

# **TARIFF**

**EL OSO WATER SUPPLY CORPORATION  
4098 SOUTH HWY 181, KENEDY, TEXAS 78119  
PO BOX 309 KARNES CITY, TEXAS 78118**

**CERTIFICATE OF CONVENIENCE AND NECESSITY NO 10570**

**THIS UPDATE OF THE ORIGINAL TARIFF OF  
EL OSO WATER SUPPLY CORPORATION  
WAS APPROVED ON 8 SEPTEMBER 2020**

**EL OSO WATER SUPPLY CORPORATION**

**DOES NOT PROVIDE FIRE PROTECTION**

**EL OSO WATER SUPPLY CORPORATION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER**

IF YOU WISH TO FILE A CIVIL RIGHTS PROGRAM COMPLAINT OF DISCRIMINATION, COMPLETE THE USDA PROGRAM DISCRIMINATION COMPLAINT FORM, FOUND ONLINE AT [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) OR AT ANY USDA OFFICE, OR CALL (866) 632-9992 TO REQUEST THE FORM. YOU MAY ALSO WRITE A LETTER CONTAINING ALL OF THE INFORMATION REQUESTED IN THE FORM. SEND YOUR COMPLETED COMPLAINT FORM OR LETTER TO US BY MAIL AT U.S. DEPARTMENT OF AGRICULTURE, DIRECTOR, OFFICE ADJUDICATION, 1400 INDEPENDENCE AVE W.W., WASHINGTON, D.C. 20250-9410 BY FAX (202) 690-7442 OR EMAIL AT [program.intake@usda.gov](mailto:program.intake@usda.gov).





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## SECTION A. RESOLUTION OF AUTHORITY

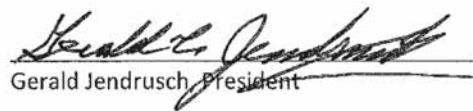
### RESOLUTION OF AUTHORITY

THE BOARD OF DIRECTORS OF EL OSO WATER SUPPLY CORPORATION ESTABLISHES THAT:

1. This Tariff of the El Oso Water Supply Corporation, serving in Karnes, Wilson, Bee, Live Oak and Atascosa Counties consisting of Sections A. through H. and forms inclusive, is adopted, revised and enacted as the current regulations and policies effective as of September 8, 2020.
2. Only those pre-existing written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.
3. The revisions of this tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation and a copy may be viewed on the Corporation's website. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been revised in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this 8th day of September 2020.

EL OSO WATER SUPPLY CORPORATION

  
Gerald Jendrusch, President

ATTEST:

  
LeeRoy Kerlick, Secretary







## SECTION B. STATEMENTS

**1. Organization.**

The El Oso Water Supply Corporation ("Corporation" or "WSC") is a member-owned, non-profit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organization Code applicable to member owned, member controlled non-profit corporations for the purpose of furnishing potable water utility service. The Corporation's operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.

**2. Non-Discrimination Policy.**

Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.

**3. Policy and Rule Application.**

These policies, rules, and regulations apply to the water services provided by the El Oso Water Supply Corporation, also referred to as Corporation, or El Oso WSC. Failure on the part of the Member, Customer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.

**4. Corporation Bylaws.**

The Corporation Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation's office.

**5. Fire Protection Responsibility.**

The Corporation does not provide nor imply that fire protection is available throughout the distribution system, except where expressly required by municipal ordinance or agreed to by WSC. All hydrants or flush valves are for the operation and maintenance of the system and may be used only by authorized fire departments in accordance with the contract with the Corporation to supply water for use in fire suppression. The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.

**6. Non-Liability in Case of Failure to Supply Water for Fire-Fighting Purposes.**

The Corporation exists for the primary purpose of providing a source of potable water for its Members. The Corporation cooperates with its Members in the establishment of fire-fighting support facilities; however, because of the nature of the support facilities, THE CORPORATION MAKES NO REPRESENTATION IT IS OFFERING FIRE PROTECTION nor does it contract with its Members to inspect or maintain fire hydrants or tank filling valves.





In the event, for any reason, the Corporation may become unable to supply water to its Members, or to the municipality, for the prevention or suppression of fire, the Corporation will in no manner be liable for damages by reason of any such failure to any patron or patrons of the water system, or to any person or persons whose property may have been destroyed by fire or otherwise damaged.

**7. Damage Liability.**

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

**8. Information Disclosure.**

The records of the Corporation shall be kept in the Corporation office in Kenedy, Texas. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act. In no event and under no circumstances shall the Corporation disclose the Social Security Number of any member or customer to any person other than an employee of the Corporation. An individual customer may request in writing that their address, telephone number, and account records be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member entitled to vote on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members. The Corporation shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

**9. Customer Notice Provisions.**

The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all consumers at least thirty (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.

**10. 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 form to the Corporation stating the individual's grievance or concern and the desired result (See Section J.30 and Section J.31).
- 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.

**11. Customer Service Inspections.**

A customer service inspection certification conforming to Texas Commission on Environmental Quality Regulations, which is currently codified as 30 TAC § 290.46(j), must be completed for all new connections and for existing service locations where El Oso has reason to believe that cross-connections or other unacceptable plumbing practices exist, or after any material improvement, correction, or addition to the private plumbing facilities. A Customer Service Inspection Fee will be collected at the time an application for service is made. For existing service locations where a customer service inspection is required by El Oso, a Customer Service Inspection fee will be added to the member's monthly bill. The inspection must be conducted by a licensed Customer Service Inspector and a certification form completed by El Oso before water service will be provided or continued.

The inspection will be based on the conditions existing at the service location at the time the meter is set. If any material improvement, correction, or addition to the private plumbing facilities occurs, the member shall have an additional customer service inspection performed for the service location. For example, in cases where water service is provided to facilitate construction of a new residence or other structure, a customer service inspection must be performed for the new structure and a properly completed customer service inspection certification form must be completed by El Oso's Customer Service Inspector as soon as practicable. Upon El Oso's discovery that there has been a change in service conditions and an appropriate inspection certification form has not been completed, service to the location will be disconnected, unless a properly completed certification form is filed at El Oso's office within thirty (30) days after the date that El Oso provides notice pursuant to Section E of this Tariff. Service will not be restored until after the customer service inspection is performed.

**12. Submetering Responsibility.**

Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution system provided the Master Metered Account customer complies with the Texas Commission on Environmental Quality Chapter 291, Subchapter H rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered customers of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Texas Commission on Environmental Quality.

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

- a. See if they have registered with the TCEQ, (Texas Water Code Chapter 13, Subchapter M)
- b. See that they do not charge their tenants more than the total amount of charges billed. If the aggregate bill is greater than the Corporation's charge, the Master Metered Account Customer is considered by the TCEQ to be a separate Public Water System and will be required to comply with all TCEQ regulations.





- c. Protect the System's CCN. Should the Metered Account Customer continue to violate these or other State regulations, the Corporation will need to request a Cease and Desist Order from the TCEQ (Texas Water Code Section 13.252 and 30 TAC Section 291.118)

**13. Prohibition Against Resell of Water.**

The meter connection is for the sole use of the 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 CONNECTION** – Water connections currently being used to provide retail water service or wholesale service.

**APPLICANT** – A person, partnership, cooperative, corporation, agency, public or private organization of any type applying for service with the El Oso 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).

**BOARD OF DIRECTORS** – The governing body elected by the members of the El Oso Water Supply Corporation vested with the management of the affairs of the Corporation. (Section 22.001(1), Texas Business Organizations Code)

**BYLAWS** – The rules pertaining to the governing of the El Oso Water Supply Corporation adopted by the Corporation members. (Section 22.001, Texas Business Organizations Code)

**CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)** – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for El Oso Water Supply Corporation to provide water utility service within a defined territory. El Oso Water Supply Corporation has been issued Certificate Number 10570. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Certificated Service Area Map)

**CORPORATION** – The El Oso Water Supply Corporation. (Section A.1 of this Tariff)

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

**DISCONNECTION OF SERVICE** – The discontinuance of water service by the Corporation to a Member/Customer.

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





***EQUIVALENT DWELLING UNIT (EDU)*** – An EDU is a standardized measure of water flow for an average household unit. A single-family residence using a 5/8-inch meter has one EDU demand on the Corporation’s water system, or approximately 315 gallons per day (as defined by the Corporation’s Engineer). For the purposes of this Tariff, an EDU is a service unit as defined in Texas Local Government Code Chapter 395.

***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 and sewer easements, and location(s) of lakes, streams, or rivers through the property. The El Oso Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating Sub-Division service requests under Section F, the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

***FRONT END CAPITAL CONTRIBUTION***– A charge or assessment against the property for which service is requested to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to new development within the Corporation’s service area.

***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.

***HYDROLOGY STUDY (“HYDRO STUDY”)*** – An investigation by an engineer to determine the availability of water that will comply with TCEQ requirements for domestic flow or fire flow adequacy of service to a particular location or project.

***INACTIVE CONNECTION*** – Water or wastewater connections tapped to the applicant’s utility and that are not currently receiving service from the utility.

***INSTALLATION FEE*** – A fee charged for all cost necessary for installation of the type of service requested (See Section G of this Tariff for breakdown of cost 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 a fee simple title to the property in an area served by the water supply service corporation or a person who is granted a membership and who either currently receives or will be eligible to receive water service from the corporation. The member shall be qualified for service and be certified as a member in accordance with the Corporation’s Tariff. (Texas Water Code Section 13.002(11), Texas Water Code Section 67.016d)





**MEMBERSHIP** – A non-interest-bearing stock purchased from the Corporation evidencing a Member's interest in the Corporation. (See Tariff Section E.10.b. and Sections 22.053, 22.151(c), Texas Business Organizations Code)

**MEMBERSHIP FEE** – A fee qualified as such under the terms of the tariff and the bylaws of the Corporation assigned to the real estate designated to receive service. The membership fee shall be refundable upon termination of service and surrendering the Membership. The membership fee cannot be more than 12 times the minimum monthly base rate. (30 TAC Section 291.3(25) Definitions, Texas Water Code Section 13.043(g))

**NON-STANDARD SERVICE INVESTIGATION FEE** – An initial fee in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to cover administrative, legal and professional fees associated with service investigation that must be tendered upon the filing of a non-standard service application. The Corporation may require additional funds to be deposited for this purpose depending on the nature and extent of the investigation requested for which the Applicant will be required to make payment. (See Tariff Sections F.4 and G.1.b)

**PROOF OF OWNERSHIP** – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership by deed of trust, warranty deed, or other recordable documentation of fee simple title to real estate to be served. (Texas Water Code Section 67.016(d))

**PUBLIC UTILITY COMMISSION OF TEXAS (PUC)** – The State Agency that shall exercise certain jurisdiction over rates and certificates of convenience and necessity (CCNs) effective September 1, 2014.

**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.21)

**RE-SERVICE** – Providing service to an Applicant at a location for which service previously existed and where there is an existing setting for a meter. Costs of such re-servicing shall be based on justifiable expenses in connection with such re-servicing. (See Tariff Section E.2.b)

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





***SERVICE AVAILABILITY CHARGE*** – (Also known as “minimum monthly charge,” “minimum,” or the “base rate”) The monthly charge assessed each Member/Customer for the opportunity of receiving service. The Service Availability Charge is a fixed rate based upon the meter, service size, or equivalent dwelling unit(s).

***STANDARD SERVICE APPLICATION AND AGREEMENT*** [Standard Service 5/8” Meter] – A written agreement between the Member/Applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished.

***SERVICE INVESTIGATION FEE TO DETERMINE STANDARD SERVICE APPLICATION*** – The Corporation shall conduct a service investigation, including hydraulic capacity, for each service application submitted at the Corporation office. This initial determination shall be made by the Corporation as to whether the service request qualifies as a “Standard” or “Non-Standard” service as defined herein. (See Section G.1 of this Tariff)

***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 Section G.1 of this Tariff)

***SPECIAL PROJECT AREA*** – A specified and clearly delineated portion of the Corporation’s certificated area wherein exceptions to the limitations on the provision of fire flow and other service restrictions are modified by agreement of the Developer/Applicant and the Corporation. (See Tariff Section F, Part III.)

***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. (Also see the Texas Local Government Code Section 212.012(i)(2) and 232.021(12) Definitions)

***SUBDIVISION*** – An area of land that has been subdivided into lots or tracts. (Local Government Code Chapter 232, Section 232.021 Definitions)

***TAP FEE*** – all current labor and materials necessary to provide individual metered water.

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





**TEMPORARY SERVICE** – The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification. This classification will change to permanent service after requirements in Tariff Section E.2, E.25, E.27, and E.28 are met. Applicant must have paid an Indication of Interest Fee.

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)** – State regulatory agency having jurisdiction over drinking water, water supply and water quality issues for Non-Profit Water and Sewer Service Corporations.

**TRANSFER FEE** – A fee assessed by the Corporation for costs associated with transferring membership.

**TRANSFEREE** – An Applicant receiving El Oso WSC Membership by legal means from Transferor desiring to forfeit and transfer current rights of Membership to another person or entity. (See Section E.18.c of this Tariff (Transfer of Membership) and Section 67.016 Texas Water Code)

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

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

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





## SECTION D. GEOGRAPHIC AREA SERVED

This section should include an area map that shows the Corporation's Certificated Service Area. Therefore, the Corporation must make sure that its current service area corresponds to the area and/or facilities as approved by the TCEQ in its Certificate of Convenience and Necessity. **It is the responsibility of the Corporation to properly file a map showing its service area with the TCEQ and to file for any changes in that service area. This copy of the Commission's official service map will serve as documentation in the event of future disputes over service areas.**

### 10570 CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Under Texas Water Code  
and Texas Commission on Environmental Quality Substantive Rules

Certificate Holder:

Name: El Oso Water Supply Corporation

Address: 4098 S Highway 181  
Kenedy, Texas 78119

General Description and Location of Service Area:

The area covered by this certificate is located in Karnes City, Helena, Gillett, Paweleksville, Falls City, Cestohowa, Hobson, Panna Maria, El Oso Community, Lenz, Coy City, Pawnee, Three Rivers, Oakville, Ray Point, Harmony, Kenedy, Cadillac Community, Zunkerville, and Fashing-Peggy, these communities are located in Karnes Wilson, Bee, Live Oak and Atascosa Counties

Certificate Maps:

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

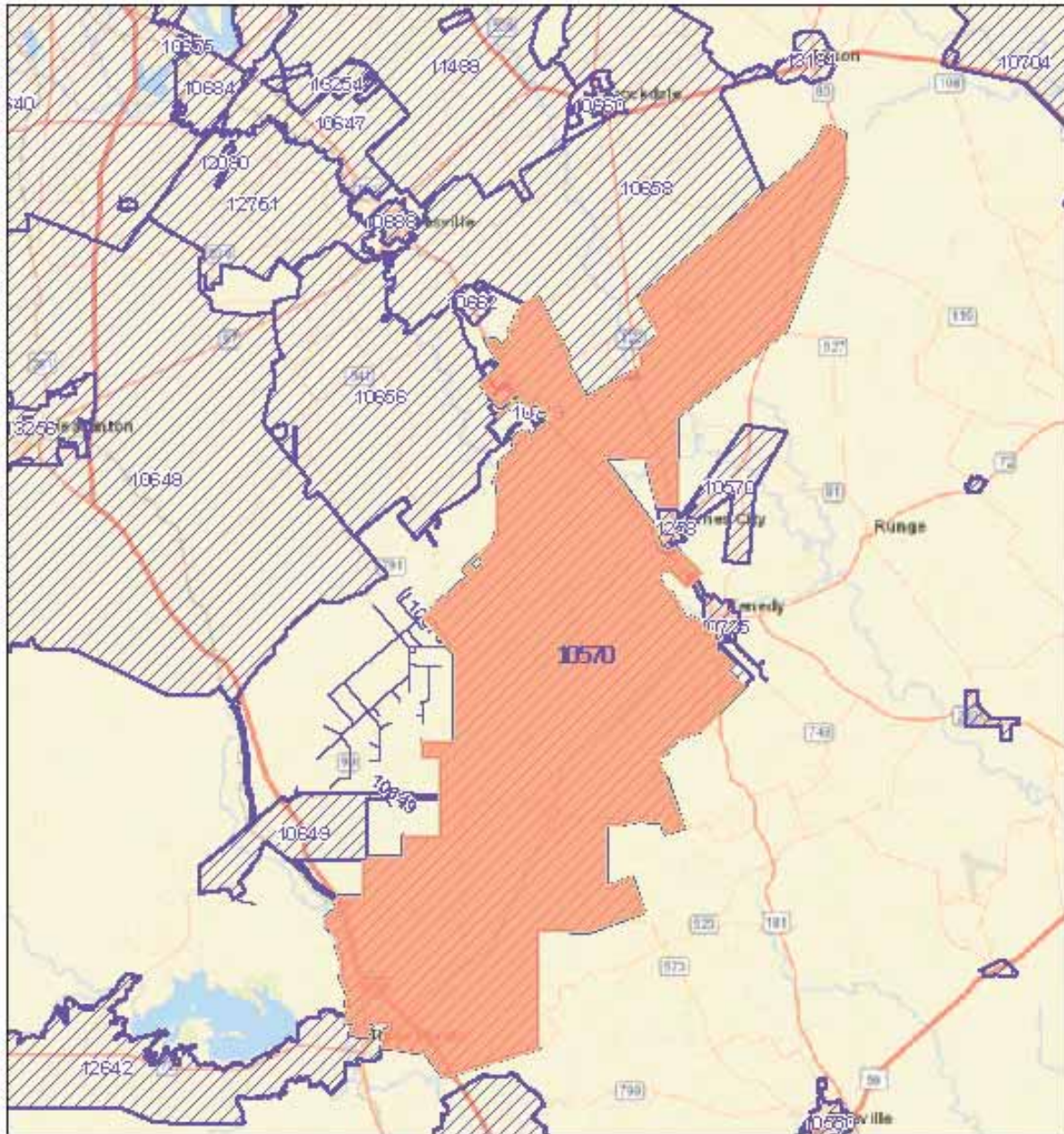
This certificate is issued under Application No. 30999-C and subject to the rules and order of the Commission, the laws of the state of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Corrected Notice of Approval was issued on April 15, 2015, under Docket No. 42951 from the Public Utility Commission of Texas to transfer CCN No. 10648 of Fashing-Peggy WSC to be incorporated into El Oso's CCN.

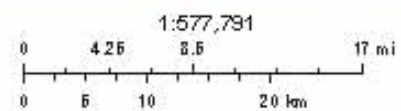




## Public Utility Commission



August 26, 2020

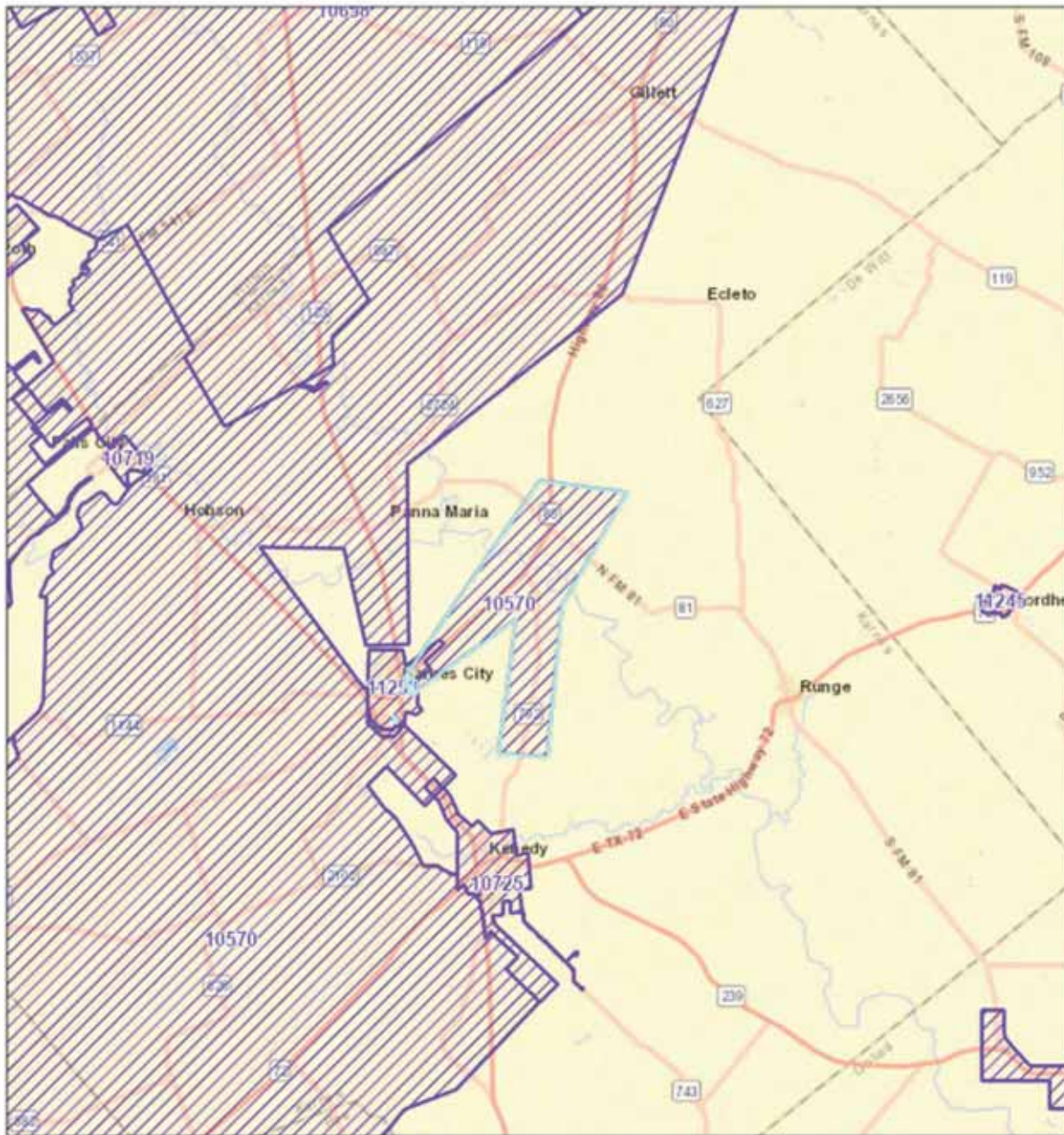


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGIS, (c) OpenStreetMap contributors, and the GIS User Community



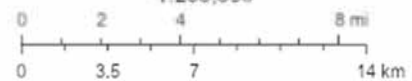


## Public Utility Commission



August 26, 2020

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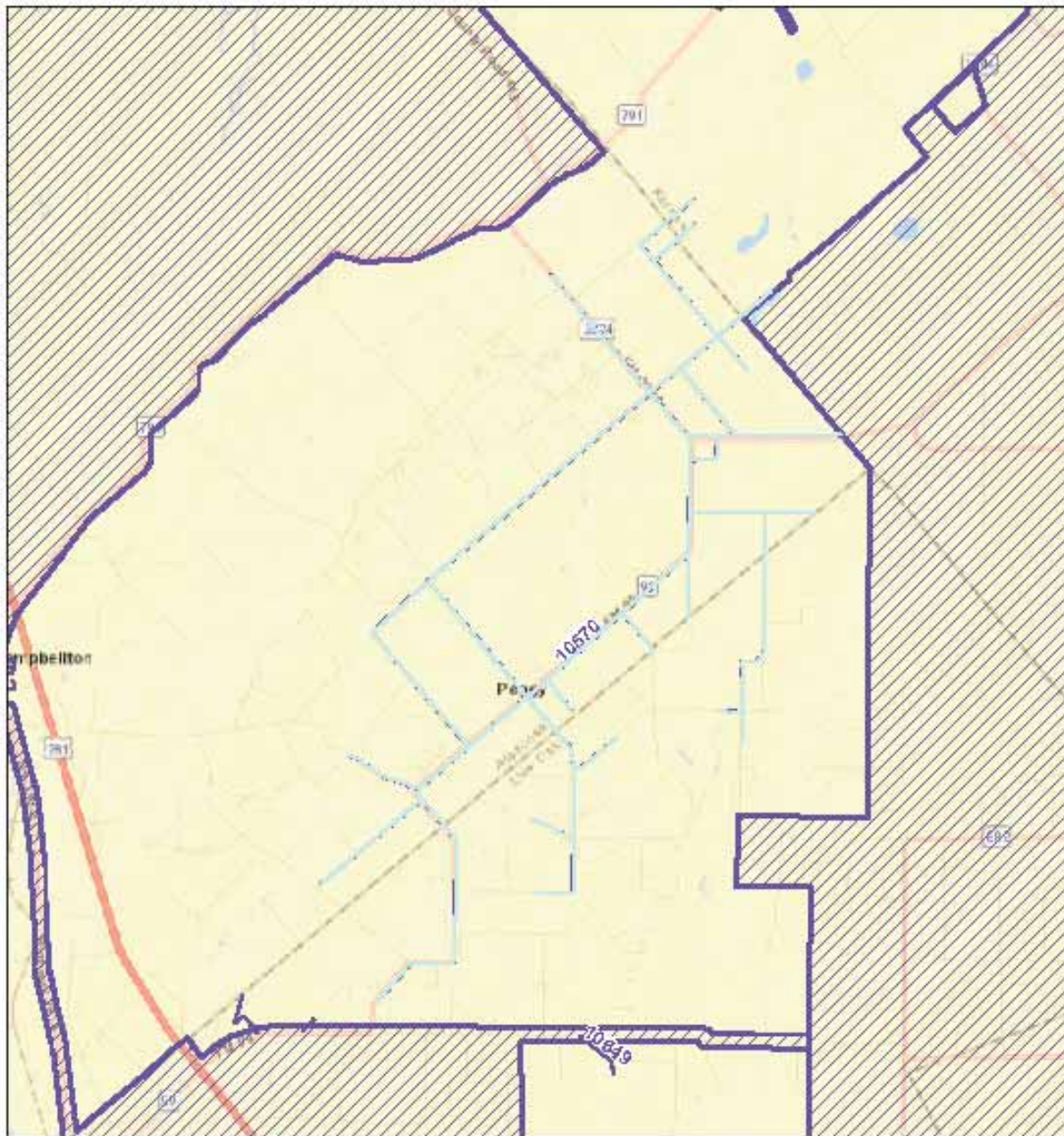


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



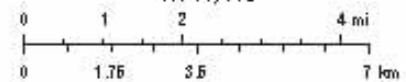


## Public Utility Commission



August 26, 2020

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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGIS, (c) OpenStreetMap contributors, and the GIS User Community





## SECTION E. SERVICE RULES AND REGULATIONS

### 1. **Activation of Non-Standard Service.**

Activation of Non-Standard Service shall be conducted as prescribed by terms of Section F of this Tariff.

