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 FAYETTE 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

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FWSC

FAYETTE WATER SUPPLY CORPORATION

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Request to Cancel Auto Draft Service

INFORMATION

Member's Name (Please Print)	Member's FWSC Account Number(s)	Member's Telephone Number

Member's Service Address

Effective Date of Cancellation	Bank Name

I authorize FWSC to cancel Auto Draft on the above stated account.

_____

Member's Signature

SEWER BILLING SERVICES FOR A RETAIL PUBLIC UTILITY PROVIDED BY A NON-PROFIT WATER SUPPLY CORPORATION

AGREEMENT

Fayette Water Supply Corporation (FWSC) and the City of _____,
for the consideration and purposes herein expressed, enter into the following agreement regarding sewer service billing for sewer services provided by _____ (City) to customers in the areas listed in Exhibit "A", but in no other areas:

WHEREAS, _____ is a City located in _____ County, Texas;

WHEREAS, _____is a nonprofit water supply corporation organized pursuant to Texas Water Code Chapter 67 and Texas Business Organizations Code;

WHEREAS, _____ provides retail water utility service in _____ County, pursuant to Public Utility Commission Certificate of Convenience and Necessity No. _____;

WHEREAS, _____ provides sewer service for its customers, some of whom are provided water utility service by _____;

WHEREAS, it is recognized that the provision of sewer service to City of _____ customers is integrally related to _____ WSC's separate provision of water service to the same customers such that joint billing and collection practices are in the public interest; and

WHEREAS, City of _____ desires to enter into an agreement with _____WSC to facilitate the billing and collection of charges due from City of _____ customers for the sewer service provided;

NOW, THEREFORE, City of _____ City and FWSC agree as follows:

1. **Agency of FWSC.** Subject to the terms of this Agreement, FWSC agrees to serve as the agent for City for the purposes of billing and collecting sewer service fees from customers of FWSC who: (1) are sewer service customers of City; and (2) have executed a copy of the application for service attached to this agreement or an application in substantially similar form. During the term of this agreement, City will be solely responsible for providing to FWSC, and at all times maintaining, a current list of its customers to be billed by FWSC pursuant to the terms of the Agreement.
   The list provided by the City shall contain the following information for each customer:
   (a) the customer's name and address;
   (b) the type of sewer service to be billed by FWSC on City's behalf; and
   (c) the amount to be billed.
2. **Payment Based on Sewer Rate Ordinance for Sewer Collection.** WSC agrees to add the fees due to City in the amounts indicated by City, to its monthly bills to customers. Each fee for sewer service will be stated separately on such bills. City agrees to coordinate with WSC so that the payment for the sewer services billed by the WSC on City's behalf shall be due at the same time and under the same terms as the payment billed by WSC for water utility services. Upon receipt of payment due City for sewer services, WSC will deposit such sums in an account in WSC's depository bank, commingled with payments made for WSC water utility services. The funds, less unpaid fees charged by WSC for services as set forth in this Agreement, shall be forwarded to City no less frequently than once a month. The funds shall be sent to City in the amounts due as reflected

on the monthly bills to the customers, less WSC's unpaid fees as set forth in this Agreement. At the time such funds are forwarded to City, WSC will also forward an accounting of the customers from whom payment is received, the period and type of services for which payment is made, and the fees retained by WSC from payments made pursuant to this Agreement with prior notice of at least 72 hours and during WSC business hours.