### 2. **Activation of Standard Service.**

- a. **New Tap** -- The Corporation shall charge a non-refundable service installation fee as required under Section G of this tariff. The service installation fee shall be quoted in writing to the Applicant. Any debt owed to the Corporation and all fees shall be paid or a deferred payment contract signed in advance of installation. [30 TAC 291.86 (a)(1)(A)]
- b. **Re-Service** -- On property where service previously existed, the Corporation shall charge the Membership Fee (where the Membership Fee has been liquidated or refunded), reconnection costs, any debt owed to the Corporation if the applicant is the person that previously incurred those charges, seasonal reconnect fee as appropriate, and other applicable costs necessary to restore service.
- c. **Performance of Work** -- All tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all application requirements have been met. The tap for a standard service request shall be completed within five (5) working days whenever practicable, but not later than ten (10) working days. This time may be extended for installation of equipment for Non-Standard Service Request. (see Section F)
- d. **Inspection of Customer Service Facilities** -- The property of the Applicant/ Member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, 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); (Sections I.1 and I.2 of this Tariff)

### 3. **Applicant's or Transferee's Recourse.**

In the event the Corporation refuses to serve an Applicant under the provisions of these rules, the Corporation must notify the Applicant, in writing, on the basis of its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.

### 4. **Back-Billing.**

If a member/customer is undercharged, the Corporation may Back-Bill the member/customer a Back-Billing not to exceed for up to 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in this tariff (See 16 TAC Section 24.87(h)). If the underbilling is \$50 or more, the utility shall offer to such member/customer a deferred payment plan option for the same length of time as that of the underbilling





5. **Bill Adjustment.**

- a. **Due to Meter Error** -- The Corporation shall 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 meter test fee, as prescribed in Section G.22 of this Tariff, shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test. (See Section J.16, Meter Test Authorization and Test Report)
- 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.
- c. **A One-Time Leak Adjustment** -- Is available to customers who experience a high-water loss in excess of 150,000 gallons. Customers will be billed at the lowest tier rate per thousand gallons. The customer must demonstrate through repair bills or other means that they had a leak on their property, with General Manager's approval. (See Water Leak Policy, Section K.5)

6. **Billing Cycle Changes.**

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

7. **Changes in Service Classification.**

If at any time the Corporation determines that the customer service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff, Section E.24.a.

8. **Charge Distribution and Payment Application.**

- a. **The Base Rate** – This is for the billing period from the first (1<sup>st</sup>) day of the month to the fifteenth (15<sup>th</sup>) day of the following month. Charges shall be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed on or about the first (1<sup>st</sup>) of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.
- b. **Gallage Charge** – Charge shall be billed at the rate specified in Section G and billing shall be calculated in one hundred (100) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.





- c. **Posting of Payments** -- All payments shall be posted against previous balances and late fees prior to posting against current billings.
- d. **Forms of Payment** -- The Corporation will accept the following forms of payment: cash, personal check, cashier's check, money order, credit card, automatic debit on customer's bank account, or draft on bank. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins.

**9. Deferred Payment Agreement.**

The Corporation may offer a deferred payment plan to a Member or rental tenant who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any Late Penalty Fees or interest on the monthly balance to be determined as per agreement (See Section J.12 of this Tariff). Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued. The Corporation may consider another deferred payment agreement provided payments will be made by automatic bank draft or credit/debit card. Non-payment of any amount under an additional deferred payment agreement will cause service to be disconnected immediately and service will not be restored until the account is paid in full and all other charges resulting from the disconnection of service are fully paid. In the event the requestor is a tenant of rental property the Corporation shall notify the owner/member of the deferred payment agreement.

**10. Denial of Service.**

The Corporation may deny service for any of the following reasons:

- a. Failure of the Applicant or Transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges;
- b. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
- c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;
- d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;
- e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant;
- f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested,
- g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.
- h. Failure of Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code.





- i. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service. (Also see Section E.18 of this Tariff)

**11. Disputed Bills.**

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

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

- a. The Corporation shall mail all bills on or about the twenty-eighth (28<sup>th</sup>) of the month. All bills are considered the responsibility of each person signing the Service Application and Agreement Form. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G.10. The time for payment by a political subdivision may be different than your regular due date. (See Texas Government Code 2251.021). A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if not in corporation office on the fifteenth (15<sup>th</sup>). Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings. Once a meter has been locked for delinquency, the total amount of the delinquent bill plus the reconnect fee must be paid in the office by 3:00 p.m. in order to ensure that service will be restored that same day. After 3:00 p.m., the meter will be reconnected the next business day after payment has been received in the business office.
- 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/customers or interrupts the management and operation of the system.
- c. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed ten (10) days beyond the usual fifteenth (15<sup>th</sup>)-day payment period for a total of no more than twenty five (25) days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. **(Texas Utilities Code Section 182.001 - 182.005) If this request originates from a tenant at a rental property the owner / member will be notified in writing of any extension request.**
- d. All insufficient fund checks, accounts closed or money orders that have had a "stop payment order" issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection day.





**13. 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.

**14. Insufficient Grounds for Refusal of Service.**

The following shall not constitute sufficient cause for the refusal of service to an Applicant:

- a. Delinquency in payment for service by a previous member or occupant of the premises to be served;
- b. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six (6) months prior to the date of application;
- c. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;
- d. Failure to pay a bill of another member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service;
- e. Failure to pay the bill of another member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill;

**15. Line Extension Reimbursement.**

An approved Applicant may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purposes of reimbursing a member or other party that made the capital outlay to extend service to that area. (See Section J.13 of this Tariff)

**16. 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 TCEQ rules, this Tariff and applicable law. The Corporation may allow master metering and/or non-standard service to these facilities at an Applicant's request. (See Section K.6 (PUC Publication))

**17. 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 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.46)
  - 3) All pipe and fittings used by the customer to convey sewage from its source to the sewer line must be a minimum of D-3034, SDR-35 or equivalent, 4-inch diameter pipe. No DWV (drain waste and vent) pipe or fittings will be allowed. All joints must be watertight and pipe must be installed to recommended grade. All non-household sewer customers who have potential for dirt, grit, sand, grease, oil, or similar substances must install and maintain a trap ahead of their entrance to the Corporation's sewer collection piping. A double cleanout is required at the property line and recommended at the house. The Corporation may impose other site-specific requirements. All sewer and potable water service pipeline installations must be a minimum of nine feet apart and meet all applicable plumbing standards for crossings, etc.
  - 4) Requirements for Traps as required by applicable regulations of the TCEQ:
    - (a) Discharges requiring a trap include but are not limited to:
      - (i) grease or waste containing grease in amounts that will impede or stop the flow in the public sewers;
      - (ii) oil, flammable wastes;
      - (iii) sand, and other harmful ingredients.
    - (b) Any person responsible for discharges requiring a trap shall, at his own expense, and as required by the approving authority:
      - (i) Provide equipment and facilities of a type and capacity approved by the approving authority;
      - (ii) locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and
      - (iii) maintain the trap in effective operating condition.
    - (c) Approving Authority Review and Approval (By the Board of Directors or Agency):
      - (i) If pretreatment or control is required, the approving authority shall review and approve design and installation of equipment and processes.
      - (ii) The design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances and other laws.
      - (iii) Any person responsible for discharges requiring pretreatment, flow equalizing or other facilities shall provide and maintain the facilities in effective operating condition at his own expense.

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 or other service equipment as installed. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.
- e. The Corporation shall require each Member to have a cut-off valve within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb-stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges.
- f. As a one-time courtesy at the time of a new meter installation, the Corporation will install a pressure regulating valve, and cutoff valve for the Member's convenience. **However, the Corporation shall have no responsibility for the valve's maintenance and/or replacement of any equipment on the customer's side of the meter after the initial meter installation.**
- g. Any loss of water occurring on the Owner/Member's side of the meter is the Owner/Member's responsibility. Full payment of all water registered through the service meter will be charged.
- h. The Member is required to notify the Lone Star 811 system, the Corporation Office and other such service as may be designated by the Corporation, **48 hours** prior to digging or excavation activities.

**18. Membership.**

- a. **Eligibility** -- Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership** -- Upon qualification for service, qualification for Membership, payment of the required fees, and any Member/Applicant debt owed to the Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation's water utility service and one (1) share of Corporation Stock. The Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership and Stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code 67.016) **NOTE (1):** In the event that the Corporation is conducting a potential Member's 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, Section I), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a Membership Fee for Membership purposes (upon issuance of a Membership) if service is





ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded, less expenses, within sixty (60) days of the loan closing with the Rural Utilities Service. **NOTE (2):** In the event the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required. (Section E.25, Service Entitlement)

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

- 1) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:
  - (a) The Membership is transferred by will or legal instrument executed by the Transferor before the time of death conveying to an individual 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/returned without compensation back 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 Section E.18.c.1 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 or duly executed instrument recorded in the Official Public Records of the county. 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 Section E.18.c.3, below, of this Tariff.
- 3) Qualifications for service upon transfer of Membership set forth in Section E.18.c.1 and E.18.c.2 of this Tariff 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 recordable, private utility easement on the form provided by Corporation;
  - (b) The membership has not been fully or partially liquidated; and
  - (c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.
- 4). If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of ten (10) additional days to produce completed documentation to the corporation office. 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 base rate charge to the Corporation shall cause 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 Water Service Disconnect Request Form (See Section J.20) prior to termination of service. However, a Member is not relieved of any obligations incurred prior





to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap are subject to the terms of the Activation of Service in Sections E.1 and E.2 of this Tariff. (Texas Water Code 67.016)

- e. **Liquidation Due To Delinquency** -- When the amount of the delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership, the Corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (See Section E.18.a and E.18.b of this Tariff), the Corporation shall collect any remaining account balances by initiation of legal action. Re-instatement of service shall be subject to the terms of the Activation of Service in Section E.1 and E.2.b of this Tariff.
- f. **Cancellation Due To Policy Non-Compliance** – Upon written notice the Corporation may cancel a Membership anytime a Member fails to comply with policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property from which the Membership arose. (Texas Water Code 67.016)
- g. **Reassignment of Canceled Membership**
  - 1) The Corporation, upon cancellation of Membership under the provisions of this Tariff, may reassign the canceled Membership, subject to water available per TCEQ capacity provisions, 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 67.016). Membership will not be 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, providing water is available and terms and conditions are met. 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.
- h. **Mortgaging of Memberships** -- Nothing herein shall preclude a Member from mortgaging his/her Membership. However, notification to the holder of any security interest (mortgagee/lien-holder) of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement (See Section J.14). Prior to the cancellation of any Membership as provided under Section E.18.d of this Tariff, the Corporation will notify the holder of any security interest in the Membership. The holder of the security interest also must hold a written security interest in the real property at which water service is provided under the Membership. The Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all





delinquent and unpaid obligations and provided further that the holder of the security interest has secured and recorded title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings or similar legal proceedings by the holder of the security interest.

- i. **Cancellation and 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 twenty (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.24.a of this Tariff, with a copy of the notice to the bankruptcy Trustee.
- j. **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 (by Judicial Order or Rule 11 Agreement. The Corporation must be provided adequate documentation of the ownership rights of the spouse (or joint tenant) requesting/receiving title transfer, such as final divorce decree, temporary court order, or court-approved agreement. In no event shall any membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

**19. 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.

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

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

- a. removing a locking or shut-off device used by the Corporation to discontinue service,
- b. physically disorienting the meter,
- c. attaching objects to the meter to divert service or to by-pass,
- d. inserting objects into the meter,
- e. other electrical and mechanical means of tampering with, by-passing, or diverting service,
- f. connection or reconnection of service without Corporation authorization,
- g. connection into the service line of adjacent customers of the Corporation, and
- h. preventing the supply from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capability.

The burden of proof of Tampering is on 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 initiated. A court finding of meter 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.

- a. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall disconnect service without notice as set forth in Section E.24.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.
- b. A person, who otherwise destroys, defaces damages or interferes with the 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 extend allowed under law pursuant to Texas Water Code Section 49.228 and other applicable laws.
- c. 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 the purposes of this Section, "offending party" means the person who committed the Tampering.

## **21. Owners and Renters.**

Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due the Corporation. The membership for rental or leased properties shall be in the name of the owner of the property 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 owner shall be required to sign an Alternate Billing Agreement (Section J.1 of this Tariff) if the owner requests that the tenant be billed for utility service. The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter's past due payment status. Such notification will be subject to a service charge (See Section J.17 of this Tariff).

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

## **22. Ownership of Equipment.**

All water meters and equipment and materials required to provide water service to the point of customer connection; water meter and service tap, is the property of the Corporation upon installation, and shall be maintained by the water system only. All parts including check valve, pressure regulator and backflow prevention assemblies are the sole responsibility of Applicant/Member for maintenance and preservation.

## **23. 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 (See Section J.10 and Section K.6). 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 tap (see Section E.16). If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions Section E.24.a of this Tariff for a first violation and for subsequent violations service will be Disconnected Without Notice in accordance with Section E.24.b.

- 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 (3) months. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional meter installation and membership be purchased. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased to comply with TCEQ flow requirements and the One Meter-One Tap Rule. 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. (See Section J.10 and Section K.6 of this Tariff) 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 (10) days if the situation is not corrected.



**24. Rules for Disconnection of Service.**

The following describes the rules and conditions for disconnection of service. For the purposes of disconnecting water service under these policies water service will be terminated in instances of nonpayment or other violations by a Member. The Corporation has the option to disconnect the water tap or take other appropriate actions.

a. **Disconnection with Notice** -- Water utility service may be disconnected for any of the following reasons after proper notification has been given.

- 1) **Returned Checks** -- The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. (See Section J.19, Notice of Returned Check) 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/Customer in violation shall be placed on a "cash-only" basis for a period of 12 months. If payment is made by returned instrument following receipt of a Disconnect/Shut-Off Notice by the Member, the service shall be discontinued immediately after the system receives notice of insufficient funds or closed account.

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

- 2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under Section E.12 or failure to comply with the terms of a Deferred Payment Agreement (See Section J.12);
- 3) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
- 4) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff (including, where appropriate, Section H, Drought Contingency and Emergency Water Demand Management Plan), Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
- 5) Failure to provide access or hindering access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- 6) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
- 7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.
- 8) Cancellation of membership by a Member on an account that the Member holds for water service to the Member's renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. (Note: The cancellation of membership must be in writing and signed by the Member. CORPORATION ASSUMES NO





- LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LESSEES.)
- 9) 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.
  - 10) Failure to pay charges arising from service trip fee, meter re-read fee/data log fee as defined in Section G.
  - 11) 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.
  - 12) Failure to disconnect or secure additional service tap(s) for an RV or other service connection (See E.23.c 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 Section E.24.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 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 or equipment, by-passing the meter or equipment, or other diversion of water service. **NOTE:** Where reasonable, given





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

- c. **Disconnection Prohibited** -- Utility service may not be disconnected for any of the following reasons:
  - 1) Failure of the Member to pay for merchandise or charges for non-utility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of non-utility service as a condition of service;
  - 2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
  - 3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
  - 4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
  - 5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters Section E.13 of this tariff.
  - 6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control.
- d. **Disconnection on Holidays and Weekends** -- Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.
- e. **Disconnection Due to Utility Abandonment** -- The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality.
- f. **Disconnection for Ill** -- The Corporation may not discontinue service to a delinquent residential Member or tenant under an alternative billing agreement permanently residing in an individually metered dwelling unit when that Member or tenant establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in the accordance with Subsection (a) of this Section if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the Member or tenant enters into a Deferred Payment Agreement (See Section J.12 of this Tariff). The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness as per this subsection.
- g. **Disconnection of Master-Metered Accounts** -- When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:
  - 1) The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants





- of the service complex in five (5) days if payment is not rendered before that time.
- 2) At least five (5) days after providing notice to the Member and at least five (5) days prior to disconnection, the Corporation shall post at notices, stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
  - 3) The tenants may pay the Corporation for any delinquent bill in behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. **Disconnection of Temporary Service** -- When an applicant with a Temporary Service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff service may be terminated with notice.

**25. Service Entitlement.**

The Applicant(s) shall be considered qualified and entitled to water utility service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. (30 TAC 291.85 (a))

**26. Service Extension Requirements.**

El Oso WSC will make extensions from existing lines with sufficient capacity to locations within its certificated area, at member's expense. Prior to construction of such extension, the member will pay the amount shown on the El Oso WSC Cost Estimate to provide water service. If a water line easement is needed from the member requesting water services, the water line easement will cover the entire frontage area of the member's property, unless otherwise determined. In such case, the General Manager would have final discretion. If such agreement cannot be reached for executing the proper water line easement document, a refund for the water service request will occur.

If water line easement from adjacent landowner(s) are needed for extension purposes, El Oso WSC requests donations of such easements from these landowner(s). If such landowner(s) requests compensation for granting of said water line easement, all costs associated with said compensation are the responsibility of the member requesting water service. If such agreement cannot be reached by all parties for the acquisition of necessary easements, a refund of the extension of water service will occur.

If and only if good faith negotiation efforts have failed and acquisition of the necessary water line easement must be obtained through the court system, El Oso WSC will exercise its right to eminent domain of behalf of the member, and at the member's expense. El Oso is a Texas corporation duly and lawfully organized pursuant to the provisions of the Texas Business Corporation Act. Pursuant to Texas Water Code §49.222, El Oso is empowered by the legislature of the State of Texas to exercise the right and power of eminent domain through which it may enter on and condemn the land, rights-of-way, easement, and property of any person or corporation where same is necessary for the construction, maintenance, or operation of water line, as well as other fixtures usually and necessarily associated with the ongoing existence of a public utility company.



**27. Service Location and Classification.**

For the purposes of this Tariff, service requested by the Applicant(s) shall be for real estate designated to receive the service provided by the Corporation. Service shall be through a meter tap located on that designated real estate unless otherwise approved by the board. Service shall be divided into the following two classes:

- a. **Standard Service** is defined as service on a specific property designated to receive service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4" or 3/4" sized water meter services set on existing pipelines.
- b. **Non-Standard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account (See Section E.16), or an addition to the supply, storage and/or distribution/collection system. The service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service.

**28. Service Requirements.**

The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable in addition to the applicant any other person sharing an ownership interest in and receiving service at that property shall sign the Service Application and Agreement Form. However, even if the spouse or other person sharing an ownership interest does not sign the Service Application and Agreement Form, they are still responsible for all terms set forth therein, and for any debt obligation related to the account.

- a. A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, required by the Corporation, must be completed by the Applicant for the purpose of allowing future facility additions. **NOTE:** This requirement may be delayed for Non-Standard Service requests.
- b. The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of fee simple title to the real estate designated to receive service. (Texas Water Code 67.016 (e), and 13.002 (11)).
- 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 individual meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of master 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 master 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 Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service. (30 TAC 291.81 (a) (1))

- e. If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant easement required under this Tariff and in addition to the normally required fees for new customer service, shall pay such sums as are reasonably necessary to cap the existing line in the ROW and construct the appropriate line or lines within that easement for the Corporation's system-wide service. (See Section J.21, Easement Denial Letter and Affidavit)
- f. The Corporation shall provide to each service applicant or transferee a copy of the Confidentiality of Personal Information Form. See Section J.4 of this Tariff. See also, Texas Utilities Code Section 182.052(c). For existing member/customers: **Texas Utilities Code Section 182.052(c) requires the system to include with a bill sent to each customer:**
  - 1) a notice of the customer'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 customer may request confidentiality by marking an appropriate box on the form and returning it to the government-operated utility.

## 29. Subdivision of Tract and Location of Existing Meter.

In the event that a tract is receiving service from the Corporation and is sought to be subdivided, the Member and/or Owner of the tract shall comply with all applicable county subdivision ordinances, Section F of this Tariff, and submit a plan for water service to the Corporation showing easements and locations for connection of service and meters to the newly created subdivided tracts. Should the requirements of Section E and/or Section F of this Tariff not be completed prior to the subdivision of the tract originally receiving service from the Corporation, the Corporation, at the sole discretion of the Corporation, may:

- a. Allow the newly created tract upon which the existing meter is located to retain service and, if necessary, require the transfer of Membership from the existing Member to the owner of the newly created tract; or
- b. Terminate all Memberships and require new Membership applications, new hydraulic studies, new accounts, and new meters for all newly created tracts.

Regardless of the decision of the Corporation as set forth above, any newly created tract which does not have a Membership shall require a new Membership application, new hydraulic study, new account, and a new meter. In the event that line extensions or other system improvements, be necessary to provide service to the newly created tract(s), the owners of such tract(s) shall be responsible for costs associated therewith in accordance with this Tariff.





## SECTION F. DEVELOPER, SUBDIVISION, NON-STANDARD SERVICE, DEVELOPER REQUESTED SPECIAL PROJECT AREA REQUIREMENTS

### INTRODUCTORY NOTE

Applicant will bear all Legal, Engineering, Administrative and other expenses incurred by the Corporation in connection with preparation for any proposed development, whether or not such transaction shall be completed as projected. The aforementioned expenses shall be paid from the ***“Non-Standard Service Investigation Fee”*** (initial deposit, including added requests for deposited funds), see Sections F and G. Any portion of the Fee remaining after completion of the Project will be refunded to the Applicant with an itemized accounting of expended funds. Additional expenses over and above the initial deposit for the “Non-Standard Service Investigation Fee” incurred as a result of efforts by the Corporation toward the Applicant’s request for service shall be billed to and paid by the Applicant. The Corporation will require an additional deposit from time-to-time (over and above the initial deposit) against which billing may be made as the project investigation progresses up to and including its completion.

### Part I. General Requirements

This section describes in general the requirements for all types of non-standard service requests.

#### 1. **El Oso WSC’s Limitations (the “Corporation”).**

All Applicants shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time, including Texas Water Code §§ 13.2501 and 13.2502, and with the Corporation’s covenants of current indebtedness. The Corporation is not required to extend retail public water service pursuant to Chapter 13, to an Applicant in a subdivision where the responsible party (Applicant-Developer) of the applicable property has failed to comply with the terms of this policy or said property is not within the service area described in the Corporation’s CCN Number 10570 or the property is within a municipality’s Extra-Territorial Jurisdiction (unless assent is provided). Section 13.2502 of the Texas Water Code requires that notice be given herein or by publication or by alternative means to the Developers-Applicants. (See Tariff 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 areas are determined, including the Non-Standard Service Applicant’s and the Corporation’s respective costs.

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





**3. Application of Rules.**

This Section is applicable to subdivisions, additions to subdivisions, developments, or whatever additional service facilities are requested and required for a 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 of any diameter and service lines exceeding 500 feet.

**4. Non-Standard Service Application.**

The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service Contract by the Corporation:

- a. The Applicant shall provide the Corporation a completed Service Application and Agreement giving special attention to the item(s) on SPECIAL SERVICE NEEDS OF THE APPLICANT.
- b. A final plat (See Section C - Definition Section- Final Plat) approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of El Oso's facilities shall be required to submit maps or plans detailing the location and site demands of the requested extension and details of demand storage and surge requirements.

**NOTE: It is the responsibility of the developer/applicant to secure all necessary approvals of the subdivision plat as a condition for any Agreement between the Corporation and the Applicant.**

- c. At the time the Applicant tenders the Application, a Non-Standard Service Investigation Fee (See Section G.1.b), in the initial (but undetermined total amount) deposit of two thousand five hundred dollars (\$2,500.00), to cover initial administrative, legal, engineering, surveying or other professional services of the Corporation and any filing fees shall be paid to the Corporation. **This is an initial deposit**, and the balance of actual expenses paid but not used shall be refundable to the Applicant. Any additional expenses over and above the initial \$2,500.00 fee deposit incurred as a result of efforts by the Corporation to study and develop service requirements of the Applicant shall be billed to and paid by the Applicant before any final approval(s) are made by the Corporation. A property description and CCN area review by the Applicant shall be included and cost may include CCN expansion related to the applicant's development requested service (as applicable).
- d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity (CCN), service may be extended provided that:
  - 1) The service location is not in an area receiving similar service from another retail Corporation (or in a separately certificated municipal area or the municipality's ETJ);
  - 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 Applicant's property for which service is requested. Applicant shall pay all costs incurred by corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's Certificate of Convenience and Necessity (CCN), Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including administrative, legal, surveying and engineering fees incurred by Corporation in securing the amendment).
- e. In addition to the Non-Standard Service Investigation Fee, the Applicant shall be responsible for any and all administrative, legal, and engineering fees associated with the Non-Standard Service Request as incurred by the Corporation until construction is completed and the Corporation receives and accepts full ownership by Bill of Sale and Board-approved responsibility for the required facilities.

**5. Design.**

The Corporation shall approve the design requirements of the Applicant's required facilities, including but not limited to on-site water tank storage for fire sprinkler systems, prior to initiation of a Non-Standard Service contract in accordance with the following schedule:

- a. The Corporation's Consulting Engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested service within the Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.
- b. The Consulting Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee under Tariff Section F Part I.4 and accounted for from time-to-time to the applicant and Corporation's Board of Directors.
- c. The Consulting Engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
- d. The Corporation's Engineer shall ensure that all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted in the application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided. However, that the Corporation may agree to pay the expense of such upgrading in excess of Applicant's projected demand which is reasonably allocable to the level and manner of service requested by the Applicant.
- e. All designs submitted by an Applicant for review by the Corporation's Consulting Engineer must have water line sizes appropriately sized so as to allow for instantaneous transmission of water at the flow rates and pressures mandated by state law, administrative regulations, and Corporation policies. Except for the provision of fire flow as set forth in Section F, Part I.5.f of this Tariff, the Corporation does not allow for on-site water storage tanks designed to increase pressure during periods of high use, and the Corporation's Consulting Engineer shall not approve any plans where such tanks are shown.
- f. If the Applicant requires fire flow for usage in fire sprinkler systems or other fire suppression purposes, the Applicant shall be required to construct an on-site water tank storage system to provide the requisite water provision for such use. The design and function of the storage system and associated fire suppression systems must be approved by the Corporation's Consulting Engineer prior to the initiation of any construction. The Corporation shall not





approve, and shall vigorously contest, any extension of water lines from municipalities or other water supply entities into the Corporation's CCN for the purposes of providing fire flow. This subsection shall not apply to a development located in a Developer Requested Special Project Area as set forth in Section F, Part III of this this Tariff.

**6. Non-Standard Service Contract.**

Applicants requesting Non-Standard Service may be required to execute a written contract, drawn up by the Corporation's Attorney, in addition to submitting the Corporation's Service Application and Agreement. Said contract shall define the area and design(s) proposed for service and terms of service prior to and during construction of required service facilities. The service contract may include, but is not limited to:

- a. All costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's project shall be paid before the Corporation accepts the project and provides service.
- b. Procedures by which the Applicant shall accept or deny a contractor's bid.
- c. Front-end Capital Contributions required by the Corporation in addition to the other costs required under this Section including investigation and construction.
- d. Monthly Minimum Service Charges as applicable to the meter sizes for the service request.
- e. Terms by which the Applicant may be reimbursed or compensated for Front-end Capital Contributions.
- f. Terms by which the Corporation shall administer the Applicant's project with respect to:
  - 1) Design of the Applicant's service facilities to be placed within the certificated area of the Corporation or the area proposed for certification;
  - 2) Securing and qualifying bids;
  - 3) Execution of the Service Contract;
  - 4) Selection of a qualified bidder for construction;
  - 5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
  - 6) Inspecting construction of facilities; and
  - 7) Testing facilities, inspection, disinfection and approval for operation of the project.
- g. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project.
- h. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deed, warranties, and so forth) by which the Corporation shall assume ownership, operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation through accurately depicted and sealed surveys by a Registered Professional Land Surveyor ("RPLS").
- i. Terms by which the Board of Directors shall review and approve the all Contracts pursuant to current rules, regulations, and bylaws.

**7. Construction of Facilities by Applicant Prior to Execution of Service Contract.**

The Corporation and the Applicant must execute a Non-Standard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Applicant. In





the event that the Applicant commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant or in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively, the Corporation may require full costs of replacing/repairing any facilities constructed without prior execution of a contract from any person buying a lot or home from Applicant. At a minimum, the Corporation will require that all facilities be uncovered by the Applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, and take any other lawful action determined appropriate by the Board of Directors of the Corporation to provide properly designed, constructed and disinfected facilities.

**8. Property and Right-of Way Acquisition.**

With regard to construction of facilities, the Corporation shall require private right-of-way easements or purchase of private property as per the following conditions:

- a. If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Applicant shall secure easements or else title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant.
- b. All additional costs associated with facilities that must be installed in public rights-of way on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, such as including road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including legal and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.
- c. The Corporation shall require an exclusive dedicated right-of-way on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site and off-site facilities.
- d. Easements and facilities, including water storage sites, shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant.

**9. Bids For Construction.**

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

- a. The Applicant shall execute the Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
- b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;
- c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;
- d. The Contractor shall supply favorable references acceptable to the Corporation;





- e. The Contractor shall qualify with the Corporation as competent to complete the work (including but not limited to current water license, OSHA competent personnel 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. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;

**10. Pre-Payment For Construction and Service.**

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

**11. Construction.**

- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, approved road sleeves/ casings may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
- b. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.
- c. Construction plans and specification 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 or construction phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be submitted to the Applicant for review and Applicant's suggestions for revision. The Corporation shall make and assure final design is acceptable industry quality and approved by TCEQ or its successor.

**Part II. Request for Service to Subdivided Property**

In addition to PART I requirements, this section contains additional requirements for developers of subdivisions.

**1. Required Information.**

All developers or subdividers of property 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.4. *"Non-Standard Service Application"*.
- b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
- c. Applicant shall be notified in writing by the Corporation or designated representative if service can be extended in accordance with the details described on the Applicant's request for service.
- d. **SUBDIVISION FRONT END CAPITAL CONTRIBUTIONS** are to be paid to the corporation by the developer. These fees are calculated by multiplying the Front-End Capital Contribution





(Reflected in Section G) by the number of lots being developed in the approved or proposed plat to be filed at the expense of the Applicant-developer.

- e. In addition to the Front-End Capital Contribution, the Developer will also pay any aid of construction cost upfront as determined by the Corporation's Engineer in the Water Availability Study related to the Applicant and its water usage. Cost could include any allocable cost of providing water to the property, any immediate improvements needed to supply water availability, or cost of new or improved pipeline extensions to furnish adequate service to the property or subdivision, tenants. Lessees, or subsequent development.
- f. Applicants for single taps [within or outside of subdivisions] involving extension or up-sizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements. Applicants for subdivisions will submit maps or plans detailing the location of the requested extension and details of subdivision and pipeline layout including all pertinent information on the proposed area to be served which shall be provided by their designated officer, agent or engineer to the Corporation/Applicant.

## **2. Service Within Subdivisions.**

The Corporation's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the nonstandard service specified by the Applicant's plat presented for approval. The Applicant is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the Corporation under the provisions of this Tariff and specifically the provisions of Section H; if the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the Corporation is obligated to provide water service. In addition, Corporation may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. Applicant is advised that purchasers of lots also may have legal recourse to the Applicant under Texas law, including but not limited to Section 13.257, Texas Water Code and the Texas Deceptive Trade Practices-Consumer Protection Act, Chapter 17, Subchapter E, Business and Commerce Code.





## DEVELOPER'S DISCLOSURE TO PROPERTY PURCHASERS

The \_\_\_\_\_ is / is not designed for fireflow capacity. The Subdivision does have filler hydrants (flush valves), which will support a fire truck's refilling by gravity flow without direct connection to El Oso Water Supply Corporation's water system.

The Corporation shall provide only one (1) service to each lot unless otherwise approved.

- ☐ This Subdivision may be upgraded to rated fireflow capacity per H.B. 1379
- ☐ This Subdivision is designed and constructed to meet the requirements of H.B. 1379.

And further notice is provided pursuant to Texas Water Code §13.257(d) as follows:

*The real property, described below, that you are about to purchase may be located in a certificated water service area, which is authorized by law to provide water service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water service. There may be a period required to construct lines or other facilities necessary to provide water service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water service to your property.*

*The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.*

The undersigned purchaser acknowledges receipt of the above notice.

This disclosure is applicable to Tract No. \_\_\_\_\_ with address at: \_\_\_\_\_

### ACKNOWLEDGEMENT BY PURCHASER:

\_\_\_\_\_  
Purchaser(s) Name

\_\_\_\_\_  
Date

THE STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Owner of the above-referenced property.

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

AFTER RECORDING RETURN TO:

{Insert Name and Address of Developer}





**3. Required Information -Subdivision Of Tracks Of 50 Acres Or Greater.**

For Service to subdivisions *involving tracts of 50 acres or greater*, the Applicant/ Developer must provide the following in addition to all other information otherwise required by this Section:

- a. Map and description of the area to be served using map criteria in Section 291.105(a)(2) (A-G of the TCEQ's Rules).
- b. Time frame for:
  - 1) Initiation of service
  - 2) Service to each additional phase following the initial service
- c. Level of service (quantity and quality) for:
  - 1) Initial needs
  - 2) Phased and final needs and the projected land uses that support the requested level of service for each phase
- d. Manner of service for:
  - 1) Initial needs
  - 2) Phased and final needs and the projected land uses that support the requested level of service for each phase
- e. Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
- f. Copies of all required approvals, reports and studies done by or for the Applicant/Developer to support the viability of the proposed development.

Applicant/Developer must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant/Developer can be provided within the time frame specified by the Applicant/Developer and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant/Developer proposes development in phases, the Applicant/Developer shall specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant/Developer must depict the currently estimated location of each phase on the maps required under 30 TAC Section 291.105(a)(2)(A-G). The Applicant/Developer's written request must be complete. A complete application by the Applicant/Developer should include: (a) the proposed improvements to be constructed by the Applicant/Developer; (b) a map or plat signed or to be signed and sealed by a licensed surveyor; (c) the intended land use of the development, including detailed information concerning the types of land uses proposed; (d) the projected water demands for each type of land use, and a projected schedule of build-out; (e) a schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and a proposed calendar of events, including design, plat approval, construction phasing and initial occupancy. Applicant/Developer must establish that current and projected service demands justify the level and manner of service being requested. In making his/ her written request for service, the Applicant/Developer must advise the CCN holder that he/she may request expedited decertification pursuant to TCEQ procedures.

Upon payment of the required fees, the Corporation shall review Applicant/Developer's service request. If no additional information is required from Applicant/Developer, the Corporation will





prepare a written report on Applicant/Developer's service request, subject to any final approval by the Corporation's governing body (if applicable) which must be completed within the ninety (90) days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant/Developer, and the costs for which the Applicant/Developer will be responsible (including improvements, easements, Front-End Capital Contributions, land acquisition costs, and professional fees).

In the event the Corporation's initial investigation of the Applicant/Developer's service application shows that additional information is needed, the Corporation's General Manager shall notify Applicant/Developer of the need for such additional information. Notice of the need for additional information will be made in writing within thirty (30) days of the date the Corporation receives the Applicant/Developer's payment of the required fees. Applicant/Developer should respond to the Corporation's request for additional information within fifteen (15) days of receipt of the Corporation's written request. In any case the Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within ninety (90) days from the date of the initial written application and payment of all required fees.

By written agreement, the Corporation and the Applicant/Developer may extend the time for review beyond the ninety (90) days provided for expedited petitions to the TCEQ.

#### 4. **Approval**

Upon final approval by the Corporation and acceptance of proposal for service by the Applicant/Developer, 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.

### **Part III. Developer Requested Special Project Areas**

In addition to the requirements as forth in Section F, Part I of the Corporation's Tariff, this section contains additional requirements for Developers of Developer Requested Special Project Areas as such are defined in Section C, Special Project Area, of the Corporation's Tariff.

#### 1. **Required Information.**

All Developers of property desiring to be located in a Developer Requested Special Project Area 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.4. "Non-Standard Service Application"** above.
- b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
- c. Applicant shall be notified in writing by the Corporation or designated representative if service can be extended in accordance with the details described on the Applicant's request for service.





- d. **DEVELOPER REQUESTED SPECIAL PROJECT AREA FRONT-END CAPITAL CONTRIBUTIONS** are to be paid to the Corporation by the Developer. These fees are calculated by multiplying the Capital Recovery Fee, as set forth in Section G of the Corporation's Tariff, by the number of EDU's required upon final development.
- e. In addition to the Front-End Capital Contribution, the Developer will also pay any aid of construction cost upfront as determined by the Corporation's Engineer in the Water Availability Study related to the Applicant and its water usage. Cost could include any allocable cost of providing water to the property, any immediate improvements needed to supply water availability, proportional costs associated with operation, upgrading, reworking, or drilling a new water well to meet the requirements of the Developer, and/or cost of new or improved pipeline extensions to furnish adequate service to the property or subdivision, tenants, Lessees, or subsequent development.
- f. Applicants for single taps in the Developer Requested Special Project Area involving extension or up-sizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements. Applicants for developments or subdivisions will submit maps or plans detailing the location of the requested extension and details of the development's subdivision and pipeline layout including all pertinent information on the proposed area to be served which shall be provided by their designated officer, agent or engineer to the Corporation/Applicant.

**2. Service within Developer Requested Special Project Areas.**

The Corporation's obligation to provide service to any customer located within a Developer Requested Special Project Area governed by this Section is strictly limited to the level and manner of the non-standard service specified by the Applicant's plat presented for approval. The Applicant is responsible for paying for all costs necessary for non-standard service to a Developer Requested Special Project Area as determined by the Corporation under the provisions of this Tariff and specifically the provisions of this Section; if the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing subdivided lots (whether or not any improvements have been constructed upon such) within such Developer Requested Special Project Area before the Corporation is obligated to provide water service. In addition, Corporation may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. Applicant is advised that purchasers of lots also may have legal recourse to the Applicant under Texas law, including but not limited to Section 13.257, Texas Water Code and the Texas Deceptive Trade Practices-Consumer Protection Act, Chapter 17, Subchapter E, Business and Commerce Code.





## DEVELOPER'S DISCLOSURE TO PROPERTY PURCHASERS

The \_\_\_\_\_ is designed for fire flow capacity. The Subdivision has fire hydrants which will support a fire truck's refilling by direct connection to El Oso Water Supply Corporation's water system.

This Developer Requested Special Project Area is designed and constructed to meet the requirements of H.B 1379.

And further notice is provided pursuant to Texas Water Code §13.257(d) as follows:

*The real property, described below, that you are about to purchase may be located in a certificated water service area, which is authorized by law to provide water service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water service. There may be a period required to construct lines or other facilities necessary to provide water service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water service to your property.*

*The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.*

The undersigned purchaser acknowledges receipt of the above notice.

This disclosure is applicable to Tract No. \_\_\_\_\_ with address at: \_\_\_\_\_  
\_\_\_\_\_

### ACKNOWLEDGEMENT BY PURCHASER:

\_\_\_\_\_  
Purchaser(s) Name

\_\_\_\_\_  
Date

THE STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Owner of the above-referenced property.

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

AFTER RECORDING RETURN TO:

{Insert Name and Address of Developer}





**3. Required Information – Special Project Areas.**

For Service to Developer Requested Special Project Areas, the Applicant/Developer must provide the following in addition to all other information otherwise required by this Section:

- a. Map and description of the area to be served using map criteria in Section 291.105(a)(2)(A-G) of the TCEQ's Rules).
- b. Time frame for:
  - 1) Initiation of service
  - 2) Service to each additional phase following the initial service
- c. Level of service (quantity and quality) for:
  - 1) Initial needs
  - 2) Phased and final needs and the projected land uses that support the requested level of service for each phase
- d. Manner of service for:
  - 1) Initial needs
  - 2) Phased and final needs and the projected land uses that support the requested level of service for each phase
- e. Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
- f. Copies of all required approvals, reports and studies done by or for the Applicant/Developer to support the viability of the proposed development.

Applicant/Developer must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant/Developer can be provided within the time frame specified by the Applicant/Developer and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant/Developer proposes development in phases, the Applicant/Developer shall specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant/Developer must depict the currently estimated location of each phase on the maps required under 30 TAC Section 291.105(a)(2)(A-G). The Applicant/Developer's written request must be complete. A complete application by the Applicant/Developer should include: (a) the proposed improvements to be constructed by the Applicant/Developer; (b) a map or plat signed or to be signed and sealed by a licensed surveyor; (c) the intended land use of the development, including detailed information concerning the types of land uses proposed; (d) the projected water demands for each type of land use, and a projected schedule of build-out; (e) a schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and a proposed calendar of events, including design, plat approval, construction phasing and initial occupancy. Applicant/Developer must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant/Developer must advise the CCN holder that he/she may request expedited decertification pursuant to TCEQ procedures.

Upon payment of the required fees, the Corporation shall review Applicant/Developer's service request. If no additional information is required from Applicant/Developer, the Corporation will prepare a written report on Applicant/Developer's service request, subject to any final approval





by the Corporation's governing body which must be completed within the ninety (90) days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant/Developer, and the costs for which the Applicant/Developer will be responsible (including but not limited to improvements, easements, Front-End Capital Contributions, land acquisition costs, and professional fees).

In the event the Corporation's initial investigation of the Applicant/Developer's service application shows that additional information is needed, the Corporation's General Manager shall notify Applicant/Developer of the need for such additional information. Notice of the need for additional information will be made in writing within thirty (30) days of the date the Corporation receives the Applicant/Developer's payment of the required fees. Applicant/Developer should respond to the Corporation's request for additional information within fifteen (15) days of receipt of the Corporation's written request. In any case the Corporation will provide the written report, including any final approval by the Corporation's Board within ninety (90) days from the date of the initial written application and payment of all required fees.

By written agreement, the Corporation and the Applicant/Developer may extend the time for review beyond the ninety (90) days provided for expedited petitions to the TCEQ.

**4. Approval.**

Upon final approval by the Corporation and acceptance of proposal for service by the Applicant/Developer, 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 SERVICES (Also See Attachment 1, Rates And Equivalents)**

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

**1. Service Investigation Fee to Determine Standard or Non-Standard.**

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

- a. All Standard Service requests shall be investigated with a charge of \$125.00 and all applicable costs for providing service shall be quoted in writing to the Applicant within thirty (30) working days of application.
- b. All Non-Standard Service requests shall be subject to a “Non-Standard Service Investigation Fee” of \$2500.00 (see Section F.4.c), appropriate to each project, of sufficient amount to cover all administrative, legal, engineering and surveying fees associated with investigation of the Corporation’s ability to deliver service to the Applicant, provide cost estimates of the project, present detailed plans and specifications as per final plat, advertise and accept bids for the project, present a Non-Standard Service Agreement to the Applicant, and provide other services as required by the Corporation for such investigation. A Non-Standard Service Agreement shall be presented to the Applicant.
- c. In addition to funding the Non-Standard Service Investigation Fee, the Applicant shall have an on-going contractual obligation for any and all administrative, legal, and engineering fees associated with the Corporation’s performance of the Applicant’s Non-Standard Service Request as expenses are incurred by the Corporation until construction is completed and the Corporation accepts full ownership and responsibility for the required facilities. (See Section G.4)

**2. Membership Fee.**

At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation.

- a. The Membership Fee for water service is \$200.00 for each service unit.
- b. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence or actual connections served.

**3. Easement Fee.**

When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements on behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites on behalf of the Applicant. (See Section E.28 and Section F Part I.8)





**4. Installation Fee.**

The Corporation shall charge an installation fee for service as follows:

- a. **Standard Service** shall include all current labor, materials, engineering legal, customer service inspection, and administrative costs necessary to provide individual metered water or wastewater service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.
- b. **Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by the Corporation under the rules of Section F of this Tariff.
- c. **Standard and Non-Standard Service Installations** shall include all costs of any pipeline relocations as per Section E.28.e of this Tariff.

**5. Capital Recovery Fee.**

Also, at the time an Application for individual or multiple service(s) for individual meter taps is submitted, a current Capital Recovery Fee, as set forth in Section G.33 (Attachment 1, Rates And Equivalents), must be paid when the Application for service is submitted to the Corporation for approval by the Board of Directors on a per lot or meter basis. The Capital Recovery Fees fund is established for the improvement(s) to the system and shall be separately recorded and expended as equity for system development.

**6. No Free Water.**

No Owner/Member, Director or employee or contractor shall be entitled to free water.

**7. Line Extension Reimbursement Fee.**

An approved Applicant may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purposes of reimbursing a member or other party that made the initial capital outlay to extend service to that area. The period of time will start when the meter is energized; this time is regardless of usage. After three (3) years, no reimbursement will be made to the original customer.

**8. Monthly Charges.**

**a. Service Availability Charge**

- 1) Water Service – The monthly charge for metered water service, which may or may not include allowable gallonage, is based on demand by meter size. Rates and equivalents are located in Section G.33 (Attachment 1 – Rates And Equivalents).

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

- 1) The Corporation shall, as required by Section 5.235, Water Code of the State of Texas, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water or wastewater service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G.8, Monthly Charges, of this tariff. (30 TAC 291.76 d (3) (i))





- c. **Metered Retail Bulk Water Charge** – Retail bulk use of water will be permitted by the General Manager only to the extent of availability to supply domestic needs. Use of water for non-domestic use maybe curtailed at the Corporation's General Manager discretion when the use adversely affects domestic use by Owner/Member. All temporary use of bulk retail purposes must be delivered through a corporation provided meter. A deposit must be made with the Corporation prior to service being provided.

**9. Annual 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 of Directors 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. (Article XVIII of Bylaws, Section 1.)

**10. Late Payment Fee.**

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

**NOTE:** For Political Subdivisions and state agencies the above late payment fee does not apply. Instead a late penalty of 1% shall be assessed for any amount unpaid on the 46<sup>th</sup> day after the bill is received by the state agency or political subdivision and an additional 1% shall be assessed for each month thereafter that the bill remains unpaid. (See Government Code Chapter 2251).

**11. Owner Notification Fee.**

The Corporation may, at the expense of the Member, notify said Member of a renter/lessee delinquent account status prior to disconnection of service. The Owner Notification Fee shall be \$10.00 per notification. (See Section J.17)

**12. Mortgagee/Guarantor Notification Fee.**

The Corporation shall assess a fee of \$25.00 for each notification to a Membership lien-holder under agreement prior to Membership cancellation. (See Section J.14)

**13. 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 \$50.00. (See Section J.19)





**14. Reconnect Fee.**

The Corporation shall charge a fee of \$250.00 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.2.b (Re-Service).

**15. Seasonal Reconnect Fee.**

Service Availability Charge multiplied by the number of months during which service is suspended, not to exceed six (6) months during any twelve (12) consecutive months. After six (6) months of suspension, a new meter application at currently applicable rates will be required for recommencement of service.

**16. 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 resident for response to damage of the Corporation's or another Member's facilities, for customer service inspections due to suspicion of meter tampering, bypass or diversion of service, or for the purpose of disconnecting or collecting payment for services. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation shall charge \$20.00 per employee per hour for each additional hour required. Weekends and holidays the Corporation shall charge a service trip fee of \$75.00.

**17. Data Log Fee.**

The Corporation shall charge a fee of \$50.00 to collect data information from a customer's meter, in order to tell when exactly water passed through the meter.

**18. 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. 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.

**19. 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.20 of this Tariff. The penalty may only be assessed against the person who committed the Tampering. An owner cannot be assessed for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.





**20. Cut or Damaged Lock Fee.**

It is illegal to remove or cut a lock that has been placed on a meter for non-payment. Theft of service charges may be filed against the offender by the Corporation and a fee of \$100.00 may be assessed to any account that removes a lock.

**21. Customer History Report Fee.**

A fee of \$50.00 shall be charged to provide a copy of the Member record of past water purchases in response to a Member's request for such a record.

**22. Meter Test Fee.**

The Corporation shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, a charge of \$100.00 shall be imposed on the affected account.

**23. Transfer Fee.**

An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$100.00.

**24. 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 Buildings and Procurement Commission set forth at 1 TAC Section 70.10.

**25. Customer Service Inspection Fee.**

The State of Texas mandates that any request for new service from a public water supply include a customer service inspection conducted by a licensed customer service inspector. The customer inspection shall also be conducted when there is a request for transfer of service from a membership that has never had an inspection, and whenever there is a request to reconnect service after service has been disconnected for a year. A \$75.00 fee will be assessed each Applicant for this service.

**26. Backflow Prevention Fees.**

All members are required to notify El Oso of the possibility of an actual or potential contamination hazard by completing a Backflow Prevention Form. At any residence or establishment where an actual or potential contamination hazard exists, additional protection shall be required in the form of an air gap or backflow prevention assembly device. El Oso's backflow prevention program identifies potential sources of contamination on a member's property to El Oso's system, determines the degree of hazard that exists and the required backflow prevention assembly device to be installed.

Upon installation of the backflow prevention assembly, a Backflow Prevention Assembly Test and Maintenance Report, required by TCEQ, must be completed and submitted to El Oso. The test and report for the backflow prevention device are to be completed by a Licensed Backflow Prevention Assembly Tester.

TCEQ requires all cross connections assessed as a health hazard to be tested each year. A notice will be mailed when it is time for the re-test.





Any unreported and/or suspected contamination hazards shall be tested by El Oso and at the members' expense at \$150.00 per test. In the event member refuses to allow such testing, El Oso will follow established TCEQ guidelines in dealing with the potential for contamination.

**27. Franchise Fee Assessment.**

A fee of 2% of the amount billed for water service will be assessed each customer whose meter is located inside the corporate limits of the City, as required by the City's ordinance requiring a franchise fee.

**28. Regulatory Assessment.**

A fee of 0.5% of the amount billed for water service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. NOTE: The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Oct. 2002. TCEQ Section 291.76.)

**29. Additional Assessments.**

In the event any federal, state or local government imposes on the Corporation a "per meter" fee or an assessment based on a percent of water charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.

**30. Administrative Fee.**

All accounts not paid in full by 4:00 P.M. the day before the cut-off date will be charged a \$50.00 fee.

**31. Customer Convenience Payment Fee.**

For all credit/debit card transactions employed by the customer for monthly and/or other customer payments, a minimum of \$2.50 or up to a 3% credit card convenience fee will be imposed upon the payment.

**32. Other Fees.**

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



**33. Attachment 1 – Rates And Equivalents.*****Standard Residential Meter Service***

The monthly charge for Standard Residential Service shall be the sum of the Monthly Service Availability Charge and the Usage Charge. The Usage Charge shall be applicable to all water used.

Meter Size GPM Demand* Based on AWWA specifications	Monthly Service Availability Charge	Gallons Included	Usage Charge per 1,000 Gallons 1 – 6,000 gallons	Usage Charge per 1,000 Gallons 6001 – 10,000 gallons	Usage Charge per 1, 000 Gallons 10,000 – 30,000 gallons	Usage Charge per 1,000 Gallons Over 30,001 gallons
5/8" 10 GPM*	\$46.35	-0-	\$5.29	\$6.73	\$7.84	\$8.61
3/4" 15.0 GPM*	\$69.53	-0-	\$5.29	\$6.73	\$7.84	\$8.61

\*TCEQ Assessment - The assessment established by TCEQ shall be collected from each member.



***Commercial/Large Meter Service***

The monthly charge for Commercial/Large Service shall be the sum of the Monthly Service Availability Charge and the Usage Charge. The Usage Charge shall be applicable to all water used.

Meter Size GPM Demand* Based on AWWA specifications	Monthly Service Availability Charge	Gallons Included	Usage Charge per 1,000 Gallons 1 – 6,000 gallons	Usage Charge per 1,000 Gallons 6001 – 10,000 gallons	Usage Charge per 1, 000 Gallons 10,000 – 30,000 gallons	Usage Charge per 1,000 Gallons Over 30,001 gallons
1" 25.0 GPM*	\$104.58	-0-	\$5.29	\$6.73	\$7.84	\$8.61
1 ½" 50.0 GPM*	\$201.61	-0-	\$5.29	\$6.73	\$7.84	\$8.61
2" simple/ compound 80.0 GPM*	\$318.05	-0-	\$5.29	\$6.73	\$7.84	\$8.61
3" compound 160.0 GPM*	\$628.56	-0-	\$5.29	\$6.73	\$7.84	\$8.61
4" compound 250.0 GPM*	\$977.88	-0-	\$5.29	\$6.73	\$7.84	\$8.61
6" compound 500.0 GPM*	\$1,948.23	-0-	\$5.29	\$6.73	\$7.84	\$8.61
8" compound 800.0 GPM*	\$3,708.37	-0-	\$5.29	\$6.73	\$7.84	\$8.61

\*TCEQ Assessment - The assessment established by TCEQ shall be collected from each member.



***Capital Recovery Fee***

Capital Recovery Fee is set at \$2,000.00.