3. **Priority.** When payment for water and sewer service is made by any customer, WSC shall apply the funds paid first to any amounts owed to WSC and then to any amounts owed to City for sewer services.
4. **Delinquency/Disconnection.** WSC agrees to use its best efforts, in the exercise of the discretion granted under this Agreement, to collect amounts due to City from customers for sewer service. If at any time a customer fails to pay any amounts collectible by WSC pursuant to the terms of this Agreement, WSC is authorized to disconnect water utility services to the customer as deemed appropriate by WSC in accordance with the procedure specified in any applicable tariff and service regulations of WSC then in effect. WSC's failure to disconnect any service shall not be an event of default under this agreement, but shall entitle City to discontinue payment of the monthly fee for that account as specified in paragraph 7 below from the date service could have been disconnected under this agreement until disconnection occurs. WSC shall notify City of all customer accounts that are delinquent and have been disconnected.
5. **Reconnection.** In the event water service is disconnected for nonpayment of sewer service charges, except as otherwise required by law or as agreed to by City, WSC agrees not to provide water services to that customer until WSC receives payment of all delinquent sewer charges and any applicable charges which are then collectable in accordance with City's ordinances or other applicable law.
6. **Effect on Provision of Water.** This agreement shall not affect or in any way impair WSC's rights and obligations with respect to its customers or the provision of water utility services except as specifically and expressly set forth in the Agreement and as allowed by law.
7. **Fees.** For each sewer service account collected by WSC, City agrees to pay WSC the sum of $5.00 as an initial set up fee for establishing WSC billing and collection procedures. This setup fee is to be paid when City notifies WSC that a new account is to be collected by WSC. In addition, City agrees to pay to WSC monthly on or before the 15th day of each month, a service charge of $1.00 for each active account. The monthly fee will be paid until the end of the month in which City removes the account from the customer list provided to WSC under paragraph 1 of this agreement. If City subsequently requests WSC to reinstate an account which has been removed from the sewer service customer list, a reinstatement fee of $5.00 per account will be paid to WSC by City.
8. **Purpose of Agreement/Indemnity.** This Agreement is made for the purpose of facilitating the billing and collection of fees for sewer services provided by City. No partnership or joint venture is intended to be created hereby. WSC's sole responsibility is that of the City's agent for billing and collection purposes and WSC shall have no responsibility for, and City shall indemnify, defend and hold WSC harmless from any damage, claims, demands, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any act or omission of WSC or City, their agents, employees, or representatives in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by WSC or by the City, which does not amount to gross negligence or willful misconduct on the part of City, its agents, employees, or representative. This indemnity shall also extend to, but shall not be limited to, any cost, expense or fee, including attorney's fees, costs of court or expert fees, incurred by WSC relating to or arising from any such damages, claims, demands or causes of action.

9. **Right to Terminate.** This Agreement may be terminated by any party at any time by giving the other party sixty (60) days advance notice of its intent to terminate the Agreement.
10. **Automatic Termination.** If any provision of the Agreement is determined by any regulatory or judicial body to be invalid, in violation of any law, or to be contrary to the rules, regulations, or orders of such body, or if any party to the Agreement is ordered or required by such body not to comply with any provision of this Agreement, the Agreement automatically and without notice terminates without penalty at the time such order becomes final and no longer appealable.
11. **Termination Upon Default.** Any party may terminate this Agreement following a default by the other party in the performance of this Agreement and the failure to correct said default within thirty (30) days after written notice of default has been provided by the non-defaulting party.
12. **Attorney's Fees.** The prevailing party in any legal proceeding against any other party to this Agreement brought under or which relates to the Agreement or a breach thereof shall, in addition to its damages, shall be entitled to recover its costs and reasonable attorney's fees.
13. **Notices.** Any notice or communication required or permitted to be given hereunder shall be sufficiently given when received by any other party and must be: (1) delivered by hand delivery; or (2) mailed by certified mail, postage prepaid, return receipt requested, to the address indicated on the signature page of this Agreement, or at such other addresses as may hereafter be furnished in writing by any party to all other parties, and such notice shall be deemed to have been given as of the date so delivered or mailed.
14. **No Third-Party Beneficiaries.** This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. **Miscellaneous Provisions.** This Agreement contains all of the understandings and agreements between the parties with respect to the subject matter hereof, and the terms and conditions of the Agreement may be changed only by written amendments agreed to by both parties. This Agreement replaces and supersedes all prior agreements of the parties with respect to the subject matter hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns; provided that, except as otherwise provided in this Agreement, no party may assign its interest in this Agreement without prior written consent of all the other parties. A waiver by any party of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. The section and subsection headings in this Agreement are for convenience. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
16. **Binding Arbitration.** It is agreed that all questions as to rights and obligations arising under the terms of this Agreement are subject to binding arbitration, as governed by the provisions of the, Civil Practices & Remedies Code, General Arbitration § 171.001 et. seq. as amended. This paragraph is to be broadly construed.
17. Any amount due and unpaid more than thirty (30) days shall accrue interest at the maximum rate allowed by law.

EXECUTED on the _____ day of _____, 20_____.