Meter Size and Equivalents	System Capital Recovery Fee
5/8"	\$2,000.00
3/4"	\$3,000.00
1"	\$5,000.00
1 1/2"	\$10,000.00
2" simple/compound	\$16,000.00
3" compound	\$32,000.00
4" compound	\$50,000.00
6" compound	\$100,000.00
8" compound	\$160,000.00





## SECTION H. DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN

### 1. Introduction

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

A Drought/Emergency Management Committee consisting of two Board Members and the System Manager will monitor usage patterns and public education efforts and will make recommendations to the Board on future conservation efforts, demand management procedures or any changes to this plan. The Committee may develop public awareness notices, bill stuffers, and other methods that will begin and continue as a constant type of reminder that water should be conserved at all times, not just during a drought or emergency. This Committee will also review and evaluate any needed amendments or major changes due to changes in the WSC service area population, distribution system or supply. This review and evaluation will be done at least every five years unless conditions necessitate more frequent amendments. (30 TAC 288.20).

The plan will be implemented according to the five drought response stages as determined by the Board. Section H.4, describes the conditions, which will trigger these stages.

### 2. Public Involvement.

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

### 3. Coordination with Regional Water Planning Group L and N.

Being located within the Region "L" and Region "N" water planning area a copy of this Plan will be provided to that Regional Water Planning Group.

### 4. Trigger Conditions.

The Drought Emergency Management Committee is responsible for monitoring water supply and demand conditions on a monthly basis (or more frequently if conditions warrant) and shall determine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified triggers are reached. The Committee will monitor monthly operating reports, water supply or storage tank levels and/or rainfall as needed to determine when trigger conditions are reached.

The triggering conditions described below take into consideration:

- the vulnerability of the water source under drought of record conditions;
- the production, treatment and distribution capacities of the system,
- customer usage based upon historical patterns.





- a. **Stage I - Customer Awareness / Voluntary Conservation**
  - 1) Implements annually May 1st through September 30th or
  - 2) There is an extended period of low rainfall.
- b. **Stage II - Mild Condition** - Stage II may be implemented when one or more of the following conditions exist:
  - 1) Water consumption has reached eighty (80) percent of daily maximum supply for three (3) consecutive days.
  - 2) Water supply is reduced to a level that is only twenty (20) percent greater than the average consumption for the previous month.
  - 3) There is an extended period (at least eight (8) weeks) of low rainfall and daily use has risen twenty (20) percent above the use for the same period during the previous year.
- c. **Stage III - Moderate Conditions** – Stage III water allocation measures may be implemented when one of the following conditions exist:
  - 1) Water consumption has reached ninety (90) percent of the amount available for three (3) consecutive days.
  - 2) The water level in any of the water storage tanks cannot be replenished for three (3) consecutive days.
- d. **Stage IV - Severe Conditions** – Stage IV water allocation measures may be implemented when one of the following five conditions exist:
  - 1) Water consumption has reached ninety-five (95) percent of the amount available for three (3) consecutive days.
  - 2) 2) Water level in any of the water storage tanks cannot be replenished for three (3) consecutive days.
- e. **STAGE V - Emergency**
  - 1) Failure of a major component of the system or an event which reduces the minimum residual pressure in the system below twenty (20) psi for a period of 24 hours or longer.
  - 2) Water consumption of ninety-five (95) percent or more of the maximum available for three (3) consecutive days.
  - 3) Water consumption of hundred (100) percent of the maximum available and the water storage levels in the system drop during one 24-hour period.
  - 4) Natural or man-made contamination of the water supply source(s).
  - 5) The declaration of a state of disaster due to drought conditions in a county or counties served by the Corporation.
  - 6) Reduction of wholesale water supply due to drought conditions.
  - 7) Other unforeseen events which could cause imminent health or safety risks to the public.





5. **Stage Levels of Water Allocations.**

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

a. **Stage I - Customer Awareness/Voluntary Water Use Restrictions.**

***El Oso WSC Management Practices:*** Initiate public education measures to increase customer awareness of the benefits of water conservation and efficient water use by notifying customers of voluntary conservation measures and providing conservation information.

***Voluntary Water Use Practices:*** Customers are request to voluntarily limit the use of water for nonessential purposes and to practice water conservation.

**Non-Essential water uses include:**

- 1) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts or other hard-surface areas.
- 2) Use of water to wash down buildings or structures for purposes other than immediate fire protection.
- 3) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- 4) Use of water for dust control; and
- 5) Failure to repair controllable leak(s) within a reasonable period after receipt of notice directing the repair of such leak(s).

b. **Stage II - Mild Condition** – Target: Achieve a 10% reduction in daily water demand.

***El Oso WSC/Fashing WSC Management Practices:*** The system will reduce flushing operations. System will notify customers of water use restrictions in effect.

***Customer Water Use Restriction for Demand Reduction:***

- 1) Irrigation of gardens and landscape areas will be restricted to 6:00 p.m. to 8:00 a.m.
- 2) Customers are not allowed to use water for the pre-defined non-essential purposes noted in Stage I.

c. **Stage III - Moderate Conditions** – Target: Achieve a 15% reduction in daily water demand.

***El Oso WSC/Fashing WSC Management Practices:*** The system will reduce flushing operations. System will notify customers of water use restrictions in effect.

***Customer Water Use Restrictions for Demand Reduction:***

- 1) Outside water use is limited to the hours of 8:00 p.m. to 9:00 a.m. by use of hand-held hoses, hand-held buckets, or drip irrigation.





- 2) Customers are not allowed to use water for the pre-defined non-essential purposes noted in State I.

- d. **Stage IV - Severe Conditions** – Target: Achieve 20% reduction in daily water demand.

***El Oso WSC/Fashion WSC Management Practices:*** The system will notify customers of water use restriction in effect.

***Customer Water Use Restrictions for Demand Reduction:***

- 1) All outside watering prohibited with the exception of water used in poultry and cattle operations.
- 2) Customers are not allowed to use water for the pre-defined non-essential purposes noted in Stage I.

- e. **Stage V – Emergency** – Target: Achieve a 20% reduction in daily water demand.

***El Oso WSC/Fashion WSC Management Practices:*** The system will notify customers of water use restriction in effect.

***Customer Water Use Restrictions for Demand Reduction:*** Water use will be restricted as follows:

- 1) Residential Use Only - 6,000 gallons per month or 200 gallons per day. or
- 2) Commercial, Industrial, and Agricultural Use - based on 75% of the customer's annual average usage.
- 3) Confined Animal Feeding Operations shall be exempt, however, shall be urged to conserve all water possible.

**6. Initiation and Termination Procedures.**

Once a trigger condition occurs, the Corporation, or its designated responsible representative, shall, based on recommendation from the Chairperson of the Drought/Emergency Management Committee, decide if the appropriate stage of rationing shall be initiated. The Chairperson of the Drought/Emergency Management Committee shall decide, with the advice and consent of the committee members if the drought or emergency condition warrants a system-wide initiation of the policy or if a specific area of the El Oso WSC /Fashion Peggy WSC system requires a water demand reduction. The initiation may be delayed if there is a reasonable possibility the water system performance will not be compromised by the condition.

Written notice of the proposed water stage of water demand reduction measures and customer water use restrictions shall be mailed or delivered via first class mail to each affected customer upon the initiation of each stage, as well as being posted on the El Oso WSC website at [www.elosowsc.com](http://www.elosowsc.com). Commercial, Industrial and Agricultural customers will also be contacted by phone and informed of the demand reduction. In addition, upon adoption of State IV or V, a notice will be placed in a local newspaper or announced on a local radio station. The customer notice shall contain the following information:





- The date water demand reduction measures shall begin;
- The expected duration;
- The stage (level) of water demand reduction measure to be initiated;
- Penalty for violations of the water demand reduction measure program; and
- Affected area(s).

A sample Customer Notice of water demand reduction measure and customer water use restrictions is included in Section J (Miscellaneous Forms and Notices) of this Tariff.

If the water demand reduction measure extends thirty (30) days then the Chairperson of the Drought/Emergency Management Committee or General Manager shall present the reasons for the allocations at the next scheduled Board Meeting and shall request the concurrence of the Board to extend the reduced demand period.

When the trigger condition no longer exists then the responsible official may terminate the water demand reduction measures if such an action is based on sound judgment. Written notice of the end of water demand reduction measures shall be given to customers. A water demand reduction measures period may not exceed sixty (60) days without extension by action of the Board of Directors.

## 7. Penalties for Violations

- First Violation.** A written notice shall be delivered via certified mail or by personal hand delivery to each customer/member of their specific violation and their need to comply with the tariff rules. The notice will show the amount of penalty \* to be assessed for continued violations.
- Second Violation.** The Corporation will assess a penalty of \*\$200.00.
- Subsequent Violations.** The Corporation will assess an additional penalty \*\$500.00 for violations continuing after the Second Violation. The Corporation may also install a flow restricting device in the customer's meter service to limit the amount of water that will pass through the meter in a 24-hour period. The costs of this procedure will be for the actual work and equipment and shall be paid by the customer.
- Termination.** The Corporation will terminate service for up to seven (7) days for continuing violations after penalties are assessed under Section H.7.c of this Tariff. Service will remain off until any delinquent penalty or other assessment is fully paid including a charge for the service call to restore service.

**These provisions apply to all customers of the Corporation.**

## 8. Exemptions or Waivers

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





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

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

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

Variances granted by the Committee shall be subject to the following conditions, unless specifically waived or modified by the Committee or Board of Directors:

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when the water allocation is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance allowed for a condition requiring water allocation will continue beyond the termination of water allocation under Section F. Any variance for a subsequent water allocation must be petitioned again. The fact that a variance has been granted in response to a petition will have no relevance to the Committee's decision on any subsequent petition.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

## **9. Implementation.**

The Board establishes a Drought/Emergency Management Committee by Resolution, the chairperson of which will be the responsible representative to make Drought and Emergency Water Management actions. This Committee will review the procedures in this plan at least every five years unless conditions necessitate amendments that are more frequent. Modifications may be required to accommodate system growth, changes in water use demand, available water supply and/or other circumstances.

This Plan was adopted by the Board at a properly noticed meeting held on December 11, 2018.





## **DROUGHT CONTINGENCY**

### **AND**

## **EMERGENCY WATER DEMAND MANAGEMENT PLAN**

### **RESOLUTION NO. 12.11.18**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL OSO WATER SUPPLY CORPORATION AND FASHING PEGGY WATER SUPPLY CORPORATION ADOPTING A DROUGHT CONTINGENCY AND EMERGENCY WATER DEMAND MANAGEMENT PLAN.**

**WHEREAS**, the Board recognizes that the amount of water available to the El Oso Water Supply Corporation and Fashing Peggy Water Supply Corporation and its water utility customers is limited and subject to depletion during periods of extended drought;

**WHEREAS**, the Board recognizes that natural limitation 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 and Emergency Water Demand Management Plan; and

**WHEREAS**, the El Oso Water Supply Corporation and Fashing Peggy Water Supply Corporation desires to comply with the rules of the Texas Water Development Board financial assistance programs found in Title 31, Texas Administrative Code Chapter 363; and

**WHEREAS**, as authorized under law, and in the best interests of the customers of the El Oso Water Supply Corporation and Fashing Peggy 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 EL OSO WATER SUPPLY CORPORATION:**

That the Drought Contingency and Emergency Water Demand Management 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 El Oso Water Supply Corporation and Fashing Peggy Water Supply Corporation.

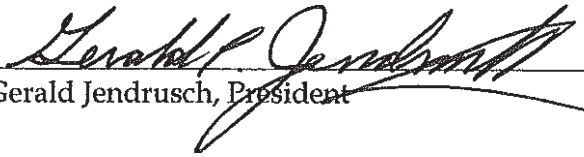
That the Committee Chairman and the General Manager are hereby directed to implement, administer, and enforce the Drought Contingency and Emergency Water Demand Management Plan.

This resolution shall take effect immediately.





DULY PASSED BY THE BOARD OF DIRECTORS OF THE EL OSO WATER SUPPLY CORPORATION,  
ON THIS 11<sup>TH</sup> DAY DECEMBER, 2018.

  
Gerald Jendrusch, President






## **SECTION I. APPLICATION AND AGREEMENT PACKET(S)**





## 1. Water Service Application

 <b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>		4098 South Hwy 181 Kenedy, TX 78119 530-583-3543 Fax: 830-583-3550 www.elosowater.com
<b>WATER SERVICE APPLICATION</b>		
<b>APPLICANT INFORMATION</b>		Today's Date: _____
Applicant's Name: _____		Co-Applicant's Name: _____
Billing Address: _____		City, State, Zip Code: _____
Home Telephone: _____		Mobile Phone Number: _____
Applicant's Email Address: _____		Type of Meter <input type="checkbox"/> Residential <input type="checkbox"/> Commercial
<b>PROPERTY INFORMATION</b>		
Service Address: Legal Description of Property (include name of road, directions, subdivision with lot and block number)		(Check One) <input type="checkbox"/> Household <input type="checkbox"/> Livestock <input type="checkbox"/> Business
Acreage: _____	Number in Family: _____	Household Size (Square Feet): _____
		Livestock Type & Number: _____
Special Service Needs of Applicants (if needed): _____		
Document(s) provided by Applicant to establish proof ownership of property (such as Warranty Deed, Gift Deed, etc) _____		
<b>NOTE: FORM MUST BE COMPLETED BY APPLICANT. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED AND A COPY OF THE DEED TO SHOW OWNERSHIP AND ALLOW TITLE REVIEW TO BE PERFORMED WITH RESPECT TO APPLICANT'S AUTHORITY TO GRANT THE CORPORATION WATERLINE EASEMENT REQUIRED BY THE CORPORATION FOR OPERATION OF ITS FACILITIES AND PER TCEQ REQUIREMENTS.</b>		
<b>SIGNATURE AUTHORIZATION</b>		
Applicant Signature _____		Date of Signature _____
Co-Applicant Signature _____		Date of Signature _____
The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against individuals seeking to participate in this program. Your 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 individuals on the basis of visual observation or surname.		
<input type="checkbox"/> To Opt Out Check Here	<input type="checkbox"/> White, Not of Hispanic Origin	<input type="checkbox"/> Asian or Pacific Islander
<input type="checkbox"/> Male	<input type="checkbox"/> Black, Not of Hispanic Origin	<input type="checkbox"/> Hispanic
<input type="checkbox"/> Female	<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> Other (Specify) _____
<b>CORPORATION APPROVAL</b>		
Signature _____		Date of Approval _____
Account Number _____	Meter/Serial Number _____	Location Number _____
Work Order Number _____	Date Meter Installed _____	
<i>This Institution is an Equal Opportunity Provider.</i> <i>Esta Institucion es un proveedor de servicios con igualdad de oportunidades.</i>		





## 2. Water Service (Membership) Agreement

	<h1 style="margin: 0;">EL OSO</h1> <h2 style="margin: 0;">WATER SUPPLY CORPORATION</h2>	4098 South Hwy 181 Kenedy, TX 78119 530-583-3543 Fax: 830-583-3550 <a href="http://www.elosowater.com">www.elosowater.com</a>
<h3 style="margin: 0;">WATER SERVICE (MEMBERSHIP) AGREEMENT</h3>		
<b>Agreement</b>		
<p>This membership Agreement is made on the _____ day of _____, 20____, between El Oso Water Supply Corporation, a corporation organized pursuant to Chapter 67, Texas Water Code and other applicable law under the laws of the State of Texas (hereinafter called the Corporation) and _____, (hereinafter called the Applicant(s) and/or</p> <p><b>The following are the terms of the Membership Agreement:</b></p> <ol style="list-style-type: none"> <li>1 The Corporation shall sell and deliver water service and applicant/member 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/member qualifies for Membership as a new or continued Membership as a transferee and thereafter shall be called a Member.</li> <li>2 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 the tariff has been provided as an information packet, for which the 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.</li> <li>3 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.</li> <li>4 If this agreement is completed for the purpose of assigning utility service as a part of a rural utility loan project contemplated with the Rural Development, an applicant shall pay a Membership Fee for the purposes of determining:             <ol style="list-style-type: none"> <li>a. The number of taps to be considered in the design; and</li> <li>b. The number of potential ratepayers considered in determining the financial feasibility of constructing an expansion of an existing water system.</li> </ol> </li> <li>5 The applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available, upon qualification for service under the terms of the Corporation's policies. Further applicant agrees to pay the monthly charges for such service as prescribed in the Corporation's tariff.</li> <li>6 All water shall be metered by meters 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) residential dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited as per TCEQ criteria.</li> <li>7 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. The Corporation shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations. Upon discontinuance of service the Corporation shall have the right to remove any of the Corporation's equipment from the Member's property. The Member shall install, at its own expense, any necessary private service lines from the Corporation's facilities and equipment to the point of use, including any customers service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation and TCEQ 30 TAC 290.38 <i>et seq.</i> 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 &amp; Safety Code, Plumbing Code, and the corporation's tariff and service policies.</li> <li>8 The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper treatment and/or delivery, including private water distribution system construction or configuration, especially backflow prevention. The purpose of this service agreement is to notify the customer of the restrictions, which are in place to provide protection for public health and safety. The utility is required to enforce these restrictions to ensure the public health and welfare. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed new agreement.</li> </ol>		





- 9 RESTRICTIONS. The following unacceptable practices are prohibited by TECQ regulations (30 TAC 290, *et seq.*):
- No direct connection between the public drinking water supply and a potential source of contamination is premitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention device.
  - No cross-connection between the public drinking water supply and a private well or watersystem is permitted. These potential threats to the public drinking water supply shall be prevented at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device.
  - No Non-El Oso connection which allows water to the public drinking water supply is permitted.
  - No pipe or pipe fitting which contains more than 0.25% lead on the wetted surface shall exist in private water distribution facilities installed on or after January 4, 2014.
  - No solder or flux which contains more than 0.2% lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption on any connection to El Oso's water system.
- 10 The Member shall allow its property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Corporation or its designated agent or engineer prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the water system's normal business hours.
- The Corporation shall notify the Member in writing of any cross-connection or other potential contamination hazard, which has been identified during the initial inspection or the periodic reinspection.
  - The Member shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his 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 El Oso Water Supply Corporation.
  - The Member shall execute and abide by the terms of any El Oso Waterline Easement required for system operation and provision of adequate and continuous system service (ordinarily lines of 2" or larger).
- 11 **MEMBER/GRANTOR EASEMENT AS APPLICABLE TO SYSTEM INSTALLATIONS.** Member/Grantor further covenants that Member/Grantor, heirs, successors and assigns shall facilitate and assist El Oso WSC personnel in exercising their rights and privileges herein described at all reasonable times. Member/Grantor further covenants that Member/Grantor, his/her heirs, successors and assignees shall refrain from constructing appurtenances, buildings, etc. and storing equipment, materials or any objects in or around the System Easement. Furthermore, the Member/Grantor will avoid operating any machinery or conducting any activity in or around the System Easement that compromises safety or in any way violates the current Texas Water Code clearances. Member/Grantor shall not construct or locate on the recorded easement property any structure, obstruction or improvement ***including concrete aprons or roadways which will interfere*** with the Corporation's use of the System Easement, unless all requisite and necessary construction permits and land surveys are obtained from El Oso WSC after submitting application in writing. Further, El Oso WSC shall have the right to remove from the easement property any structure, improvement, or obstruction including concrete or other constructed facility or structure. Member/Grantor agrees to pay El Oso WSC the reasonable cost of such removal. This agreement shall be a covenant running with the land for the benefit of the Corporation.
- 12 Member/Grantor of the El Oso System Easement warrants to the best of Member/Grantor's knowledge the System Easement is free of Member/Grantor-owned underground structures and/or utilities, and the Member/Grantor of the easement will locate, or cause to be located, and reasonably marked all known Member/Grantor-owned underground utilities and/or structures owned by Member/Grantor or used to provide a service of any type to Member/Grantor along the dedicated easement. Should El Oso WSC damage or otherwise excavate an underground structure, utility or similar unmarked facility owned by Member/Grantor, the Member/Grantor shall assume all liability and agrees to save and hold harmless El Oso WSC from any and all damages except those arising out of gross negligence of El Oso WSC. Member/Grantor shall NOT be liable for damage to any facility, pipeline, structure or underground utility damaged by El Oso WSC which is not owned by the Member/Grantor or which is not used to provide a service of any type to Member/Grantor.
- 13 **NOTICE TO MEMBERS CONCERNING WATER PRESSURE HAZARD.** Member expressly acknowledges that El Oso WSC may install a check valve or other backflow regulation device at the meter servicing member's property, and that such device will assist the member in maintaining water pressure within member's private plumbing system while providing delivery to its point of use. Member further acknowledges and understand a properly operating pressure relief valve must be installed by member and maintained by member at all time on member's water heater or similar devices. Member understands that failure to maintain a properly operating pressure relief valve on a water heater is a dangerous practice, which can result in personal injury and property damage. Member hereby agrees to waive, release, and hold El Oso WSC harmless from any claims and damages resulting from malfunctioning failure, or absence of check valve, backflow prevention devices, and pressure relief valves on water heater, including without limitation, damages to person or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue, and including those allegedly attributed to the negligent acts or omissions of the Corporation. See Occupations Code, Title 8 Regulation of Environmental and Industrial Trades, Chapter 1301, Plumbers, "The Plumbing License Law," September 1, 2017.





- 14 **WATER METER ASSEMBLIES.** El Oso WSC maintains the curb stop on El Oso's side of water meter. Do not use this El Oso WSC valve to cut your water on and off. **All new meter assemblies come equipped with a member cut-off between the meter and the member's side.** However, some older assemblies may not have a cut-off valve. If your meter assembly is not equipped with a cut-off valve, we strongly encourage you to have one ***installed by a licensed plumber*** before you have a major leak and subsequent large water loss on your side of the line. Additionally, El Oso's responsibility for the delivery of water service ends at the water meter. All fittings and assemblies (pressure regulators, home filters, water heater pressure valves, etc.) ahead of the water meter on the member's side are the member's responsibility. (This includes the member's personal cut-off valve.)
- 15 **ENFORCEMENT.** If the Member fails to comply with the terms of the Service Agreement, the Corporation shall, at its option, either terminate service or properly install, test, or 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.
- 16 In the event the total water supply is insufficient to meet full service of all of the El Oso WSC Members and, in the event, there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff and filed Water Conservation Policy. Water use reductions to meet conservation required shall be made prorated and in conformity with adopted policy.
- 17 By execution hereof, the Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by El Oso WSC, the retail/water 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.
- 18 The Member shall grant to the Corporation permanent recorded System Waterline Easement(s) dedicated to the Corporation for the purpose of providing the System 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 Member as well as meet the Corporation's purposes in providing system wide service for existing or future members. Waterline Easements for initial construction and maintenance shall be located to minimize any impact on applicants/members. Further, the lines shall be defined by survey and the easement filed of record to meet TCEQ and USDA requirements for proper utility service to the System and the mutual use and benefit of all members.
- 19 By execution hereof, the Member shall warrant payment of all rates, fees, and charges due on any account for which said Member owns a Membership. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fee shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.
- 20 By execution hereof, the Member agrees that non-compliance with the terms of this agreement by said Member shall authorize and require denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation's Board of Directors and pursuant to any applicable TCEQ rules and requirements of the applicable Plumbing Code or municipally adopted Plumbing Code (see paragraph 21 below).
- 21 Member's private water lines are to be install by licensed or trained installers that are familiar with the requirements of the health and safety requirements applicable and to assure protection of the member and retail public utility system standards applicable as adopted requirements of the El Oso Water Supply Corporation Board of Directors.
- 22 ***El Oso WSC is not responsible for Leaks on Member's side of Meter/Property.***

**SIGNATURES**

\_\_\_\_\_  
Applicant/Member Signature

\_\_\_\_\_  
Co-Applciant/Member Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**APPROVAL**

\_\_\_\_\_  
Approval Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

***This Institution is an Equal Opportunity Provider.***

***Esta Institucion es un proveedor de servicios con igualdad de oportunidades.***





### 3. System Water Line Easement and Right-Of-Way for Maintenance

# SYSTEM WATER LINE EASEMENT AND RIGHT-OF-WAY FOR MAINTENANCE

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

**GRANTOR(S)** \_\_\_\_\_ herein after referred to as  
GRANTOR(S), whether one or more).

**GRANTEE:** *EL OSO WATER SUPPLY CORPORATION*, is a member owned, non-profit water supply corporation operating pursuant to Chapter 67, Texas Water Code, with the mailing address of P.O. Box 309, Karnes City, Texas 78118.

**GRANT:** Grantor has GRANTED, SOLD, and CONVEYED, and does hereby GRANT, SELL, and CONVEY, unto the Grantee, a perpetual blanket easement and right-of-way for system water supply lines and related service lines, appurtenances and facilities in, on, under, over and through that \_\_\_\_\_ acre tract of land, situated in \_\_\_\_\_ County, Texas and being more particularly described in instrument recorded Volume \_\_\_\_\_ Page \_\_\_\_\_ of the Official Records of \_\_\_\_\_ County.

**DESIGNATION OF COURSE:** The easement and right-of-way hereby granted (the "Water Line Easement") shall be limited to twenty feet (20') in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed, except that when the first water supply line is installed, the easement herein granted shall be limited to a strip of land twenty feet (20') in width, the center line thereof being the first water supply line as installed or as surveyed and per survey attached and included herein by reference.

**CONSIDERATION:** Ten dollars (\$10.00) and other good and valuable consideration cash in hand paid to Grantor by Grantee, the receipt and sufficiency of which is acknowledged by Grantor and Grantee, and such other mutual benefits which are hereby acknowledged by each of the Parties.

**PURPOSE:** The Water Line Easement may be used for the purpose of laying, constructing, installing, maintaining, inspecting, operating, protecting, repairing, replacing, altering, changing the size of, relocating (but only within the existing easement), substituting and/ or removing water lines and any appurtenant materials (including, but not limited to, associated valves, fittings, casings, and structural supports), apparatuses and/ or facilities common to and as may from time to time be deemed necessary by the Grantee in connection with the use, operation, transportation and furnishing of water utility services. Any additional water supply lines installed pursuant to this grant shall be adjacent to and parallel with the first supply line laid by Grantee within the said twenty-foot (20') easement.

**OTHER RIGHTS GRANTED TO GRANTEE:** 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 Water Line Easement; (2) the reasonable right from time to time to remove any





and all paving, undergrowth, overhanging growth, or obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, replacement, changes of the size, relocation (as above limited), substitution or removal thereof; and (3) Grantee shall further have the right to abandon-in-place any and all water supply 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.

**OBLIGATION OF GRANTEE:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Water Line Easement to substantially the same condition as existed prior to such work; that it shall bury all water supply lines at a depth of not less than two feet (2') and service lines (but not those surface appurtenances, including valve stems, signs, and other facilities as are reasonably necessary for operation of the supply lines) located within the Water Line Easement so that such lines will not create a nuisance; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

**GRANTOR EASEMENT AS APPLICABLE TO SYSTEM INSTALLATIONS:** Grantor further covenants that Grantor, heirs, successors and assigns shall facilitate and assist El Oso personnel in exercising their rights and privileges herein described at all reasonable times. Grantor further covenants that Grantor, his/her heirs, successors and assigns shall refrain from constructing appurtenances, building, etc., and storing equipment, materials or any objects, or operating any machinery or conducting any activity in or around the System easement that compromises safety or in any way violates the current Texas Water Code clearances. Grantor shall not construct or locate on the recorded easement property any structure, obstruction or improvement including concrete aprons, roadways or buildings which will interfere with the El Oso's use of the System easement unless all requisite and necessary construction permits and land surveys are obtained from El Oso after submitting application in writing. Further, El Oso shall have the right to remove from the easement property any structure, improvement, or obstruction including concrete or other constructed facility or structure at Grantor's cost. Grantor agrees to pay El Oso the reasonable cost of such removal. This agreement shall be a covenant running with the land for the benefit of the El Oso.

Grantor of the El Oso System easement warrants that to the best of Grantor's knowledge the System easement is free of Grantor-owned underground structures and/or utilities, and the Grantor of the easement will locate, or cause to be located, and reasonably mark all known Grantor-owned underground utilities and/or structures owned by Grantor or used to provide a service of any type to Grantor along the dedicated easement. Should the El Oso damage or otherwise excavate an underground structure, utility or similar unmarked facility owned by Grantor, the Grantor shall assume all liability and agrees to save and hold harmless El Oso from any and all damages except those arising out of gross negligence of the El Oso. Grantor shall NOT be liable for damage to any facility, pipeline, structure or underground utility damaged by El Oso which is not owned by the Grantor or which is not used to provide a service of any type to Grantor.





**HABENDUM:** To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns, until the first water supply line is constructed, and so long thereafter as any water line or facilities are located and operated thereon.

**WARRANTY:** Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

**SUCCESSORS AND ASSIGNS; REVERTER:** The Water Line Easement granted hereby and all of the rights, agreements, and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the property across which the Water Line Easement runs, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees; provided, however, if Grantee abandons and ceases to use the right-of-way for a twelve (12) month period or more, thereby abandoning use, the land constituting the easement shall revert to the Grantor and Grantor's successors, heirs and assigns.

**CONVENANT OF GRANTOR:** Grantor covenants that Grantor is the owner of the above- described lands and that the person signing this easement is authorized to execute the same on behalf of the owner or all the owners of the property.

**EFFECTIVE** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR(S):**

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

**Attachment:** Survey of Easement hereby granted.





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

                  This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

by \_\_\_\_\_.

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

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

                  This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

by \_\_\_\_\_.

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

**AFTER RECORDING RETURN TO:**  
El Oso Water Supply Corporation  
PO Box 309  
Karnes City, TX 78118





## 4. Board Approved Non-Exclusive Right-of Way Easement

FROM: \_\_\_\_\_  
GRANTORTO: EL OSO WATER SUPPLY CORP.  
GRANTEEBOARD APPROVED  
EL OSO WATER SUPPLY CORPORATION  
NON-EXCLUSIVE PERMANENT WATER LINE EASEMENT  
(LOTS \_\_\_\_\_)

STATE OF TEXAS §

KNOW ALL PERSONS:

COUNTY OF KARNES §

That \_\_\_\_\_, a \_\_\_\_\_ Company, owner of \_\_\_\_\_ Subdivision, Grantor(s), as designated below as Grantor, of the County of \_\_\_\_\_, State of Texas, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the enhanced value of land due to the availability of potable water pursuant to the terms of Grantee's Tariff, the sufficiency and receipt of which is hereby acknowledged, does hereby grant, sell and convey unto El Oso Water Supply Corporation, a member-owned, non-profit water supply corporation performing potable water supply utility functions pursuant to law, designated as the Grantee, its successors and assigns, a non-exclusive permanent Utility Easement(s) and right-of-way(s) within the Grantor's \_\_\_\_\_ Subdivision, located in \_\_\_\_\_ County, Texas, said property establishing \_\_\_\_\_ LOTS [Numbered \_\_\_\_\_ - \_\_\_\_\_] CONTAINING A TOTAL OF \_\_\_\_\_ ACRES AND \_\_\_\_\_ FOOT WIDE ROADS CONTAINING \_\_\_\_\_ ACRES OUT OF THE \_\_\_\_\_ SURVEY, NO \_\_\_\_\_, ABSTRACT \_\_\_\_\_. DESCRIBED IN DEED recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_.

There is hereby established within each of **Lots Numbered** \_\_\_\_\_ - \_\_\_\_\_, a non-exclusive permanent water line easement, fifteen (15) feet wide, parallel to and running with the each side and rear property lines and twenty (20) feet parallel to and running with the front property line of each lot and the \_\_\_\_\_ County \_\_\_\_\_ (\_\_\_\_\_) foot road R.O.W. within the subdivision (see **Exhibit "A"** attached) which, also, shall be used for the purpose of installing water pipelines belonging to the Grantee. Said individual lot-based non-exclusive permanent water line Easement shall, as water supply facilities and water line installations may become necessary in the future, allow the Grantee, its successors and assigns, the right to: 1) erect, construct, install, and lay; 2) and thereafter use, operate, inspect, repair, maintain, and replace; and 3) remove and replace, enlarge, or add to said water pipelines and appurtenances over and across the non-exclusive permanent Easement; and this non-exclusive permanent Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The non-exclusive permanent Easement herein granted shall be limited to a strip of land fifteen (15) feet or twenty (20) feet in width described non-exclusive permanent Easement being parallel and adjacent to the property line. A record of any such installation shall be prepared and maintained by Grantee.

Also conveyed herewith is a temporary construction and maintenance Easement that is simultaneously granted by the Grantor, which may be used from time-to-time, for the initial construction, and any subsequent construction plus all reasonably necessary maintenance of the pipelines above described. Said temporary Easement shall consist of a ten (10) foot corridor on either side, parallel, and adjacent to, the permanent fifteen (15) foot Easement (or twenty (20) foot non-exclusive Easement on front). In the case of the permanent Easement being parallel and adjacent to a property line, the temporary Easement shall be only on one side of the permanent Easement on the Grantor's property.

Grantor hereby includes all necessary rights of ingress and egress, that may be required to use the permanent and temporary construction and maintenance Easement for the Right-of-Way above specified, as may be necessary for the purpose of construction, reconstructing, inspecting, patrolling, maintaining, removing and replacing or enlarging said lines and appurtenances. Included in this Grant of Easement is the right to remove from said lands all trees, shrubs, and parts thereof, or other obstructions which in any way endanger or may interfere with the efficiency of said pipelines or other appurtenances thereto. Grantor

Board Approved Non-Exclusive Permanent Water Line Easement (Lots \_\_\_\_\_ - \_\_\_\_\_)

Grantor: \_\_\_\_\_

Grantee: \_\_\_\_\_

Page 1 of 3





specifically agrees that no building or structure of any kind will hereafter be erected or placed by the Grantor, its successors and assigns, on said Easement of right-of-way hereinabove granted, except by written approval of the Grantee. Grantee agrees to restore the land surface after entering said Easement for the purposes stated herein.

Grantor further does acknowledge that in the granting of this Easement, a retail water service agreement may not have been entered into at this time. Membership in the El Oso Water Supply Corporation shall be required by Grantor or its successors, as such Membership shall be defined by the terms as provided for in the Grantee's Water Service Tariff in effect at the time of the Grantor's or its successors application (as may be adopted by the Board of Directors from time to time). Grantor further acknowledges that the Grantee has not specified a price or condition for water service as a condition of this Easement, as the terms of water service are regulated by the Tariff which will be in effect when the water service is requested.

Grantor acknowledges that the consideration recited above shall and does constitute payment in full for all damages, if any, sustained by the Grantor by reason of the present or future installation, repair, replacement, or enlargements of the pipelines referred to above. Grantor or Grantor's successors shall maintain said Easement clear of any improvements or construction unless permission shall be first secured from El Oso Water Supply Corporation. The Grantee will maintain such Easement in a state of good repair so that no damages will result from its reasonable use by Grantee.

Grantor covenants that he is the owner of the above specified and described lands, and that the lands are free and clear of all encumbrances and liens, and said Easement is made with such authority to do so.

The Grantee has received Federal financial assistance, and has agreed to certain Non-discriminatory provisions of law, in connection with such Federal assistance. This Easement is subject to and controlled by the provisions of Title VII of the Civil Rights Act of 1964, as Amended, and the regulations issued pursuant thereto, for so long as the Easement shall continue to be used for the same or similar purpose for which the financial assistance was extended, or for so long as the Grantee owns it, whichever is longer.

**TO HAVE AND TO HOLD** the above described Non-Exclusive Permanent Water Line Easements and right of way. Said grant is sold and conveyed to El Oso Water Supply Corporation, its successors and assigns, until the use of said Easement shall be permanently abandoned. Any abandonment of this Easement shall be accomplished by written notice to the Grantor or Grantor's heirs, assigns, Executors, or successors.

And, Grantor hereby does bind himself, herself, successors, assigns, heirs and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**Attachment: Exhibit "A" – Subdivision Plat establishing \_\_\_\_\_ Subdivision.**

---

*Board Approved Non-Exclusive Permanent Water Line Easement (Lots \_\_\_\_\_ - \_\_\_\_\_)*

Grantor: \_\_\_\_\_

Grantee: \_\_\_\_\_

Page 2 of 3





EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*{Insert Grantor's Name}*

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Its Duly Authorized Agent

### ACKNOWLEDGMENT

STATE OF TEXAS                      §

COUNTY OF KARNES                      §

Before me, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared: \_\_\_\_\_, in his capacity as duly authorized agent for \_\_\_\_\_, a \_\_\_\_\_ Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNTO MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SEAL

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

**Upon Recording Return To:**  
 El Oso Water Supply Corporation  
 P.O. Box 309  
 Karnes City, Texas 78118

---

Board Approved Non-Exclusive Permanent Water Line Easement (Lots \_\_\_\_\_ - \_\_\_\_\_)  
 Grantor: \_\_\_\_\_  
 Grantee: \_\_\_\_\_  
 Page 3 of 3





## 5. Board Approved Exclusive Permanent Water Line Easement

STATE OF TEXAS                   §  
    §  
 COUNTY OF KARNES           §

**BOARD APPROVED  
 WATER LINE EASEMENT AND RIGHT-OF-WAY**

**GRANTOR:**     , \_\_\_\_\_, a \_\_\_\_\_ Corporation, whose mailing address is \_\_\_\_\_, \_\_\_\_\_ County, Texas \_\_\_\_\_ (hereinafter “Grantor”).

**GRANTEE:**     ***EL OSO WATER SUPPLY CORPORATION***, a member-owned, non-profit water supply corporation, whose mailing address is P.O. Box 309, Karnes City, Texas 78118 (hereinafter “Grantee”).

**GRANT:** Grantor has GRANTED, SOLD, and CONVEYED, and does hereby GRANT, SELL, and CONVEY, unto the Grantee, a perpetual blanket easement and right-of-way for water supply lines and related service lines, appurtenances and facilities in, on, under and through, a certain tract or tracts of land described in a Non-Standard Service Contract, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Official Records of Karnes County, Texas, and said facilities being known as the “Water System Extension” described in the referenced Non-Standard Service Contract, said Water System Extension being more particularly described in Exhibit A, which is incorporated by reference herein for all purposes. Grantor further hereby GRANTS, SELLS, and CONVEYS, a perpetual blanket easement and right-of-way for water supply lines and related service lines, appurtenances and facilities in, on, under and through, a certain tract or tracts of land, which is hereby incorporated by reference herein for all purposes.

**DESIGNATION OF COURSE:** The easement and rights-of-way hereby granted (the “Water Line Easement”) shall be limited to twenty feet (20’) in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed, except that when the first water supply line is installed, the easement herein granted shall be limited to a strip of land twenty feet (20’) in width, the center line thereof being the first water supply line as installed.

**CONSIDERATION:** Ten dollars (\$10.00) and other good and valuable consideration cash in hand paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor.

**PURPOSE:** The Water Line Easement may be used for the purpose of laying, constructing, installing, maintaining, inspecting, operating, protecting, repairing, replacing, altering, changing the size of, relocating (but only within the existing easement), substituting and/or removing water lines and any appurtenant materials (including, but not limited to, associated valves, fittings, casings, and structural supports), apparatuses and/or facilities common to and as may from time to time be deemed necessary by the Grantor in connection with the use, operation, transportation, and furnishing of water services. Any additional water supply lines installed pursuant to this grant shall be adjacent to and generally parallel with the first supply line laid by Grantee within the said twenty-foot (20’) easement.

---

**BOARD APPROVED WATER LINE EASEMENT AND RIGHT-OF-WAY (Blanket)**

**Grantor:** \_\_\_\_\_

**Grantee:** El Oso Water Supply Corporation

Page 1 of 3





**OTHER RIGHTS GRANTED TO GRANTEE:** 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 Water Line 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, replacement, changes of the size, relocation (as above limited), substitution, or removal thereof; and (3) the right to abandon-in-place any and all water supply 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.

**OBLIGATION OF GRANTEE:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Water Line Easement to substantially the same condition as existed prior to such work; that it shall bury all water supply lines and service lines (but not those surface appurtenances, including valve stems, signs, and other facilities as are reasonably necessary for operation of the supply lines) located within the Water Line Easement so that such lines will not create a nuisance; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

**HABENDUM:** To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns, until the first water supply line is constructed, and so long thereafter as any water line or facilities are located and operated thereon.

**WARRANTY:** Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

**SUCCESSORS AND ASSIGNS:** The Water Line Easement granted hereby and all of the rights, agreements, and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the property across which the Water Line Easement runs, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**COVENANT OF GRANTOR:** Grantor covenants that Grantor is the owner of the above- described lands and that the person signing this easement is authorized to execute the same on behalf of the owner or all the owners of the property.

---

**BOARD APPROVED WATER LINE EASEMENT AND RIGHT-OF-WAY (Blanket)**

**Grantor:** \_\_\_\_\_

**Grantee:** El Oso Water Supply Corporation

**Page 2 of 3**





EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 2012.

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

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

Authorized Agent

Attachments: Exhibit A  
Exhibit B

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

**ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ who provided to me on the oath and through provision of his Texas Driver's License, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires \_\_\_\_\_

*AFTER RECORDING RETURN TO:  
El Oso Water Supply Corporation  
P.O. Box 309  
Karnes City, TX 78118*

\_\_\_\_\_  
**BOARD APPROVED WATER LINE EASEMENT AND RIGHT-OF-WAY (Blanket)**

**Grantor:** \_\_\_\_\_


**Grantee:** El Oso Water Supply Corporation

**Page 3 of 3**





## 6. Board Approved Non-Standard Service Contract (Short Form)

	<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>	<small>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com</small>
<b>Non-Standard Service Contract</b> <b>(5/8 x 3/4" to 3" meters)</b>		
<b>(Estimate Only)</b>		
<p>AGREEMENT made this _____ day of _____, 20____, between El Oso Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____ (hereinafter called the Applicant).</p> <p>The purpose of this non-standard service contract (Contract) is to set forth the basis for service to Applicant's property in combination with the terms and conditions of service as approved by the Corporation Board of Directors on _____, 20____ in order for the Corporation to proceed with the provision of water service to the Applicant's property.</p> <p>The Corporation's approval for service incorporates the recommendation of the Corporation's Engineer of Record, the impact of the Applicant's proposed use, location within the system, and the accompanying recommended system upgrade(s) (all as attached and incorporated into this Contract by reference) dated _____, 20____, for the Applicant's property (Property) located at _____</p> <p>The Applicant is approved for the following:</p> <p style="padding-left: 40px;"><input type="checkbox"/> Line Extension      <input type="checkbox"/> ≥ 5/8 x 3/4" meter      <input type="checkbox"/> Road Bore</p> <p>In consideration for and prior to water service connection, the Applicant shall provide the Corporation with the following:</p> <p>Capital Recovery Fee (to be paid prior to Corporation provision of service) in the amount of \$_____ plus \$10.90 for a copy of the Corporation Tariff.</p> <p>Construction Fees (to be paid prior to Corporation provision of service) in the amount of \$_____.</p> <p>General Easement (to be granted and recorded prior to construction) \$_____.</p> <p>Legal Fees \$_____. (to be paid upon completion).</p> <p>Documentation of necessary approved reduced pressure-zone backflow prevention assembly(ies) is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester. (To be provided prior to Corporation provision of service.)</p>		





The Corporation's terms of this contract are good for 45 days after Corporation's approval; expiring on \_\_\_\_\_, 20\_\_\_\_. Where Applicant is delayed and wishes to retain the Corporation's service commitment to the Property as provided for in this Contract, Applicant shall apply to the Corporation's General Manager for an extension and pay the monthly Reserve Capacity Fee in the amount of \$\_\_\_\_\_.

The Corporation's Tariff and its provisions are incorporated by reference; the Applicant attests to receipt of a copy of the Tariff and Applicant's agreement to its provisions.

If the Applicant fails to follow the terms and conditions of this Contract, either by exceeding or departing from the specifications set forth in the Corporation's approval or by failing to adhere to the Corporation's Tariff, the Corporation's approval shall be automatically rescinded, this Contract is rendered null and void, and service may be terminated at the sole discretion of the Corporation or as otherwise mandated by the Corporation's Tariff.

[The remainder of this page is intentionally left blank]





El Oso Water Supply Corporation and the Applicant.

City, State, Zip Code

[illegible]

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

Notary Public, State of Texas





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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Address

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

*ACKNOWLEDGEMENT*

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

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

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

(SEAL)

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


**Return to:** EL OSO WSC  
PO BOX 309  
KARNES CITY, TX 78118

*This institution is an Equal Opportunity Provider.  
Esta institución es un proveedor de servicios con igualdad de oportunidades.*





7. Application for Non-Standard Water Service

	<h2 style="margin: 0;">EL OSO</h2> <h3 style="margin: 0;">WATER SUPPLY CORPORATION</h3>	<small>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com</small>
<b>APPLICATION FOR NON-STANDARD WATER SERVICE</b>		
<p>_____ (“Applicant”) requests non-standard water utility service from El Oso Water Supply Corporation / Fashing Peggy Water Supply Corporation (“Utility”) to property located inside/outside the Utility’s state-certificated service area (“CCN”). Applicant understands and agrees that retail water utility service will only be available under the terms and conditions of Utility’s tariffed extension policies, the regulations of the Texas Commission on Environmental Quality (“TCEQ”), the Texas Water Code and the Texas Health &amp; Safety Code.</p> <p>By signing and submitting this application for non-standard retail water utility service, Applicant declares that he/she/it is the owner of the property in question or a developer with legal contractual rights to develop the property. If the Applicant is not the landowner or developer, he/she/it must have written legal authority to make this application and to bind the landowner/developer to the terms of any resulting service contract. [Attach copy of sworn power of attorney]</p> <p>The information solicited below shall be the minimum information the Applicant shall be required to initiate non-standard service to the property in question. Applicant shall also be required to timely provide any additional information required by Utility and/or its designated consulting engineers to evaluate the service request, its effects on the Utility’s existing facilities and distribution system and its members, and any additional service capacities that might need to be developed to fulfill this request.</p> <p><b>This is only an application for Non-Standard Service. Utility is not obligated to provide service until the application has been evaluated; the Corporation’s Board of Directors have approved the Non-Standard Service Contract; all necessary costs and fees have been received by the Corporation; and the Non-Standard Service Contract has been executed by the Applicant and by the Board President or his designee.</b></p> <p>1.   <b>Applicant</b> Legal name: _____  Designated contact: _____  Physical address: _____  Mailing address: _____  Telephone: _____ Fax _____  Email: _____</p>		





2. **Landowner/Developer**

Legal name: \_\_\_\_\_

Designated contact: \_\_\_\_\_

Physical address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

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

☐ White, Not of  
Hispanic Origin

☐ Black, Not of  
Hispanic Origin

☐ American Indian or  
Alaskan Native

☐ Hispanic

☐ Asian or  
Pacific Islander

☐ Other  
(Specify)

3. **Responsible Engineer**

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

Firm: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

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

4. **Property**

Location: \_\_\_\_\_

Attach county or key map showing location of property.

Number of acres: \_\_\_\_\_

A map and description of the area to be served using map criteria in 30  
TAC §291.105(a)(2)(A–G)<sup>1</sup>

Is application being made for entire property? ☐ Yes ☐ No

If no, will there be phased development? ☐ Yes ☐ No

Number of Phases \_\_\_\_\_

Phases for which service is being requested in this application: \_\_\_\_\_

Attach plat of entire property with all phases clearly delineated on it. Plat must indicate where individual service locations are anticipated. If a location will require service at more than 15 gpm through a 5/8 x 3/4-inch meter, designate the location, type of water usage and AWWA flow capacity of all large meters that will be needed.

5. **Water Plan**

Applicant must submit a detail water service plan tied to a plat of the property delineating all phases, number of service locations in each phase, all large water users, and types of water uses to be located on the property.

This water service plan must state: the level (quantity and quality) and manner (facilities, supply, and costs) of service for current and projected needs, and the projected land uses that support

<sup>1</sup> Separate description not required if property completely within existing service area.





the requested level and manner of service  
Water volume and pressure requirements:  
Gallons: annual \_\_\_\_\_ highest day \_\_\_\_\_  
Flow in gpm: average daily \_\_\_\_\_ coincident peak: \_\_\_\_\_  
Pressures required in psi: low \_\_\_\_\_ average \_\_\_\_\_ high \_\_\_\_\_

Special service needs:

Type: \_\_\_\_\_  
Quantity: \_\_\_\_\_  
When needed: \_\_\_\_\_  
Where needed: \_\_\_\_\_

**6. Time Table**

Applicant must provide a statement of current needs, and a projection (Including dates) of future needs.

Commencement of construction on the property: \_\_\_\_\_

Commencement of construction on each phase: \_\_\_\_\_

Date water service is needed on the property? \_\_\_\_\_

Type and quantity of this initial service? \_\_\_\_\_

Time between commencement of construction on each phase and time actual delivered water service will be required: \_\_\_\_\_

**I CERTIFY, AS THE APPLICANT OR AS AN AUTHORIZED REPRESENTATIVE ON BEHALF OF THE APPLICANT THAT THE FOREGOING REPRESENTATIONS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT.**

**APPLICANT:**

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

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

DATE OF SUBMISSION TO UTILITY: \_\_\_\_\_

**Application Received by Utility:**

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

DATE OF RECEIPT BY UTILITY: \_\_\_\_\_

**Application fees<sup>2</sup>:**

Engineering: \_\_\_\_\_  
Or deposit of \$2,500.00

<sup>2</sup> Applicant will pay all reasonable and necessary costs incurred by Utility in evaluating and responding to this Non-Standard Service Application. If Applicant changes the original signed Non-Standard Service Agreement, Applicant will be required to submit a new Application for Non-Standard Service Agreement form and submit the required fee for such Application. The fees state above are only estimates required to start work.

In the even such fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation upon the Corporation's request all additional expenses that have been incurred by the Corporation and Corporation shall have no obligation to complete processing of the Application until all remaining expenses have been paid.





Legal: deposit of \_\_\_\_\_

**EL OSO WATER SUPPLY CORPORATION  
NON-STANDARD SERVICE INVESTIGATION AGREEMENT**

Exhibit "B" – Non-standard Service Requirements of the "Property"<sup>3</sup>

1. Type of permanent water utility service being requested (check all applicable):  
 Residential Subdivision \_\_\_\_\_ Apartments \_\_\_\_\_ Manufactured Home  
 Park \_\_\_\_\_ RV Park \_\_\_\_\_  
 Commercial or other uses: \_\_\_\_\_

2. Number of requested service connections (by anticipated meter size):

5/8-inch _____	¾-inch _____
1-inch _____	1 ½-inch _____
2-inch _____	3-inch _____
4-inch _____	6-inch _____
Other _____ size/type _____	

\*5/8-inch meters are available only for residential use.

3. Other desired domestic public water utility service needs:

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

4. Water volume and pressure requirements:

Gallons: Annual \_\_\_\_\_ Monthly \_\_\_\_\_ Highest Day \_\_\_\_\_

Pressure required: Low \_\_\_\_\_ Average \_\_\_\_\_ High \_\_\_\_\_

Special pressure requirements: \_\_\_\_\_

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

5. Additional reserved water capacities for other purposes are being requested?

☐ Yes ☐ No

If yes, the following capacities are needed: \_\_\_\_\_

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

6. Is public utility easement required?

☐ Yes ☐ No

Are required easements shown on Exhibit "A"? ☐ Yes ☐ No

If not, attach plat or diagram showing all required easements.

<sup>3</sup> Unless otherwise specified elsewhere in this Agreement, the retail public water utility service requirements set forth in this Exhibit "B" shall govern all aspects the parties' obligations one to the other. Unless it is clearly and unequivocally states in this Exhibit "B" that Developer is requesting additional reserved water capacities for other purposes, El Oso WSC shall only be obligated to provide the service capacities for domestic potable water service, under the 30 TAC Chapter 290, Subchapter D, for the number of consuming facilities, by meter size or GPM water demand, indicated in this Exhibit "B".





7. Is phased development of a larger tract planned? ☐ Yes ☐ No

Is phased water utility service requested?<sup>4</sup> ☐ Yes ☐ No

If phased service, number of phases? \_\_\_\_\_

Time intervals between phases: \_\_\_\_\_

8. Date domestic potable water service requested to begin: \_\_\_\_\_

9. Is non-potable construction or landscaping water service being requested?

☐ Yes ☐ No

If yes, date requested to begin: \_\_\_\_\_

Describe type and quantity of non-potable construction or landscaping water service being requested. \_\_\_\_\_

\_\_\_\_\_

10. Other terms unique to this non-standard service request:

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

Signed acceptance of information shown on Exhibit "B"

Applicant/Developer: \_\_\_\_\_

El Oso WSC Representative: \_\_\_\_\_

*This Institution is an Equal Opportunity Provider.*


*Esta institución es un proveedor de servicios con igualdad de oportunidades.*

<sup>4</sup> If the property is to be developed in phases and the Developer desires the water system to be constructed in corresponding phases and such phased construction is deemed desirable and acceptable to El Oso WSC at its sole discretion, Developer shall be required to execute a separate Non-Standard Service Agreement for each development and construction phase. Information on all phases is being requested to assist El Oso WSC plan for its long-term capacity requirements. No reservations of water service capacities will be made for future phases.