THE CITY OF _____ _____WSC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

City Secretary: _____

Texas Commission on Environmental Quality
Customer Service Inspection Certificate

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

Reason for Inspection:	
New construction	☐
Existing service where contaminant hazards are suspected	☐
Material improvement, correction or expansion of distribution facilities	☐

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

Compliance	Non-Compliance		
☐	☐	(1)	No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
☐	☐	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
☐	☐	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
☐	☐	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
☐	☐	(5)	Plumbing installed on or after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not properly labeled, please provide written comment.
☐	☐	(6)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:	Lead ☐	Copper ☐	PVC ☐	Other ☐
Solder:	Lead ☐	Lead Free ☐	Solvent Weld ☐	Other ☐

Remarks:	

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

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

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

30 TAC §290.47(c): Sample Sanitary Control Easement Document for a Public Water Well. TCEQ Form 20698 (Revised 6/20/17)

DATE: _____, 2____

GRANTOR(S): _____

GRANTOR(S) _____
ADDRESS: _____

GRANTEE: _____

GRANTEE _____
ADDRESS: _____

TCEQ SAMPLE SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood-treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.

3. The construction, existence and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or the existence of livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.

4. This easement permits the construction of homes or buildings upon the Grantor's property, and farming and ranching operations, as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

   The Grantor's property subject to this Easement is described in the documents recorded at: Volume , Pages ___ of the Real Property Records of _____ County, Texas.

   PROPERTY SUBJECT TO EASEMENT:

All of that area within a 150 foot radius of the water well located _feet at a radial of _degrees from the ___ corner of Lot ____, of a Subdivision of Record in Book ____, Page _____of the County Plat Records, _____ County, Texas.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar ($1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR(S)
By:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on the day of_____, 20____, 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 executed the same for the purposes and consideration therein expressed.

_____
Notary Public in and for
THE STATE OF TEXAS
My Commission Expires:

_____

Type or Printed Name of Notary

_____

Commission Expires

Recorded in _____Courthouse, _____ Texas on _____20___

FWSC

FAYETTE WATER SUPPLY CORPORATION

200 Bordovsky Rd, P.O. Box 724
La Grange, TX 78945
979-968-6475
Fax: 979-968-8239
www.fayettewsc.com

UPDATE ACCOUNT INFORMATION

It has come to our attention that the information on your account needs to be updated. To better serve you, a Member of Fayette Water Supply Corporation, please take a moment to complete this form and return it to

Fayette Water Supply Corporation, P.O. Box 724, La Grange, TX 78945

FWSC MEMBER'S INFORMATION

Name on FWSC Account (Please Print)		**FWSC Account Number**
Primary Phone Number	**Secondary Phone Number**	
Service Address		
Mailing Address		
City	**State**	**Zip**

**The service address is the 911 address – if you do not have a 911 address please contact the County Judge's Office at (979) 968-6469 or an application is available online at www.co.fayette.tx.us **

Fayette Water Supply Corporation

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WATER RATES AND FEES

Effective March 1, 2020

Base Rate (0 Gallons)	
5/8" X 3/4" Meter	$35.00
1" Meter	$87.50
1 ½" Meter	$175.00
2" Meter	$280.00

Water Usage Rates (Per 1,000 Gallons)	
0 to 4,000 Gallons	$5.25
4,001 to 8,000 Gallons	$5.50
8,001 to 12,000 Gallons	$6.00
12,001 to 20,000 Gallons	$7.00
20,001 to 40,000 Gallons	$8.00
40,001 to 60,000 Gallons	$9.00
60,001 to 75,000 Gallons	$10.00
75,001 to 90,000 Gallons	$11.00
90,001 to 100,000 Gallons	$12.00
100,001 Gallons & Over	$13.00

Administrative Fee.....$50.00
*Processing reports for non-payment of services

Copies at Customer's Request.....$1.25

Customer Service Inspection Fee.....$25.00

Cut Lock Fee.....$100.00
*Cutting a FWSC's lock on the meter is theft of service. Felony charges will be pressed.

Equity Buy-In Fee.....$2,400.00

Installation Fee.....$1,450.00
*Additional cost may apply for line extensions, brush clearing, and/or road bores

Late Fee.....$15.00
*For bills paid after the 15th of the month

Membership Fee.....$100.00

Membership Transfer Fee (Effective June 2019).....$25.00

Obtaining Proof of Ownership Fee (Effective June 2019).....$25.00

Reconnect Fee.....$50.00

Regulatory Fee (State Assessment).....0.50%

Return Payment Fee.....$25.00

Service Trip Fee.....$50.00
*Refer to FWSC Tariff Section G.12.