## 8. Standard Service Investigation Study (Hydro Study)

	<h2 style="margin: 0;">EL OSO</h2> <h3 style="margin: 0;">WATER SUPPLY CORPORATION</h3>	<small>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com</small>								
<b>SERVICE INVESTIGATION STUDY / ENGINEER METER APPROVAL FOR STANDARED SERVICE REQUEST</b>										
<div style="text-align: right; margin-bottom: 10px;">Application Number: _____</div> <p>I, _____ am requesting an estimate to service the following property with water service from El Oso WSC / Fashing Peggy WSC, a non-profit, member-owned water supplier. This review consists of computer modeling to determine the impact on the system and any recommended system upgrade with cost estimate, if applicable. It is conducted by our serving Engineer of Record.</p> <p><b>Physical Meter Location:</b> _____ (Include plat for meter location)</p> <p><b>Requester's Name:</b> _____</p> <p><b>Requester's Phone #:</b> _____</p> <p><b>Mailing Address:</b> _____</p> <p>Processing Fee: <b>\$125.00 Non-Refundable</b> <b>Fee will be used to complete an engineering study to determine water availability and develop an estimate for water service or to re-establish service.</b></p> <p>Engineering Study is normally completed within 15 business days and is used as a basis to develop the estimate to provide water service to the property. The estimate will be mailed or a telephone consultation is available upon request. (     ) Please call me with estimate). The estimate and water availability report will expire 30 days after the member receives the estimate. If the applicant does not secure service within the 30 days from the date the estimate was presented to them, an additional \$125.00 fee will need to be initiated unless the applicant calls and is granted an extension. Extensions will be given in thirty (30) day increments as long as the applicant calls prior to the old estimate expiring. When an application extension is granted, cost increase can be added to the estimate.</p> <p>I, the undersigned, understand the contents of this request and attest that the property to which this study is applicable is not part of a division of property.</p> <table style="width: 100%; margin-top: 20px;"><tr><td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Requester's Signature</td><td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Date</td></tr><tr><td colspan="2" style="border-bottom: 1px solid black; text-align: center;">El Oso WSC Representative</td></tr></table> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"><p>Office Personnel Initials: _____</p><table style="width: 100%;"><tr><td style="width: 50%;">Payment Form: Check # _____</td><td style="width: 50%;">MO# _____</td></tr><tr><td>Cash: _____</td><td>CC _____</td></tr></table></div>			Requester's Signature	Date	El Oso WSC Representative		Payment Form: Check # _____	MO# _____	Cash: _____	CC _____
Requester's Signature	Date									
El Oso WSC Representative										
Payment Form: Check # _____	MO# _____									
Cash: _____	CC _____									





To Be Completed by Office Personnel:

**DATE AND TIME ESTIMATE WAS PRESENTED:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**METHOD:** Mail or Phone

**Name of Person Presented to:** \_\_\_\_\_

**FOR OFFICE PERSONNEL ONLY:**

**Initials**

Extension granted on \_\_\_\_\_ and will expire on \_\_\_\_\_ (    )

Extension granted on \_\_\_\_\_ and will expire on \_\_\_\_\_ (    )

Extension granted on \_\_\_\_\_ and will expire on \_\_\_\_\_ (    )

Extension granted on \_\_\_\_\_ and will expire on \_\_\_\_\_ (    )

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## **SECTION J. MISCELLANEOUS FORMS AND NOTICES**






## 1. Alternate Billing Agreement for Rental Accounts

 <b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>		4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com									
<b>ALTERNATE BILLING AUTHORIZATION FOR RENTAL ACCOUNTS</b>											
<b>MEMBER/LANDLORD INFORMATION</b>											
Member Name (Please Print)	Date										
Member's Mailing Address	City, State, Zip Code										
Member's Telephone Number	Member's Email Address										
Service/Location Address (location Number)	Member's Account Number										
<b>RENTER'S INFORMATION</b>											
Renter(s) Name(s)											
Renter's Mailing Address	City, State, Zip Code										
Renter's Telephone Number	Renter's Email Address										
<b>MEMBER/LANDLORD AGREEMENT</b>											
<p>I hereby authorize El Oso Water Supply Corporation to send the bills on my account to the person(s) and address above (Renter's Information) until further written notice.</p> <p>I understand that El Oso Water Supply Corporation will bill the renter/lessee named above for water service as a third party, but I, as the Member, am fully responsible for any and all unpaid bills left by the renter/lessee. I shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of any past due bill. Should this account become delinquent, water service will be subject to termination under the policies of the Corporation, and shall not be reinstated until all debt to the Corporation has been paid. The Corporation will notify me, the Member, of the renter's/lessee's past due account status subject to disconnection of service.</p> <p>I understand that I must sign a new "Alternate Billing Authorization" each time I want the billing information changed. If the person(s) authorized to receive the billing notifies the Corporation to take a final reading, the billing will automatically revert back to me, the Member.</p>											
<b>MEMBER SIGNATURE AUTHORIZATION</b>											
Signature		Date of Signature									
<p>The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against individuals 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 individuals on the basis of visual observation or surname.</p> <table border="0"><tr><td><input type="checkbox"/> To Opt Out Check Here</td><td><input type="checkbox"/> White, Not of Hispanic Origin</td><td><input type="checkbox"/> Asian or Pacific Islander</td></tr><tr><td><input type="checkbox"/> Male</td><td><input type="checkbox"/> Black, Not of Hispanic Origin</td><td><input type="checkbox"/> Hispanic</td></tr><tr><td><input type="checkbox"/> Female</td><td><input type="checkbox"/> American Indian or Alaskan Native</td><td><input type="checkbox"/> Other (Specify) _____</td></tr></table>			<input type="checkbox"/> To Opt Out Check Here	<input type="checkbox"/> White, Not of Hispanic Origin	<input type="checkbox"/> Asian or Pacific Islander	<input type="checkbox"/> Male	<input type="checkbox"/> Black, Not of Hispanic Origin	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Female	<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> Other (Specify) _____
<input type="checkbox"/> To Opt Out Check Here	<input type="checkbox"/> White, Not of Hispanic Origin	<input type="checkbox"/> Asian or Pacific Islander									
<input type="checkbox"/> Male	<input type="checkbox"/> Black, Not of Hispanic Origin	<input type="checkbox"/> Hispanic									
<input type="checkbox"/> Female	<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> Other (Specify) _____									
<p><i>This Institution is an Equal Opportunity Provider.</i> <i>Esta Institucion es un proveedor de servicios con igualdad de oportunidades.</i></p>											






## 2. Renter's Billing Agreement

		<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>		4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com										
<b>RENTER'S BILLING AGREEMENT</b>														
<b>RENTER INFORMATION</b>														
Renter(s) Name (Please Print)				Date										
Renter's Mailing Address			City, State, Zip Code											
Renter's Telephone Number			E-Mail Address											
Service/Location Address (Location Number)														
<b>LANDLORD INFORMATION</b>														
Landlord/Member's Name			Member's Account Number											
Member's Address			Member's Telephone											
<b>RENTER AGREEMENT</b>														
<p>As the Renter(s), I (we) agree to make the monthly payments for the water usage during the duration of my (our) renting/leasing time.</p> <p>I (we) are aware that once our lease agreement is up, it is our responsibility to inform El Oso Water Supply Corporation so that a final bill can be issued. If not promptly notified, I (we) will remain responsible for any unpaid water usage.</p>														
<b>RENTER(S)/LESSEE(S) SIGNATURE AUTHORIZATION</b>														
Signature			Date of Signature											
<p>The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against individuals 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 individuals on the basis of visual observation or surname.</p> <table border="0"><tr><td><input type="checkbox"/> To Opt Out Check Here</td><td><input type="checkbox"/> White, Not of Hispanic Origin</td><td><input type="checkbox"/> Asian or Pacific Islander</td></tr><tr><td><input type="checkbox"/> Male</td><td><input type="checkbox"/> Black, Not of Hispanic Origin</td><td><input type="checkbox"/> Hispanic</td></tr><tr><td><input type="checkbox"/> Female</td><td><input type="checkbox"/> American Indian or Alaskan Native</td><td><input type="checkbox"/> Other (Specify) _____</td></tr></table>						<input type="checkbox"/> To Opt Out Check Here	<input type="checkbox"/> White, Not of Hispanic Origin	<input type="checkbox"/> Asian or Pacific Islander	<input type="checkbox"/> Male	<input type="checkbox"/> Black, Not of Hispanic Origin	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Female	<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> Other (Specify) _____
<input type="checkbox"/> To Opt Out Check Here	<input type="checkbox"/> White, Not of Hispanic Origin	<input type="checkbox"/> Asian or Pacific Islander												
<input type="checkbox"/> Male	<input type="checkbox"/> Black, Not of Hispanic Origin	<input type="checkbox"/> Hispanic												
<input type="checkbox"/> Female	<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> Other (Specify) _____												
<p><i>This Institution is an Equal Opportunity Provider.</i> <i>Esta Institucion es un proveedor de servicios con igualdad de oportunidades.</i></p>														






3. Member/Applicant Emergency Request Agreement

	<h2 style="margin: 0;">EL OSO</h2> <h3 style="margin: 0;">WATER SUPPLY CORPORATION</h3>	<small>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com</small>																								
<b>MEMBER/APPLICANT EMERGENCY REQUEST AGREEMENT</b>																										
<p>Member/Applicant: _____ Account Number(s) _____ Phone: _____ Email: _____</p> <p>I, the member/applicant, request that the Corporation notify the person(s) listed below, OR turn off meter service <b>IF I AM NOT AVAILABLE</b>.</p> <p>In case of emergency contact:</p> <table style="width: 100%;"><tr><td style="width: 5%;">1.</td><td style="width: 45%;">Name: _____</td><td style="width: 50%;">Phone No: _____</td></tr><tr><td></td><td>Email: _____</td><td></td></tr><tr><td>2.</td><td>Name: _____</td><td>Phone No: _____</td></tr><tr><td></td><td>Email: _____</td><td></td></tr><tr><td>3.</td><td>Name: _____</td><td>Phone No: _____</td></tr><tr><td></td><td>Email: _____</td><td></td></tr></table> <p><input type="checkbox"/> YES or <input type="checkbox"/> NO I hereby authorize the El Oso WSC personnel to TURN OFF METER VALVE in case of a leak or other type of emergency on my property.</p> <p><b>I also understand and acknowledge that the Corporation is under no obligation or liability to look for any leaks occurring on my property and that the Corporation may not know when or if a leak is on my property.</b></p> <table style="width: 100%;"><tr><td style="width: 60%;">Member/Applicant: _____</td><td style="width: 40%;">DATE: _____</td></tr><tr><td>Member/Applicant's Designee: _____</td><td>DATE: _____</td></tr><tr><td>Corporation Witness: _____</td><td>DATE: _____</td></tr></table> <p style="font-size: small; margin-top: 20px;"><i>This institution is an Equal Opportunity Provider Esta institución es un proveedor de servicios con igualdad de oportunidades.</i></p>			1.	Name: _____	Phone No: _____		Email: _____		2.	Name: _____	Phone No: _____		Email: _____		3.	Name: _____	Phone No: _____		Email: _____		Member/Applicant: _____	DATE: _____	Member/Applicant's Designee: _____	DATE: _____	Corporation Witness: _____	DATE: _____
1.	Name: _____	Phone No: _____																								
	Email: _____																									
2.	Name: _____	Phone No: _____																								
	Email: _____																									
3.	Name: _____	Phone No: _____																								
	Email: _____																									
Member/Applicant: _____	DATE: _____																									
Member/Applicant's Designee: _____	DATE: _____																									
Corporation Witness: _____	DATE: _____																									





4. Confidentiality Agreement

	<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>	<small>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com</small>
<b>CONFIDENTIALITY AGREEMENT</b>		
<b>YOU CAN NOW REQUEST THAT PERSONAL INFORMATION CONTAINED IN OUR UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS</b>		
<p>The Texas Legislature enacted HB 859, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential [TX Utility Code Confidential, Subchapter B. 182.052(a)]</p> <p>Your response is not necessary if you do not want this service.</p>		
<b>WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.</b>		
<p>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. However, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member on a list to be made available to the Corporation's voting members, their agents, or attorneys, in connection with any meeting of the Corporation's members.</p>		
<b>MY RECORDS BE KEPT:</b>		
<input type="checkbox"/> Confidential <input type="checkbox"/> Open		
<b>SIGNATURE</b>		
Print Member's Name _____		Member Account Number(s) _____
Member's Signature _____		Date _____
<small><i>This Institution is an Equal Opportunity Provider. Esta Institucion es un proveedor de servicios con igualdad de oportunidades.</i></small>		





5. Customer Notice of Water Rationing



**EL OSO WATER SUPPLY CORPORATION**

P.O. Box 309 ~ Karnes City, Texas 78118-0309

4098 S. Hwy 181 ~ Kenedy, Texas 78119

*"This institution is an equal opportunity provider, and employer."*

(830) 583-3543

Fax (830) 583-3550

email: [elosowsc@elosowater.com](mailto:elosowsc@elosowater.com)

**NOTICE FOR WATER RATIONING**

Click & Select Drop Down Arrow to Select Today's Date

Customers of El Oso 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 **Click to Select Stage #.** – **Click to add additional info** allocations will begin on **Click & Select Down Arrow to Select Date** and will be in effect no later than **Click & Select Down Arrow to Select Date**, or until the situation improves.

Stage **Click to Select Stage #.** allocation restricts your water use as follows:

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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 rationing 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,

General Manager  
El Oso Water Supply Corporation

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6. Customer Notice of Violation



(830) 583-3543

## EL OSO WATER SUPPLY CORPORATION

P.O. Box 309 ~ Karnes City, Texas 78118-0309

4098 S. Hwy 181 ~ Kenedy, Texas 78119

*"This institution is an equal opportunity provider, and employer."*

Fax (830) 583-3550

email: [elosowsc@elosowater.com](mailto:elosowsc@elosowater.com)

### NOTICE OF WATER RATIONING VIOLATION

Click & Select Down Arrow to Select Today's Date

Click to enter Recipient Name

Click to enter Address Line 1

Click to enter City, State & Zip Code

Customer Account Number: Click to enter Account Number

This letter is a notice of violation of water rationing. On **Click Down Arrow to Select Date** it was determined that you violated the restrictions on your water use, which are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, **Click to Add Description of Violation**. You were notified of the restriction on your water use, and the penalties for violating this restriction, on **Click Down Arrow to Select Date** (see attached copy of Customer Notice of Water Rationing.).

You are directed immediately to restrict your water use under the allocation stated in the previous notice.

You will be assessed a penalty in the amount specified in the Corporation's Tariff for any subsequent violations. If you fail to pay any penalties, your water service may be terminated. In addition, your water service may be temporarily terminated for continued 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.

We appreciate your cooperation.

Sincerely,

General Manager  
El Oso Water Supply Corporation

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## 7. Customer Notice of 2nd Violation and Penalty



### EL OSO WATER SUPPLY CORPORATION

P.O. Box 309 ~ Karnes City, Texas 78118-0309

4098 S. Hwy 181 ~ Kenedy, Texas 78119

*"This institution is an equal opportunity provider, and employer."*

(830) 583-3543

Fax (830) 583-3550

email: [elosowsc@elosowater.com](mailto:elosowsc@elosowater.com)

#### NOTICE OF WATER RATIONING SECOND VIOLATION AND PENALTY

**Click & Select Down Arrow to Select Today's Date**

**Click to enter Recipient Name**

**Click to enter Address Line 1**

**Click to enter City, State & Zip Code**

**Customer Account Number: Click to enter Account Number**

This is a notice that on **Click Down Arrow to Select Date** it was determined you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically **Click to Type in Description of Violation**, ,.

**This is the SECOND violation.** You were notified of a previous violation on **Click Down Arrow to Select Date** (see attached copy of Notice of Water Rationing Violation, previously sent. Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of **Click to Type in Penalty Charge Amount**, to be received in the Corporation's business office no later than **Click Down Arrow to Select Date & Time**. Failure to pay this penalty by this date and time will result in termination 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 to you. You were directed to do so in the previous Notice of Violation. **Accordingly, you will be assessed an additional, and more severe, penalty for any violation following this Notice.** Continued violations may result in termination 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. Your cooperation is appreciated.

Sincerely,

General Manager

El Oso Water Supply Corporation

*This Institution is an Equal Opportunity Provider.*

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8. Customer Notice of Subsequent Violation and Penalty



**EL OSO WATER SUPPLY CORPORATION**

P.O. Box 309 ~ Karnes City, Texas 78118-0309

4098 S. Hwy 181 ~ Kenedy, Texas 78119

*"This institution is an equal opportunity provider, and employer."*

(830) 583-3543

Fax (830) 583-3550

email: [elosowsc@elosowater.com](mailto:elosowsc@elosowater.com)

**NOTICE OF WATER RATIONING SUBSEQUENT VIOLATION AND PENALTY**

**Click & Select Down Arrow to Select Today's Date**

**Click to enter Recipient Name**

**Click to enter Address Line 1**

**Click to enter City, State & Zip Code**

**Customer Account Number: Click to enter Account Number**

This is a notice that on **Click Down Arrow to Select Date** it was determined you violated the allocation restricting your water use which is required under the Corporation's Drought Contingency and Emergency Water Demand Plan. Specifically, **Click to Type in Description of 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 **Click Down Arrow to Select Date** (see attached copy of 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 **Click to Type in Penalty Charge Amount** to be received in the Corporation's business office no later than **Click Down Arrow to Select Date & Time**. Failure to pay this penalty by this date and time will result in termination 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.

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 twice previously. **Additional penalties will be assessed for additional violations. In addition to these penalties, YOUR WATER SERVICE WILL BE TERMINATED 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 El Oso Water Supply Corporation and its members.

Sincerely,

General Manager  
El Oso Water Supply Corporation

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9. Customer Notice of Termination for Violation of Rationing Rules



**EL OSO WATER SUPPLY CORPORATION**

P.O. Box 309 ~ Karnes City, Texas 78118-0309

4098 S. Hwy 181 ~ Kenedy, Texas 78119

*"This institution is an equal opportunity provider, and employer."*

(830) 583-3543

Fax (830) 583-3550

email: [elosowsc@elosowater.com](mailto:elosowsc@elosowater.com)

**NOTICE OF TERMINATION FOR VIOLATION OF RATIONING RULES**

Click & Select Down Arrow to Select Today's Date

Click to enter Recipient Name

Click to enter Address Line 1

Click to enter City, State & Zip Code

Customer Account Number: Click to enter Account Number

Date Of Scheduled Termination: Click to enter Termination Date

You are hereby notified that on **Click Down Arrow to Select Date** 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, **Click to Type Description of Violation**.

**There have been repeated violations.** You previously have been notified of violations on **Click Down Arrow to Select Date**, and **Click Down Arrow to Select Date**. Because these violations have continued, and as provided under Section H of the Corporation's Tariff, your water service will be terminated on **Click Down Arrow to Select Date**. Your service will not be restored until **Click Down Arrow to Select Date** and only after payment of a charge for the service call to restore your service. Additional violations thereafter will result in additional suspensions of your water service.

If any penalties or other charges, including monthly bills, are outstanding, you will be required to fully pay these as well before your service will be restored.

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,

General Manager

El Oso Water Supply Corporation

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10. Notice of Prohibition of Multiple Connections to a Single Tap



**EL OSO WATER SUPPLY CORPORATION**

P.O. Box 309 ~ Karnes City, Texas 78118-0309

4098 S. Hwy 181 ~ Kenedy, Texas 78119

*"This institution is an equal opportunity provider, and employer."*

(830) 583-3543

Fax (830) 583-3550

email: [elosowsc@elosowater.com](mailto:elosowsc@elosowater.com)

**NOTICE OF PROHIBITION OF MULTIPLE CONNCECTIONS TO A SINGLE TAP**

Click & Select Down Arrow to Select Today's Date

Click to enter Recipient Name

Click to enter Address Line 1

Click to enter City, State & Zip Code

Customer Account Number: Click to enter Account Number

You are hereby notified that El Oso Water Supply Corporation ("Corporation") has sufficient reason to believe a Multiple Connection exists on your property at **Click to Type in Meter Location Address** in violation of the Corporation's tariff, Section E Prohibition of Multiple Connections. Pursuant to the tariff, no more than one (1) residential, commercial, or industrial service connection is allowed per meter or sewer tap.

The Corporation shall discontinue service under the Disconnection with Notice provisions of the Corporation's tariff if the Multiple Connection is not rectified within ten days of the date of this notice.

See also 30 Texas Administrative Code 290.38(15) and 290.44(d)(4) and Texas Commission on Environmental Quality's Regulatory Guidance document number RG-219 attached.

Sincerely,

General Manager

El Oso Water Supply Corporation

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**TCEQ REGULATORY GUIDANCE**

Water Supply Division

RG-219 • May 2008

## One Meter per Residence Requirements

It is important for water customers to receive a continuous and adequate supply of water. It is equally important for retail public utilities to have adequate measures in place to help ensure that each water customer receives an adequate supply of water that is protected from contamination from external sources. To help achieve this, rules have been written for the protection of both the customer and the utilities that call for one meter per residence or per commercial connection. The following are excerpts from TCEQ rules. The numbers and letters in brackets indicate where these rules can be found in the Texas Administrative Code (30 TAC).

**These rules apply to public water utilities:**

One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The executive director may grant an exception to the individual meter requirement if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in unreasonable disruption of

the customary use of the property.

[291.89(a)(4)]

Use of meter. All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [291.89(a)(1)]

**These rules apply to retail public utilities and public water systems:**

Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data. [290.44(d)(4)]

Connection - A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [290.38]

**Questions? Contact the Consumer**

Assistance group, Water Supply Division, at 512-239-4691 (fax, 512-239-6145) or by mail at this address: Consumer Assistance MC 153  
TCEQ  
PO Box 13087  
Austin TX 78711-3087

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY • PO BOX 13087 • AUSTIN, TX 78711-3087

The TCEQ is an equal opportunity employer. The agency does not allow discrimination on the basis of race, color, religion, national origin, sex, disability, age, sexual orientation, or veteran status. In compliance with the Americans with Disabilities Act, this document may be requested in alternate formats by contacting the TCEQ at 512-239-6028, fax 512-239-6148, or 1-800-RELAY-TX (TDD), or by visiting PO Box 13087, Austin TX 78711-3087. We authorize you to use or reproduce any original material contained in this publication — that is, any material we did not obtain from other sources. Please acknowledge the TCEQ as your source. Printed on recycled paper.





A PUBLICATION OF THE PUBLIC UTILITY COMMISSION OF TEXAS

# UTILI-FACTS

## One meter per residence requirements

It is important for water customers to receive a continuous and adequate supply of water. It is equally important for retail public utilities to have adequate measures in place to help ensure that



each water customer receives an adequate supply of water that is protected from contamination from external sources. To help achieve this, rules have been written for the protection of both the customer and the utilities that call for one meter

per residence or per commercial connection. The following are excerpts from the Public Utility Commission of Texas' (PUCT) rules. The numbers and letters in brackets indicate where these rules can be found in the PUCT's rule.

These rules apply to retail public water utilities:

One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The Commission may grant an exception to the individual meter requirements if the plumbing of an existing multiple use or multiple occupant building would prohibit the instal-

lation of individual meters at a reasonable cost or would result in unreasonable disruption of the customary use of the property. [Title 16, Texas Administrative Code (16 TAC), Section 24.89(a)(4)]

**Use of meter** – All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [16 TAC, Section 24.89(a)(1)]

Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data [30 TAC, Section 290.44(d)(4)]

**Connection** – A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [30 TAC, Section 290.38]

### Questions?


Contact the PUCT's Customer Protection Division by phone toll-free at 888-782-8477 (fax: 512-936-7003) or by mail at this address:

Public Utility Commission of Texas  
Customer Protection Division  
P.O. Box 13326  
Austin, TX 78711-3326





## 11. Installment Agreement For Capital Improvement

	<h2 style="margin: 0;">EL OSO</h2> <h3 style="margin: 0;">WATER SUPPLY CORPORATION</h3>	4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 <a href="http://www.elosowater.com">www.elosowater.com</a>
<b>INSTALLMENT AGREEMENT</b>		
<p>AN AGREEMENT made this ____ day of _____, 20____, between El Oso 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).</p> <p>By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service rates, fees, and charges, as set forth in the Corporation's Tariff, until the _____ (Capital Improvement Fee) is paid in full. Any fees normally assessed by the Corporation on any unpaid balance shall apply to the declining unpaid balance.</p> <p>Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff.</p> <p>APPROVED AND ACCEPTED this ____ day of _____, 20____ at the regular monthly meeting of the Board of Directors of the El Oso Water Supply Corporation.</p> <div style="text-align: right; margin-top: 20px;">       _____        President, El Oso WSC     </div> <p>STATE OF TEXAS        COUNTY OF _____</p> <p>This instrument was acknowledged before me on this ____, day of _____, 20__ by _____, President on behalf of El Oso Water Supply Corporation.</p> <p>(Seal)</p> <div style="text-align: right; margin-top: 20px;">       _____        Notary Public Signature     </div> <div style="text-align: right; margin-top: 20px;">       _____        Secretary/Treasurer, El Oso WSC     </div> <p>STATE OF TEXAS        COUNTY OF _____</p> <p>This instrument was acknowledged before me on this ____, day of _____, 20__ by _____, Secretary/Treasurer on behalf of El Oso Water Supply Corporation.</p> <p>(Seal)</p> <div style="text-align: right; margin-top: 20px;">       _____        Notary Public Signature     </div>		





\_\_\_\_\_  
Member/Applicant

STATE OF TEXAS

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

This instrument was acknowledged before me on this \_\_\_\_, day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, El Oso Water Supply Corporation Member/Applicant.

(Seal)


\_\_\_\_\_  
Notary Public Signature

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Esta institución es un proveedor de servicios con igualdad de oportunidades.*






## 12. Deferred Payment Plan Application

		<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>	<small>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com</small>
<b>PAYMENT PLAN APPLICATION</b>			
<b>MEMBER INFORMATION</b>			
<small>Member Name (Please Print)</small>		<small>Member Account Number</small>	<small>Date</small>
<small>Member's Mailing Address</small>		<small>City, State, Zip Code</small>	
<small>Member's Telephone Number</small>		<small>Member's Email Address</small>	
<b>MONTHLY PAYMENT PLAN</b> <b>(Must be submitted before the due date.)</b>			
<b>Reason for Request:</b>			
<div style="display: flex; justify-content: space-around;"><span><input type="checkbox"/> Loss of Income</span><span><input type="checkbox"/> High Bill</span><span><input type="checkbox"/> Leak</span></div>			
Total Amount Deferring: _____ for _____ months.			
Total Monthly Payment: _____ Plus Monthly Water Sales			
Beginning with Bill Due: _____			
<div style="margin-top: 10px;"><div>1    Payment Plans are cancelled and become due in full if paid after the 15th of each month.</div><div>2    Payment plans will not be approved after the amount has become delinquent.</div><div>3    Member must be on the system for a minimum of six (6) months.</div><div>4    Only a Member may apply for the payment plan, renters must request owners to apply.</div><div>5    Payment Plans are not final and are subject to change upon review by Management.</div></div>			
<small>Member Signature</small>		<small>Date</small>	
<small>General Manager/Office Manager</small>		<small>Date Approved</small>	
<div><input type="checkbox"/> Approved <input type="checkbox"/> Disapproved</div>			
<p>Please read and then initial next to the line number for each of the following statements. Failure to do so will void this agreement.</p> <div style="margin-top: 10px;"><div>_____ 1. I understand that if I do not pay my payment plan plus my current monthly statement by the 15th of each month, that this agreement will become void and the total amount due on my account will be due.</div><div>_____ 2. Any delinquent account is subject to disconnection on the 25th of each month.</div><div>_____ 3. Renters are not allowed to apply for payment plans, I am the member and property owner</div><div>_____ 4. I understand that I cannot pay off the balance early, unless prearranged with El Oso Water Corporation</div></div>			
<div style="margin-top: 10px;"><b><i>This institution is an Equal Opportunity Provider.</i></b> <b><i>Esta institución es un proveedor de servicios con igualdad de oportunidades.</i></b></div>			





## 13. Line Extension Refund Agreement

	<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>	<small>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com</small>												
<b>LINE EXTENSION REFUND AGREEMENT</b>														
<p>The El Oso 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 constructions 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 with _____ days of receipt.</p> <p>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 of the Corporation may charge applicants for service from said line extension.</p> <p>This agreement entered into on the ____ day of _____ in the year of _____ by:</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;">El Oso Water Supply Corporation</td><td style="width: 50%; vertical-align: top;">Member/Applicant</td></tr><tr><td style="border-top: 1px solid black; padding-top: 5px;">Print Name (El Oso WSC)</td><td style="border-top: 1px solid black; padding-top: 5px;">Print Name (Member/Applicant)</td></tr><tr><td style="border-top: 1px solid black; padding-top: 5px;">Signed by President</td><td style="border-top: 1px solid black; padding-top: 5px;">Signed by Applicant</td></tr><tr><td style="border-top: 1px solid black; padding-top: 5px;">Address</td><td style="border-top: 1px solid black; padding-top: 5px;">Address</td></tr><tr><td style="border-top: 1px solid black; padding-top: 5px;">City                                  Zip</td><td style="border-top: 1px solid black; padding-top: 5px;">City                                  Zip Code</td></tr><tr><td style="border-top: 1px solid black; padding-top: 5px;">Date filed: ____/____/____</td><td style="border-top: 1px solid black; padding-top: 5px;">Witness Signature</td></tr></table>			El Oso Water Supply Corporation	Member/Applicant	Print Name (El Oso WSC)	Print Name (Member/Applicant)	Signed by President	Signed by Applicant	Address	Address	City                                  Zip	City                                  Zip Code	Date filed: ____/____/____	Witness Signature
El Oso Water Supply Corporation	Member/Applicant													
Print Name (El Oso WSC)	Print Name (Member/Applicant)													
Signed by President	Signed by Applicant													
Address	Address													
City                                  Zip	City                                  Zip Code													
Date filed: ____/____/____	Witness Signature													
<small><i>This institution is an Equal Opportunity Provider. Esta institución es un proveedor de servicios con igualdad de oportunidades.</i></small>														





14. Membership Mortgage Agreement



**EL OSO**  
**WATER SUPPLY CORPORATION**

4098 South Hwy 181  
Kenedy, TX 78119  
830-583-3543  
Fax: 830-583-3550  
www.elosowater.com

**MEMBERSHIP MORTGAGE AGREEMENT**

This agreement hereby verifies that El Oso Water Supply Corporation provides or is able to provide utility service under the terms and conditions of its Tariff to the property so designated in this agreement.

El Oso Water Supply Corporation does meet the service requirements of the Texas Commission on Environmental Quality and currently holds all authorization or certification required.

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

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

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

Legal Description of Property:

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
EL OSO WSC Representativa

\_\_\_\_\_  
Date

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

*This institution is an Equal Opportunity Provider.  
Esta institución es un proveedor de servicios con igualdad de oportunidades.*





## 15. Agreement to Provide Fill for Certain Fire Vehicles

STATE OF TEXAS

\_\_\_\_\_ COUNTY

AGREEMENT TO PROVIDE FILL FOR  
CERTAIN FIRE VEHICLES  
IN DESIGNATED AREAS

This Agreement ("Agreement") is executed by and between \_\_\_\_\_ Volunteer Fire Department ("Department"), an emergency service organization, and El Oso Water Supply Corporation ("Corporation"), a nonprofit water supply corporation organized and operating under the provisions of Chapter 67, Texas Water Code and the Non-Profit Corporations Act, articles 1396-1.01, et seq., for the purposes and consideration set forth herein.

### RECITALS

WHEREAS Department is a volunteer fire department organized and operating under the provisions of \_\_\_\_\_ and within the meaning of Section 101.001(3)(C), Civil Practice and Remedies Code; and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Water Code and the Non-Profit Corporation Act, and furnishes a water supply in \_\_\_\_\_ County and specifically in the area described in Texas Commission on Environmental Quality ("TCEQ") 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), Water Code:





PARTIES

- 1.1 This Agreement is entered into by and between \_\_\_\_\_ Volunteer Fire Department, domiciled and conducting business in \_\_\_\_\_ County, Texas, and El Oso Water Supply Corporation, domiciled and conducting business in \_\_\_\_\_ County, Texas.
- 1.2 Department is authorized to enter into this Agreement pursuant to \_\_\_\_\_.
- 1.3 Corporation is authorized to enter into this Agreement pursuant to Sections 67.010 and 67.0105, Water Code.

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.
- 2.6 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.





- 2.9 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.

El Oso Water Supply Corporation

\_\_\_\_\_ Volunteer Fire  
Department


By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Date: \_\_\_\_\_





## 16. Meter Test Authorization and Test Report

	<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>	<small>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com</small>									
<b>METER TEST AUTHORIZATION AND TEST REPORT</b>											
<p>NAME: _____</p> <p>ADDRESS: _____</p> <p>DATE OF REQUEST: _____ PHONE NUMBER (DAY): _____</p> <p>ACCOUNT NUMBER: _____ METER SERIAL NUMBER: _____</p> <p>REASONS FOR REQUEST: _____</p> <p>_____</p> <p>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 \$70.00 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.</p> <p style="text-align: center;">_____ Signed by Member</p> <p style="text-align: center;"><b>TEST RESULTS</b></p> <table style="width: 100%;"><tr><td style="width: 40%;">Low Flow (1/4 GPM)</td><td style="width: 10%;">_____ %</td><td style="width: 50%;">AWWA Standard 97.0 - 103.0 %</td></tr><tr><td>Intermediate (2 GPM)</td><td>_____ %</td><td>AWWA Standard 98.5 - 101.5 %</td></tr><tr><td>High Flow (10 GPM)</td><td>_____ %</td><td>AWWA standard 98.5 - 101.5 %</td></tr></table> <p>Register test _____ minutes at _____ gallons per minute recorded per _____ gallons.</p> <p style="padding-left: 40px;">Meter tests accurately; no adjustments due.</p> <p style="padding-left: 40px;">Meter tests high; adjustment due on water charges by _____ %</p> <p style="padding-left: 40px;">Meter tests low; no adjustment due.</p> <p>Test conducted by _____ Approved</p> <p><small><i>This institution is an Equal Opportunity Provider. Esta institución es un proveedor de servicios con igualdad de oportunidades.</i></small></p>			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 %
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 %									





17. Notice to Owner of Rental Property



**EL OSO WATER SUPPLY CORPORATION**

P.O. Box 309 ~ Karnes City, Texas 78118-0309

4098 S. Hwy 181 ~ Kenedy, Texas 78119

*"This institution is an equal opportunity provider, and employer."*

(830) 583-3543

Fax (830) 583-3550

email: [elosowsc@elosowater.com](mailto:elosowsc@elosowater.com)

**NOTICE TO OWNER OF RENTAL PROPERTY**

Click & Select Down Arrow to Select Today's Date

Click to enter Recipient Name

Click to enter Address Line 1

Click to enter City, State & Zip Code

Customer Account Number: Click to enter Account Number

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 \$5.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) 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 services charges: **Click to Enter Amount of \$\$\$ Due**

Final Due Date: **Click & Select Down Arrow to Select Due Date**

El Oso Water Supply Corporation Management





18. Notice of Requirement to Comply with the Subdivision and Service Extension Policy

	<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>	4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com
<b>NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY</b>		
<p>Pursuant to Chapter 13.2502 of the Texas Water Code, El Oso Water Supply Corporation and hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of El Oso Water Supply Corporation, Certificate of Convenience and Necessity No. 10570, in Karnes, Wilson, Bee, Live Oak and Atascosa Counties 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 El Oso Water Supply Corporation's tariff.</p> <p>El Oso Water Supply Corporation is not required to extend retail water utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.</p> <p>Applicable elements of the Subdivision include:</p> <ul style="list-style-type: none"><li>• Evaluation by El Oso Water Supply Corporation of the impact a proposed subdivision service extension will make on El Oso Water Supply Corporation's water supply system and payment of the costs for this evaluation;</li><li>• Payment of reasonable costs or fees by the developer for providing water supply service capacity;</li><li>• Forfeiture of reserved water supply capacity for failure to pay applicable fees;</li><li>• Payment of costs of any improvements to El Oso Water Supply Corporation's system that are necessary to provide the water service;</li><li>• Construction according to design approved by El Oso Water Supply Corporation and dedication by the developer of water facilities within the subdivision following inspection.</li></ul> <p>El Oso Water Supply Corporation's tariff and a map showing El Oso Water Supply Corporation's service area may be reviewed at El Oso Water Supply Corporation's office located at 4098 S. Hwy 181, Kenedy, Texas 78119; tariff/policy and service area map also are filed 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 Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.</p> <p><small><i>This institution is an Equal Opportunity Provider. Esta institución es un proveedor de servicios con igualdad de oportunidades.</i></small></p>		





19. Notice of Returned Check



**EL OSO WATER SUPPLY CORPORATION**

P.O. Box 309 ~ Karnes City, Texas 78118-0309

4098 S. Hwy 181 ~ Kenedy, Texas 78119

*"This institution is an equal opportunity provider, and employer."*

(830) 583-3543

Fax (830) 583-3550

email: [elosowsc@elosowater.com](mailto:elosowsc@elosowater.com)

**NOTICE OF RETURNED CHECK**

Click & Select Down Arrow to Select Today's Date

Click to enter Recipient Name

Click to enter Address Line 1

Click to enter City, State & Zip Code

Customer Account Number: Click to enter Account Number

Check Number Click to enter Check Number

Amount of Check Click to enter Check Amount

Your check has been returned to us by your bank for the following reasons:

Click to enter Reason Check was Returned

You have ten days from the date of this notice in which to redeem the returned check and pay an additional \$50.00 Returned Check Fee. Redemption of the returned check and payment of additional fees may be made by cash, money order, or certified check. If you have not redeemed the returned check and paid the additional service fees within ten (10) days, your utility service will be disconnected unless other arrangements have been made with management.

We appreciate your cooperation.

EL OSO WSC MANAGEMENT


*This institution is an Equal Opportunity Provider.*

*Esta institución es un proveedor de servicios con igualdad de oportunidades.*





## 20. Water Service Disconnect Request

		<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>		4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com	
<b>WATER SERVICE DISCONNECT REQUEST</b>					
<b>MEMBER INFORMATION</b>					
Member Name (Please Print)				Date	
Member's Mailing Address			City, State, Zip Code		
Member's Telephone Number			Member's Email Address		
Service/Location Address (location Number)				Member's Account Number	
<b>DISCONTINUANCE AGREEMENT</b>					
<p>I hereby request that my water meter on the account referenced above be disconnected from El Oso Water Supply Corporation service. I understand that if I should ever want my service reinstated I may have to reapply for service as a new member and I will have to pay all cost as indicated in the then current El Oso Water Supply Corporation's Tariff. Future ability to provide service will be dependent upon system capacity, which I understand may be limited and may require capital improvements to deliver adequate service. I also understand that these improvements will be at my cost. I further represent to El Oso Water Supply Corporation that my spouse joins me in this request and I am authorized to execute this Request for Service Discontinuation on behalf of my spouse.</p>					
<b>MEMBER SIGNATURE AUTHORIZATION</b>					
Signature			Date of Signature		
<p><i>This institution is an Equal Opportunity Provider.</i> <i>Esta institución es un proveedor de servicios con igualdad de oportunidades.</i></p>					





21. Easement Denial Letter and Affidavit



**EL OSO WATER SUPPLY CORPORATION**

P.O. Box 309 ~ Karnes City, Texas 78118-0309

4098 S. Hwy 181 ~ Kenedy, Texas 78119

*"This institution is an equal opportunity provider, and employer."*

(830) 583-3543

Fax (830) 583-3550

email: [elosowsc@elosowater.com](mailto:elosowsc@elosowater.com)

**EASEMENT DENIAL LETTER AND AFFIDAVIT**

**Click & Select Down Arrow to Select Today's Date**

**Click to enter Recipient Name**

**Click to enter Address Line 1**

**Click to enter City, State & Zip Code**

**Dear Click to enter Recipient Name,**

El Oso 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 notice. A copy of the requested easement is enclosed with this notice.

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 notice 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/sewer service, the Corporation will require an easement before water/sewer 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/sewer service, the Corporation will require payment of all reasonable costs for relocation or construction of the water/sewer distribution system along the easement that will be provided. (The Corporation's Engineer estimates this cost to be \_\_\_\_\_, as reflected in the attached. 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 which to discuss any aspects of the enclosed easement, please contact our office: [office address, phone number].

We appreciate your attention to this matter.

Sincerely,

El Oso WSC Management

*This institution is an Equal Opportunity Provider.*

*Esta institución es un proveedor de servicios con igualdad de oportunidades.*





**ACKNOWLEDGEMENT OF REFUSAL**

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

**AFFIDAVIT**

Being duly sworn upon my oath, I hereby certify that this is a true copy of the document 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 (which cost may increase in the future).

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

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

THE STATE OF TEXAS

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

*This institution is an Equal Opportunity Provider  
Esta institución es un proveedor de servicios con igualdad de oportunidades.*





## Equipment and Line Dedication Agreement



**23. Board Approved Dedication, Bill of Sale and Assignment****BOARD APPROVED  
DEDICATION, BILL OF SALE, AND ASSIGNMENT**

STATE OF TEXAS                   §  
    §  
 COUNTY OF KARNES           §

This Dedication, Bill of Sale and Assignment is entered into an effective as of the date stated below, by and between El Oso Water Supply Corporation, a Texas non-profit member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code (hereinafter the Corporation) and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter the Developer).

**RECITALS:**

Corporation and Developer have previously entered into that certain Non-Standard Service Contract dated \_\_\_\_\_, 20\_\_\_\_ and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Official Records of Karnes County, Texas (hereinafter the Agreement). Pursuant to Section 4 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 described in the Agreement, together with all rights, and interests therein or appurtenant thereto, as more particularly described in Exhibits "A" hereto and laying, in whole or in part, adjacent to, along, or underneath the real property described in Exhibit "B" hereto (said properties are hereinafter collectively referred to as 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 (hereinafter the "Related Rights"). Said Exhibit A as incorporated by reference herein for all purposes.

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 4 of the Agreement, Developer specifically assigns to Corporation the following maintenance contract(s): \_\_\_\_\_

\_\_\_\_\_





It is the parties' intention that all property and rights described in Exhibits A shall maintain their respective character as personal property and not attach or revert to any realty upon which they may be situated or upon which they may relate.

EXECUTED AND EFFECTIVE AS OF \_\_\_\_\_:

\_\_\_\_\_ (Developer)

By: \_\_\_\_\_  
Authorized Agent

Attachment: Exhibit A  
Exhibit B

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

**ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, who proved to me on oath and through his/her Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

*AFTER RECORDING RETURN TO:  
El Oso Water Supply Corporation  
P.O. Box 309  
Karnes City, TX 78118*



**24. Dedication, Bill of Sale and Assignment (Individual Service Form)****DEDICATION, BILL OF SALE, AND ASSIGNMENT**  
**(Individual Service Form)**

THE STATE OF TEXAS                   §  
   §  
   §  
 COUNTY OF KARNES                   §  
   §  
   §  
 KNOW ALL BY THESE PRESENTS   §

This Dedication, Bill of Sale and Assignment is entered into an effective as of \_\_\_\_\_, 20\_\_\_\_, by and between El Oso 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 Developer 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 El Oso Water Supply Corporation, through its authorized representative, having agreed to accept the Facilities described in Exhibit "A", shall hold harmless Member from this day forward, from any costs for repairs or maintenance of said Facilities or any part of said Facilities.





EXECUTED AND EFFECTIVE as of the date first written above.

MEMBER:

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

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

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

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

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

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

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

FOR EL OSO WATER SUPPLY CORPORATION

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

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

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

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_.

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

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

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

ATER RECORDING RETURN TO:  
El Oso Water Supply Corporation  
PO Box 309  
Karnes City, TX 78118

Dedication, Bill of Sale and Assignment (Individual Service Form)

Page 2 of 2





25. Customer Notice of Termination for Non-Payment



**EL OSO WATER SUPPLY CORPORATION**

P.O. Box 309 ~ Karnes City, Texas 78118-0309

4098 S. Hwy 181 ~ Kenedy, Texas 78119

*"This institution is an equal opportunity provider, and employer."*

(830) 583-3543

Fax (830) 583-3550

email: [elosowsc@elosowater.com](mailto:elosowsc@elosowater.com)

**NOTICE OF TERMINATION FOR NON-PAYMENT**

Click & Select Down Arrow to Select Today's Date

Click to enter Recipient Name

Click to enter Address Line 1

Click to enter City, State & Zip Code

Customer Account Number: Click to enter Account Number

Date Of Scheduled Termination: Click to enter Termination Date

You are hereby advised that the delinquent status of your account is jeopardizing your Membership with the Corporation. If our office does not receive payment of **Click to enter \$\$ Amount** within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for a new Membership and pay all costs applicable to purchasing a new Membership under the terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances.

Sincerely,

Click to enter Your Name

Click to enter Your Title


*This institution is an Equal Opportunity Provider.*

*Esta institución es un proveedor de servicios con igualdad de oportunidades.*





## 26. Application's Notice of Insufficient Information

		<b>EL OSO WATER SUPPLY CORPORATION</b>	4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com
<b>APPLICANT'S NOTICE OF INSUFFICIENT INFORMATION</b>			
<b>ACCOUNT INFORMATION</b>			
<b>Member's Name</b>		<b>Account Number</b>	<b>Today's Date</b>
<b>Mailing Address</b> Address Line		City, State, Zip Code	
<b>Telephone Number</b>		<b>Date of Scheduled Disconnection</b>	
<b>Service/Location</b> Address of Meter		<b>Final Reading on Meter</b>	
<b>NOTICE</b>			
<p>You are hereby advised that the INCOMPLETE status of your (SEE LIST BELOW FOR WHICH FORMS) is jeopardizing your Membership with the Corporation. If our office does not receive COMPLETED DOCUMENTS OR PROPER INFORMATION within ten (10) days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for Membership and pay all costs applicable to a new Member under the terms of the Corporation's Tariff. If you have no intention of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances on the Disconnection Date indicate above.</p> <p>Circle all the forms needing additional information from the Applicant/Member</p> <p>A      SERVICE APPLICATION AND AGREEMENT</p> <p>B      RIGHT-OF-WAY EASEMENT</p> <p>C      SANITARY CONTROL EASEMENT</p> <p>D      ALTERNATE BILLING AGREEMENT</p> <p>E      NON-STANDARD SERVICE AGREEMENT OR CONTRACT</p> <p>F      FINAL PLAT</p> <p>G      BANKRUPTCY INFORMATION FOR YOUR ACCOUNT(S)</p> <p>H      OTHER INFORMATION _____</p>			
<b>SIGNATURE</b>			
_____ El Oso WSC Management Signature		_____ Signature Date	
<i>This institution is an Equal Opportunity Provider. Esta institución es un proveedor de servicios con igualdad de oportunidades.</i>			






## 27. Request for Temporary Meter Service

 <b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>		4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com									
<b>REQUEST FOR TEMPORARY METER SERVICE</b>											
<b>CUSTOMER INFORMATION</b>											
Customer	Date										
Mailing Address	City, State, Zip Code										
Service Address											
Telephone Number	E-Mail Address										
<b>TEMPORARY METER SERVICE AGREEMENT</b>											
I have submitted herewith, my application for a temporary meter service from El Oso Water Supply Corporation. I hereby agree to the following fees as set below:											
Set Up Fee: (Non-Refundable) Meter Setup Fee \$ _____											
Gallonge Charge:											
0-6,000 Gallon s - \$5.08 Per Thousand Gallson											
6,001-10,000 Gallons - \$6.47 Per Thousand Gallson											
10,001-30,000 Gallons - \$7.54 Per Thousand Gallson											
Over 30,002 Gallons - \$8.61 Per Thousand Gallsons											
<b>SIGNATURES</b>											
Signature _____		Date of Signature _____									
Received by El Oso Water Supply Corporation _____											
<p>The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against individuals seeking to participate in this program. Your 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 individuals on the basis of visual observation or surname.</p> <table><tbody><tr><td><input type="checkbox"/> To Opt Out Check Here</td><td><input type="checkbox"/> White, Not of Hispanic Origin</td><td><input type="checkbox"/> Asian or Pacific Islander</td></tr><tr><td><input type="checkbox"/> Male</td><td><input type="checkbox"/> Black, Not of Hispanic Origin</td><td><input type="checkbox"/> Hispanic</td></tr><tr><td><input type="checkbox"/> Female</td><td><input type="checkbox"/> American Indian or Alaskan Native</td><td><input type="checkbox"/> Other (Specify) _____</td></tr></tbody></table>			<input type="checkbox"/> To Opt Out Check Here	<input type="checkbox"/> White, Not of Hispanic Origin	<input type="checkbox"/> Asian or Pacific Islander	<input type="checkbox"/> Male	<input type="checkbox"/> Black, Not of Hispanic Origin	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Female	<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> Other (Specify) _____
<input type="checkbox"/> To Opt Out Check Here	<input type="checkbox"/> White, Not of Hispanic Origin	<input type="checkbox"/> Asian or Pacific Islander									
<input type="checkbox"/> Male	<input type="checkbox"/> Black, Not of Hispanic Origin	<input type="checkbox"/> Hispanic									
<input type="checkbox"/> Female	<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> Other (Specify) _____									
<p><i>This Institution is an Equal Opportunity Provider.</i> <i>Esta Institucion es un proveedor de servicios con igualdad de oportunidades.</i></p>											





## 28. Service Inspection Certification

	<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>	<small>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com</small>																																										
<b>Customer Service Inspection Certification</b>																																												
<p>PWS I.D.# 1280007 Location of Service _____</p> <p>Reason for Inspection: New construction..... <input type="checkbox"/> Existing service where contaminant hazards are suspected ..... <input type="checkbox"/> Major renovation or expansion of distribution facilities ..... <input type="checkbox"/></p> <p>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:</p> <table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 70%;"></th><th style="width: 15%; text-align: center;">Compliance</th><th style="width: 15%; text-align: center;">Non-Compliance</th></tr></thead><tbody><tr><td>(1) No direct 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.</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td>(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-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td>(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td>(4) No pipe or pipe fitting which contains more than 0.25% lead of the wetted surface exists in private water distribution facilities installed on or after January 4, 2014.</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td>(5) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr></tbody></table> <p>Water service shall not be provided or restored to the private water distribution facilities until the above conditions are determined to be in compliance.</p> <p>I further certify that the following materials were used in the installation of the private water distribution facilities:</p> <table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 25%;">Service lines</td><td style="width: 10%;">Lead</td><td style="width: 10%; text-align: center;"><input type="checkbox"/></td><td style="width: 25%;">Copper</td><td style="width: 10%; text-align: center;"><input type="checkbox"/></td><td style="width: 10%;">PVC</td><td style="width: 10%; text-align: center;"><input type="checkbox"/></td><td style="width: 10%;">Other</td><td style="width: 10%; text-align: center;"><input type="checkbox"/></td></tr><tr><td>Solder</td><td>Lead</td><td style="text-align: center;"><input type="checkbox"/></td><td>Lead Free</td><td style="text-align: center;"><input type="checkbox"/></td><td>Solvent Weld</td><td style="text-align: center;"><input type="checkbox"/></td><td>Other</td><td style="text-align: center;"><input type="checkbox"/></td></tr></table> <p>I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.</p> <table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; border-bottom: 1px solid black; height: 20px;"></td><td style="width: 50%; border-bottom: 1px solid black; height: 20px;"></td></tr><tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr><tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr></table> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">Signature of Inspector</div><div style="width: 45%;">Registration Number</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;">Title</div><div style="width: 45%;">Type of Registration</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;">Date</div><div style="width: 45%;"></div></div>				Compliance	Non-Compliance	(1) No direct 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.	<input type="checkbox"/>	<input type="checkbox"/>	(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-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>	(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>	(4) No pipe or pipe fitting which contains more than 0.25% lead of the wetted surface exists in private water distribution facilities installed on or after January 4, 2014.	<input type="checkbox"/>	<input type="checkbox"/>	(5) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>	Service lines	Lead	<input type="checkbox"/>	Copper	<input type="checkbox"/>	PVC	<input type="checkbox"/>	Other	<input type="checkbox"/>	Solder	Lead	<input type="checkbox"/>	Lead Free	<input type="checkbox"/>	Solvent Weld	<input type="checkbox"/>	Other	<input type="checkbox"/>						
	Compliance	Non-Compliance																																										
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Solder	Lead	<input type="checkbox"/>	Lead Free	<input type="checkbox"/>	Solvent Weld	<input type="checkbox"/>	Other	<input type="checkbox"/>																																				





## 29. Agreement to Provide Fire Flow in Designated Areas

STATE OF TEXAS

AGREEMENT TO PROVIDE FIREFLOW  
IN DESIGNATED AREAS

\_\_\_\_\_ COUNTY

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

### RECITALS

WHEREAS Department is a volunteer fire department organized and operating under the provisions of \_\_\_\_\_ and within the meaning of Section 101.001(3)(C), Civil Practice & Remedies Code; and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Water Code, and furnishes a water supply in \_\_\_\_\_ County and specifically in the area described in Texas Commission on Environmental Quality ("TCEQ") Certificate of Convenience and Necessity No. 1280007; 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 Department desires to utilize Corporation's water supply for fire suppression purposes within the area [through the facilities] 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), Water Code:





I.  
PARTIES

- 1.1 This Agreement is entered into by and between \_\_\_\_\_ Volunteer Fire Department, domiciled and conducting business in \_\_\_\_\_ County, Texas, and El Oso Water Supply Corporation, domiciled and conducting business in \_\_\_\_\_ County, Texas.
- 1.2 Department is authorized to enter into this agreement pursuant to \_\_\_\_\_.
- 1.3 Corporation is authorized to enter into this Agreement pursuant to Sections 67.010 and 67.0105, Water Code.