PUC requirements state "One Meter Per Residence"
Texas Administrative Code (30 TAC)

FWSC

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Water Service Disconnect Request

ACCOUNT INFORMATION

Member's Name	Member's FWSC Account Number(s)
Member's Service Address	Member's Telephone Number
Forwarding Address	Date

RECONNET POLICY

Fayette Water Supply Corporation's Tariff prescribes the policy and fees to reconnect water service after it has been disconnected. The fee requirements for reconnecting water service are listed below, but are subject to change with revisions to the Tariff. The latest revision of the Tariff remains the legitimate declaration of fee requirements to reconnect water service for an account.

1. Membership Fee
2. Reconnect Fee
3. Past Due Balance (if applicable)

APPROVAL

Member's Signature	Member's Printed Name	Date
Member's Signature	Member's Printed Name	Date

SECTION K.
MISCELLANEOUS

a) Calculation of the Average Net Equity Buy In Fee of a Sample Utility
b) Notice of Rate Increase
c) Tariff Filing Requirements
d) TRWA Recommended 5/8" x 3/4" Meter Equivalents Based on AWWA Specifications and Design Criteria
e) Voluntary Contributions on Behalf of Emergency Services

Fayette Water Supply Corporation

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La Grange, TX 78945

Office (979) 968-6475
Fax (979) 968-8239
www.fayettewsc.com

CALCULATION OF THE AVERAGE NET EQUITY BUY IN FEE OF A SAMPLE UTILITY

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 Buy-In Fee or other similar funds which are to be used for future capital expenditures should be maintained in a separate fund and ear-marked 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 debt 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.

EXAMPLE:

Fixed Assets of the Corporation $3,000,000.00

Minus (-) Accumulated Depreciation $750,000.00

Minus (-) Outstanding Corporation Debt Principle $800,000.00

Equals (=) Corporation Equity $1,450,000.00

Minus (-) Developer's Capital Contribution $57,000.00

Minus (-) Grants Received $500,000.00

Total Number of Members / Customers Equals (=) Net Equity Buy In fee $893,000.00

Average Net Equity per 2,000 Contributing Members $446.50

Fayette Water Supply Corporation

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200 Bordovsky Rd
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NOTICE OF RATE INCREASE

The Fayette Water Supply Corporation ("Corporation") Board of Directors held a public meeting on _____ (date) and voted to increase the monthly rates for water service for all members. (Insert reason for rate increase including measures the Corporation took to justify the increase such as rate analysis, etc.)

The new rates will take effect 30 days after this board decision, on _____(date) and the new monthly rates will begin starting with the _____(month) billing. The rate changes are as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	NEW MONTHLY BASE RATE	CURRENT MONTHLY BASE RATE
5/8" X 3/4"	1.0	$_____.00	$_____.00
3/4"	1.5	$_____.00	$_____.00
1"	2.5	$_____.00	$_____.00
1 1/2"	5.0	$_____.00	$_____.00
2"	8.0	$_____.00	$_____.00
3" DISP.	9.0	$_____.00	$_____.00
3" CMPD.	16.0	$_____.00	$_____.00
3" TURB.	17.5	$_____.00	$_____.00
4" CMPD.	25.0	$_____.00	$_____.00
4" TURB.	30.0	$_____.00	$_____.00
6" CMPD.	50.0	$_____.00	$_____.00
6" TURB.	62.5	$_____.00	$_____.00
8" CMPD.	80.0	$_____.00	$_____.00

Water Gallonage charge	NEW MONTHLY	CURRENT MONTHLY
$ _.00 per __,000 gallons for 0 to __,000 gallons	$___.00	$___.00
$_ .00 per __,000 gallons for _,000 gallons to _,000 gallons	$___.00	$___.00
$ _.00 per __,000 gallons for _,000 gallons and over	$___.00	$___.00

For more information about the rate increase, please contact the Corporation at XXX-XXX-XXXX or in person at our main office XXX Street, ____.

TARIFF FILING INSTRUCTIONS AND SAMPLE LETTER

INSTRUCTIONS

Under PUC rule 22.71(c)(5)(D) you need to file two paper copies of your tariff. One copy (not the original) should be unbound and numbered from start to finish per PUC Rule 16 TAC §22.72(g)(2).

All filings regardless of their size and number of copies must be sent to the following address for processing per PUC Rule 16 TAC §22.71(b):

Mailing Address:

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

Shipping / Overnight Delivery Address:

Public Utility Commission of Texas
Central Records
1701 N Congress, Suite 8-100
Austin, Texas 78701

Any filing consisting of 10 pages or larger must be filed electronically per PUC Rule 16 TAC §22.72(h). The following link will take you to the webpages for electronic filing interface and instructions: http://www.puc.texas.gov/industry/filings/Default.aspx

SAMPLE LETTER

Date

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

Re: Tariff for _____ WSC, CCN No. _____, in _____ County

Dear Tariff Clerk:

Pursuant to Texas Water Code Section 13.136(c) and 16 TAC Section 24.21(j), enclosed is one copy of the *(new tariff/revisions to our existing tariff)* for _____ Water Supply Corporation provided for informational purposes.

(list in detail what tariff pages are being amended)

Sincerely,

Name
Water System

TRWA RECOMMENDED 5/8" X 3/4" METER EQUIVALENTS BASED ON AWWA SPECIFICATIONS AND DESIGN CRITERIA

METER SIZE	RECOMMENDED CONTINUOUS RATE OF FLOW	RESIDENTIAL METER EQUIVALENTS
5/8" X 3/4"	10.0 GPM	1.00
3/4"	15.0 GPM	1.50
1"	25.0 GPM	2.50
1 1/2"	50.0 GPM	5.00
2"	80.0 GPM	8.00
3" DISP.	90.0 GPM	9.00
3" CMPD	160.0 GPM	16.00
3" TURB.	175.0 GPM	17.50
4" CMPD	250.0 GPM	25.00
4" TURB.	300.0 GPM	30.00
6" CMPD	500.0 GPM	50.00
6" TURB.	625.0 GPM	62.50
8" CMPD	800.0 GPM	80.00
10" CMPD	1,150.0 GPM	115.00

NOTE: ALTHOUGH AWWA DOES NOT RECOMMEND A CONTINUOUS FLOW OF GREATER THAN 50 PERCENT FOR DISPLACEMENT AND MULTIJET METERS, METER EQUIVALENTS ARE CALCULATED ON A PROPORTIONAL BASIS AND REMAIN THE SAME REGARDLESS OF ALLOWABLE RATES.

Sample:
VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES

_____WSC POLICY ON VOLUNTARY CONTRIBUTIONS
ON BEHALF OF EMERGENCY SERVICES

The corporation shall, as part of its billing process, collect from its customers a voluntary contribution, including a voluntary membership or subscription fee on behalf of a volunteer fire department or an emergency medical service.

The corporation shall provide each customer at the time that the customer first subscribes to the water or sewer service, and at least annually thereafter, a written statement:

(1) describing the procedure by which the customer may make a contribution with the customer's bill payment;

(2) designating the volunteer fire department(s) or emergency medical service(s) to which the corporation will deliver the contribution;

(3) informing the customer that a contribution is voluntary; and

(4) describing the deductibility status of the contribution under federal income tax law.

All billing by the corporation shall clearly state that the contribution is voluntary and that it may be deducted from the billed amount.

The corporation shall promptly deliver contributions that it collects under this section to the designated volunteer fire department(s) or emergency medical service(s), except that the corporation may keep from the contributions an amount equal to the lesser of:

(1) the corporation's expenses in administering the contribution program; or

(2) five percent of the amount collected as contributions.

SAMPLE NOTICE TO CUSTOMERS

The _____ WSC is offering each customer the opportunity to make a voluntary contribution to the local voluntary fire department(s) and / or emergency medical service(s). The $XX.00 contribution amount should be added to each remittance of the monthly base rate.

These voluntary contributions will be sent to the following Voluntary Fire Department(s) and or Emergency Service(s)**: (LIST ALL applicable recipients). Ever Alert Voluntary Fire Department, South Side Voluntary Fire Department, Ever Alert Emergency Rescue Service, ...**

This voluntary contribution may be deductible under the Federal Income Tax Law.

For a complete copy of the Corporation's Voluntary Contribution Policy, please make request at the Corporation's office at (Address of the office), by phone _____, Corporation's Web Page _____, or by FAX _____.

SAMPLE LANGUAGE FOR BILLING CARD

Each customer has the right to deduct the $X.00 contribution from the final amount stated on this water bill.

OR— Each customer has the right to contribute any dollar amount as a voluntary contribution for local emergency services.