II.  
PROVISION OF FIREFLOW

- 2.1 Corporation will make available to Department the use of fire hydrants located on water transmission facilities operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of "Fire Flow Facilities" ("Map") which is incorporated herein and made a part of this Agreement for all purposes.
- 2.2 Department will use only those fire hydrants 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 fire hydrants that are compatible with Department's fire suppression vehicles and equipment, and Department will review and approve the selection of fire hydrants prior to Corporation's installation.
- 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 Corporation will notify Department prior to any interruption in water flow through the transmission facilities (or as soon as Corporation is aware of any interruption due to unforeseen circumstances).
- 2.6 Department will notify Corporation prior to use of any fire hydrant to the extent Department reasonably is able to do so. Corporation acknowledges that in the event of emergencies, it may not be feasible for Department to provide prior notice, in which case notification shall be provided as soon as practicable.





- 2.7 No obligation other than the duties set forth in this Section II of the Agreement are recognized nor are any obligations or duties to be implied under this Agreement.
- 2.8 The duties set forth under this Section II of the 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.
- 2.9 The Department will supply a monthly water usage to the Corporation for the sole purpose of figuring the Corporations water loss.
- 2.10 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.

III.  
COMPENSATION

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

IV.  
TERMINATION OF AGREEMENT

- 4.1 Either party to this Agreement may terminate this Agreement at any time, with or without case.
- 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 such obligation(s) is express or implied.

V.  
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.

El Oso Water Supply Corporation

\_\_\_\_\_ Volunteer Fire  
Department


By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Date: \_\_\_\_\_





30. Visitor Speaker's Request Form

	<h2 style="margin: 0;">EL OSO</h2> <h3 style="margin: 0;">WATER SUPPLY CORPORATION</h3>	<small>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com</small>
<b>VISITOR SPEAKER'S REQUEST FORM</b>		
<p>Visitors wishing to address the Board must complete a Visitor Speaker's Request Form. Comments will be heard on a first come first serve basis. Visitors are allowed 5 minutes to speak. The Board is unable to respond to or discuss any issues that are brought up during this session that are not on the agenda.</p> <p>Date: _____</p> <p>Name: _____</p> <p>Mailing Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Phone: _____ E-mail Address: _____</p> <ul style="list-style-type: none"><li>• I would like to comment on an agenda item on tonight's meeting agenda.  Item to be addressed: _____ _____ _____</li> <li>• I would like to comment on a topic NOT on tonight's meeting agenda.  Item to be addressed: _____ _____ _____</li></ul> <p style="font-size: small; margin-top: 20px;"><i>This institution is an Equal Opportunity Provider Esta institución es un proveedor de servicios con igualdad de oportunidades.</i></p>		



Page 1 of 2





ADMINISTRATIVE OFFICE USE ONLY:

Consent Item: ☐ Yes ☐ No

Any Prior Action: ☐ Yes ☐ No

Deadline for Board Action: \_\_\_\_\_

Projected Future Board Action: \_\_\_\_\_

Staff recommendation on this requested item: \_\_\_\_\_

\_\_\_\_\_

Staff Comments: \_\_\_\_\_

\_\_\_\_\_

TRACKING:

Received by Administrative Office: \_\_\_\_\_

Administratively Complete: \_\_\_\_\_

Date of Agenda placed for consideration: \_\_\_\_\_

Board Action Taken:

☐ Yes ☐ No

\_\_\_\_\_


\_\_\_\_\_  
SIGNATURE – General Manager

*This institution is an Equal Opportunity Provider  
Esta institución es un proveedor de servicios con igualdad de oportunidades.*






32. Customer Information Update Form

	<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>	<small>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 <a href="http://www.elosowater.com">www.elosowater.com</a></small>
<b>CUSTOMER INFORMATION UPDATE FORM</b>		
<p>We would like to update your customer information on our computer system so that we are able to contact you in case of water line break or any other emergency that may occur.</p> <p>We appreciate you taking the time to complete these questions and sending it back.</p> <p>Account #: _____ Date: _____</p> <p>Account Name: _____</p> <p>Service Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Billing Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Home Phone #: (_____) _____</p> <p>Work Phone #: (_____) _____</p> <p>Cell Phone #: (_____) _____</p> <p>Email Address: _____</p> <p>Visit our website at <a href="http://www.elosowsc.com">www.elosowsc.com</a> and sign up for alerts that can be sent directly to your cell phone. Please mail the completed form to the address listed above or email it to <a href="mailto:elosowsc@elosowater.com">elosowsc@elosowater.com</a></p> <p style="text-align: center;">Thank You!</p> <p style="text-align: center; font-weight: bold;">El Oso Water Supply Corporation</p> <p><small><i>This Institution is an Equal Opportunity Provider</i> <i>Esta institución es un proveedor de servicios con igualdad de oportunidades.</i></small></p>		






## 33. Membership Transfer Authorization

		<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>	4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com
<b>MEMBERSHIP TRANSFER AUTHORIZATION</b>			
<b>MEMBER ACCOUNT INFORMATION</b>			
Member's Name (Transferor's Name)		Account Number	Today's Date
Forwarding Address Address Line		City, State, Zip Code	
Telephone Number		Final Reading on Meter	
Service/Location Address of Meter		Reading Date	
<b>TRANSFeree INFORMATION</b>			
Transferee's Name		Telephone Number	
Current Address Address Line		City, State, Zip Code	
Billing Address (if different than above address)		City, State, Zip Code	
<b>TRANSFER DETAILS</b>			
<p>Transferor hereby surrenders Membership in the El Oso Water Corporation by execution of this Membership Transfer Authorization. Water service rights granted by Membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of the El Oso Water Supply Corporation.</p> <p>By execution hereof, the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of Membership in accordance with the laws of the State of Texas</p> <ol style="list-style-type: none"><li>(1) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or</li><li>(2) The Membership is transferred with out compensation to a person related to the Transferor within the second degree by consanguinity; or</li><li>(3) The Membership is transferred without compensation or by sale to the Corporation; or</li><li>(4) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.</li></ol> <p>Transferee understands that qualification for Membership is not binding on the Corporation and does not qualify Member for continued water service unless the following terms and conditions are met:</p> <ol style="list-style-type: none"><li>(1) This Membership Transfer Authorization Form is completed by both the Transferor and the Transferee;</li><li>(2) The Transferee has completed the required Membership Application Packet;</li><li>(3) All indebtedness due the Corporation has been paid;</li><li>(4) The transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose; and</li><li>(5) Any other terms and conditions of the Corporation's Tariff are properly met.</li></ol> <p>This Transfer may be executed in multiple originals, any copy of which shall be considered to be an original.</p>			
<b>SIGNATURE(S) AUTHORIZATION</b>			
Member's Signature (Transferor)		Signature Date	
Signature (Transferee)		Signature Date	
<p><b>Note:</b> A processing fee of \$100.00 is charged to the Transferee on all Transfers. The transferee understands that he/she must place a deposit Membership Fee with the Corporation.</p> <p><i>This Institution is an Equal Opportunity Provider.</i> <i>Esta Institucion es un proveedor de servicios con igualdad de oportunidades.</i></p>			






## 34. Request for Public Information

		<b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>		4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com	
<b>REQUEST FOR PUBLIC INFORMATION</b>					
<b>REQUESTOR'S INFORMATION</b>					
Name of Individual Requesting Information (PLEASE PRINT)				Date	
Address		City, State, Zip Code			
E-Mail Address			Telephone Number		
<b>INFORMATION REQUESTED</b> (Please be specific or clarification will be required)					
<hr/>					
<hr/>					
<hr/>					
<hr/>					
<hr/>					
<b>SIGNATURE</b>					
<hr/>					
Signature of Requestor					
<b>NOTICE</b>					
<p>This Request for Public Information form <u>must</u> be completed in its entirety and signed before the Corporation has any obligation to locate or make available any requested information. Any requested information determined to be subject to public inspection will be made available by the Corporation within a reasonable time period. Completing and submitting this form request does not guarantee that the information you requested will be subject to public inspection. The Corporation reserves the right to assert any statutory exception under the Texas Utility Code Confidential [(SubChapter B. 182.052(a))] or any other applicable law governing disclosure of information or records. This form does not apply to a request for medical records.</p> <p>The Corporation will notify you of any charges to you that may be allowed under the Texas Public Information Act. These charges <u>must</u> be paid prior to receiving the information requested.</p> <p><i>This Institution is an Equal Opportunity Provider.</i> <i>Esta Institucion es un proveedor de servicios con igualdad de oportunidades.</i></p>					





## 35. Direct Payment Authorization Form

 <b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b>		4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com
<b>DIRECT PAYMENT AUTHORIZATION</b>		
<b>EL OSO WSC ACCOUNT INFORMATION</b>		
Member's Name	Member's WSC Account Number	
Member's Address	Member's Telephone Number	
<b>BANK INFORMATION</b>		
Bank's Full Name	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Bank Routing Number	Bank Account Number	
<b>DIRECT PAYMENT/AUTOMATIC PAYMENT</b>		
<p>Direct Payment occasionally called automatic payment or direct debit, is similar to Direct Deposit. Whereas Direct Deposit refers to electronically transferring your pay into your bank account. Direct Payment means electronically transferring your bill payments to the bank of the companies that send your bills.</p> <p>Direct Payment is reliable, accurate, on time, and confidential. Direct Payment gives you greater control over your finances and provides the record keeping you may want.</p>		
<b>AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENT</b>		
<p>I (we) understand this authorization will remain in full force and effect until I (we) notify El Oso WSC, in writing, that I (we) wish to revoke this authorization. El Oso WSC requires at least 5 days prior notice in order to cancel this authorization.</p> <p>I (we) authorize El Oso WSC to initiate debit entities to my (our) checking/savings account indicated above and the depository (bank) to debit.</p> <p>This authority is to remain in full force and effect until El Oso WSC and bank have received written notification from me (us) of its termination in such time and matter as to afford El Oso WSC and Bank to act on it.</p> <p>Bank Draft processing could take 4-6 weeks. Please ensure to pay your account manually until your bill reflects AUTO PAY.</p>		
Signature	Date of Signature	
Signature	Date of Signature	
<b>CORPORATION APPROVAL SIGNATURE</b>		
Signature		
<i>This institution is an Equal Opportunity Provider</i> <i>Esta institución es un proveedor de servicios con igualdad de oportunidades.</i>		





## **SECTION K. MISCELLANEOUS INFORMATION**





## 1. Tariff Filing Requirements

### TARIFF FILING REQUIREMENTS

Effective September 1, 2013 Texas Commission on Environmental Quality (TCEQ) transferred responsibility of Rate/Tariff changes to the Public Utility Commission of Texas (PUC). All non-profit water supply corporations are required to file their tariff with the PUC. Any amendments, changes or revisions (including rate changes) made to your tariff should also be filed with the PUC. Amendments to the Corporation's Tariff should be filed within 30 days after changes are made.

Tariff's should be mailed to:

**Mailing Address**

**Public Utility Commission of Texas  
Central Records  
PO Box 13326  
Austin, TX 78711-3326**

**Shipping Address**


**Public Utility Commission of Texas  
1701 N Congress, Suite 8-100  
Austin, Texas 78701**

Any filing consisting of more than 10 pages must be filed electronically per PUC Procedural Rule 22.72(h). Amendments to the Corporation's Tariff should be filed within 30 days after changes are made.





## 2. AWWA Equivalency Chart

 <b>EL OSO</b> <b>WATER SUPPLY CORPORATION</b> <div>4098 South Hwy 181 Kenedy, TX 78119 830-583-3543 Fax: 830-583-3550 www.elosowater.com</div>		
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
<b>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.</b>		





### 3. Backflow Prevention Policy and Forms

## EL OSO WATER SUPPLY CORPORATION

### Backflow Prevention Policy

For information or to comment on this policy, please contact El Oso's office at (830) 583-3543.

#### ***Backflow Explained***

Backflow is the undesirable reversal of flow in a potable water distribution system. Water that is always under pressure can only flow in one direction. Then how can water flow reverse? Water will always flow towards the point of lowest pressure. If a water main were to break or if the fire department opens several fire hydrants, the pressure in the main could drop. The demand upstream would cause a reversal in flow.

Cross connections and the possibility of backflow need to be recognized so they do not occur. A garden hose submerged in a hot tub, swimming pool, car radiator, or attached to an insect/fertilizer sprayer could siphon the liquid back into the water main.

Backflow prevention devices are designed to protect the public water system from these types of concerns.

#### ***Intent***

The intent of this policy is to protect El Oso public water supply from contamination caused by cross-connections and backflow. This policy is intended to fully meet the requirements established in the Rules and Regulations for Public Water Systems as published by the Texas Commission on Environmental Quality (TCEQ). Pertinent sections are 290.44 (h) and 290.46 (I & j).

Recognized standards used to develop this policy were the Recommended Practice for Backflow Prevention and Cross-Connection Control by the American Water Works Association (AWWA), the Manual of Cross-Connection Control by the Foundation for Cross-Connection Control and Hydraulic Research (FCCHR), and the Cross-Connection Control Manual by the Environmental Protection Agency (EPA). Also utilized are the Statutory Authority and Rules and Regulation for Landscape Irrigators and Installers by the TECQ.

Section of the proper protection for a given application is often subjective in nature. Therefore, when administering this policy El Oso WSC shall consult the above-mentioned references for guidance in proper application of backflow-prevention and cross-connection control measures in addition to this policy.

#### ***Summary of Procedures Prior to Installation of Backflow Preventer***

1. All backflow prevention assemblies and approved testers shall be registered with El Oso WSC. All backflow prevention assemblies shall be nationally recognized and certified as an approved testable device.





2. All testing shall be by a TCEQ approved licensed tester who is registered with El Oso WSC.
3. All backflow prevention assemblies shall be tested according to TCEQ regulations prior to the permanent activation of the plumbing system and thereafter annually.
4. All backflow prevention assemblies shall have plastic or brass caps placed upon all test cocks (NO GALVANIZED PLUGS).
5. All back flow prevention assembly devices that do not have a manufactures identification plate attached to the device and/or that do not have a legible serial number must be replaced with a new device.
6. All backflow prevention assemblies shall be installed by licensed individuals who meet the requirement of El Oso WSC. All backflow prevention assemblies must be tested after installation by an approved El Oso WSC registered tester. Test reports must be submitted to El Oso WSC P.O. Box 309, Karnes City, Texas 78118 within 15 days of the test.
7. All testers must register with El Oso WSC (see below for requirements/documentation necessary to become a backflow tester within El Oso WSC area).

***Connection to auxiliary water systems prohibited***

Connections between private plumbing systems connected to El Oso WSC public potable water supply and auxiliary water systems are prohibited.

Owners of private plumbing systems connected to El Oso WSC public potable water supply which have access to auxiliary water systems are required to demonstrate to the satisfaction of the Outside Foreman and/or General Manager that there is no physical connection to the auxiliary water system.

Owners of private plumbing systems previously connected to an auxiliary water system must be physically disconnected from that water system and disinfected according to the “Procedure for Disconnection from Auxiliary Water Supply” proper to connection to El Oso WSC public potable water supply.

***Procedure for Disconnection from Auxiliary Water Supply***

1. Physical disconnection from the auxiliary water system must be inspected and approved by El Oso WSC. Separation achieved by installation of a valve, check valve, or backflow preventer is not acceptable. This disconnection must be permanent and is subject to re-inspection by El Oso WSC. The private plumbing system cannot be reconnected to auxiliary water system at any time.
2. The private plumbing system will be connected to El Oso WSC public potable water supply through a temporary reduced-pressure backflow-prevention assembly (RPBA) provided by El Oso WSC.
3. The owner of the private plumbing system will flush the private plumbing system through the RPBA for a minimum of 15 minutes.
4. The owner of the private plumbing system will disinfect the private plumbing system by a process of chlorination. A quantity of household bleach or chlorine will be introduced into the private plumbing system. The quantity added will be sufficient to create a minimum of 10 mg/L total chlorine residual after 24 hours in the private plumbing system.
5. The chlorinated private plumbing system will stand for a minimum of 24 hours. El Oso WSC will test chlorine residual after the 24-hours period, if the chlorine residual is less than 10 mg/l the owner must repeat steps 3 & 4.





6. The owner of the private plumbing system shall flush the private plumbing system until chlorine residuals are at the same level as in the main.
7. El Oso WSC will collect a suitable sample for bacteriological analysis.
8. If bacteriological analysis indicates the presence of coliform, the owner must repeat steps 3 through 7.
9. El Oso WSC shall remove the temporary RPBA.

Water used for flushing will be charged to the customer as well as normal service connection fees. El Oso WSC is responsible only for providing the service connection, temporary RPBA, analyzing for chlorine residual, collecting samples, and performing bacteriological analysis. The customer is responsible for all modifications necessary for his private plumbing system to accommodate the disinfection procedure and for conducting the procedure.

#### ***New Service Connections***

Before El Oso WSC makes a new service connection within their CCN area a “Service Inspection Certification” completed by the plumbing inspector or customer service inspector indicating compliance with this policy, must be on file.

#### ***Construction Service Connections***

In cases where service connection is requested prior to completion of the premises the applicant for service may request a construction service connection. El Oso WSC will make a construction service connection provided the applicant has on file a valid plumbing permit from the Construction Safety office.

The plumbing inspector shall make regular inspections during the course of construction and immediately notify El Oso WSC of any unsafe plumbing practices that result in a health hazard to the public drinking water supply. El Oso WSC shall physically disconnect the construction service connection when notified by the plumbing inspector of a health hazard or upon cancellation of the plumbing permit.

A “Service Inspection Certification” completed by the plumbing inspector indicating compliance with this policy must be on file prior to converting the construction service account to a permanent account.

#### ***Internal Fixture Protection Required***

The inspector shall require backflow protection at the source of any potential hazard (internal fixture protection). The selection of the proper protection is at the discretion of the inspector but should generally follow the “Guide to the Assessment of Hazard and Selection of Assemblies for Internal Protection” and provisions of the plumbing code and TCEQ regulations.

The inspector shall notify El Oso WSC of all potential hazards identified and the internal fixture protection required on the “Service Inspection Certification” form.



***Automatic Pressure Cut-Off Devices***

The plumbing inspector shall require an automatic pressure cut-off device to be installed for all pumps which take suction from the public water supply or building plumbing without an approved air gap. The automatic pressure cut-off device must make the pump inoperative at a suction supply pressure of less than 20 psi.

***Premises Isolation Protection Required***

El Oso WSC shall require backflow protection at the service connection (premises isolation) of premises where activities which are potential hazards to the public water supply occur. The selection of the proper protection is at the discretion of the Outside Foreman and / or General Manager but should generally follow table “Guide to Selection of Assemblies for Premises Isolation”.

Where more than one activity from the table occurs at the same premise, all service lines to the premise should be protected with the appropriate backflow-prevention assembly for the activity with the highest degree of hazard. Exceptions to this rule would be when there are separate service lines for landscape irrigation (no injection) or for Class 1 & 2 fire lines.

**Guide to Selection of Assemblies for Premises Isolation**

Description of Premise or Activity	Assessment of Hazard	Required Assembly at Service Connection
Aircraft and missile plants	Health	RPBA
Automotive plants	Health	RPBA
Buildings – hotels, apartment houses, public and private buildings or any other structures having unprotected cross-connections	Health	RPBA
Car wash facilities	Health	RPBA
Chemical plants – manufacturing, processing, compounding, or treatment	Health	RPBA
Chemically contaminated water systems	Health	RPBA
Civil works	Health	RPBA
Cold storage plants (includes ice manufacturers)	Health	RPBA
Film laboratories	Health	RPBA
Fire Systems (Class 1 – 3)	Non-health	DCVA with leak detector
Fire Systems (Class 4 – 6) <sup>3</sup>	Health	RPBA with leak detector





Food and beverage processing plants (includes beverage bottling plants, breweries, canneries, packing houses, rendering plants, reduction plants, dairies, creameries, ice cream plants)	Health	RPBA
Hospitals, medical buildings, sanitariums, morgues, mortuaries, autopsy facilities, nursing and convalescent homes, clinics, laboratories, and veterinary clinics	Health	RPBA
Irrigation system (no injection)	Nonhealth	DCVA
Irrigation systems (with injection)	Health	RPBA
Laundries and dye works	Health	RPBA
Metal manufacturing, cleaning, processing, and fabricating plants	Health	RPBA
Motion picture studios	Health	RPBA
Multi-stories buildings	Nonhealth	DCVA
Multiple services – interconnected	Nonhealth	DCVA
Oil, gas, or petroleum processing, production, storage, or transmission properties	Health	RPBA
Paper and paper products plant	Health	RPBA
Plating plants	Health	RPBA
Power plants (includes large heating, refrigerating, and power plant used in large buildings and commercial or industrial plants)	Health	RPBA
Radioactive materials or substances handling – plants or facilities	Health	RPBA
Restricted, classified, or other closed facilities	Health	RPBA
Rubber plants – natural or synthetic	Health	RPBA
Sand and gravel plants	Health	RPBA





Schools and colleges	Health	RPBA
Sewage and storm drain facilities, reclaimed water	Health	RPBA
Solar heating system – direct and auxiliary (recirculating)	Health	RPBA
Temporary service (includes bulk water sales)	Health	RPBA, AG
Used water	Health	RPBA
Waterfront facilities and industries, marinas	Health	RPBA
Wholesale water sales	Health	RPBA, AG

**Guide to the Assessment of Hazard and Selection of Assemblies for Internal Protection**

Description of Cross Connection	Assessment of Hazard	Required Assembly at Fixture
Aspirators (medical)	Health	RPBA
Bedpan washers	Health	RPBA
Autoclaves	Health	RPBA
Specimen tanks	Health	RPBA
Sterilizers	Health	RPBA
Cuspidors	Health	RPBA
Lab bench equipment	Health	RPBA
Autopsy and mortuary equipment	Health	RPBA
Sewage pump	Health	AG
Sewage ejectors	Health	AG





Fire systems (Class 4-6)	Health	RPBA
Connection to sewer pipe	Health	AG
Connection to plating tanks	Health	RPBA
Irrigation systems (with injection)	Health	RPBA
Connection to salt-water cooling system	Health	RPBA
Tank vats or other vessels containing toxic substances	Health	RPBA
Connections to industrial fluid system	Health	PRBA
Dye vats or machines	Health	PRBA
Cooling towers with chemical additives	Health	PRBA
Trap primer	Health	AG
Auxiliary water system (wells, ponds, other water purveyor, springs, rivers, streams, lakes, etc.)	Health	AG
Booster pumps	Health	RPBA
Irrigation systems (no injection)	Nonhealth	DCVA
Steam generators	Nonhealth	RPBA
Heating equipment	Nonhealth	DCVA
Commercial	Nonhealth	RPBA
Domestic	Nonhealth	DCVA
Fire system (Class 1-3)	Nonhealth	DCVA
Swimming pools	Nonhealth	DCVA
Public	Nonhealth	RPBA, AG





Vending Machines	Nonhealth	RPBA
Ornamental fountains	Nonhealth	DCVA
Degreasing equipment	Nonhealth	DCVA
Hose bibs	Nonhealth	AVB
Flexible shower heads	Nonhealth	AVB, PVB
Steam tables	Nonhealth	DCVA
Washing equipment	Nonhealth	DCVA
Shampoo basins	Nonhealth	AVB
Industrial/Commercial Kitchen equipment	Nonhealth	DCVA
Domestic space-heating boiler	Nonhealth	RPBA
Private	Nonhealth	PVB, AG

***Existing Service Connections******Commercial Accounts***

The Outside Foreman and / or General Manager shall conduct a survey of all existing commercial accounts. This survey shall ask customers to categorize existing hazards and register installed backflow-prevention assemblies. Customers refusing to answer the survey shall be considered as a “restricted access premise” and required to install the appropriate backflow prevention assembly at the service connection.

Where existing internal unprotected “health” hazards are identified in the survey the customer will be required to install the appropriate backflow-prevention assembly at their expense. Where activities are conducted requiring premises isolation for “health” hazard are identified the customer will be required to install, at their expense, the appropriate backflow-prevention assembly.

A “Service Inspection Certification” shall be completed prior to any change in a commercial account. This inspection shall be conducted by the plumbing inspector or A Qualified Customer Service Inspector with the Corporation. Any deficiencies noted during the survey shall be corrected prior to changes in the account.





### ***Wholesale Accounts***

All wholesale accounts shall be required to install, at their expense, a RPBA at their master meter location upon any renegotiations or changes in their contract.

### ***Public Awareness***

The Outside Foreman and / or General Manager shall periodically conduct a public awareness campaign. This campaign shall utilize water bill inserts, press releases, mail outs, demonstrations, or other methods as appropriate to educate both commercial and residential of the hazards associated with cross-connections and their remedies.

### ***Bulk Water Sales***

All persons utilizing bulk water dispensing stations shall be required to maintain the appropriate air gap between the filling hose and receiving tank. A properly completed “Bulk Water Sales Affidavit” shall be on file for each account before the Corporation shall install a Bulk Water Sales meter.

### ***WSC Compliance***

El Oso WSC shall comply with all provisions of this policy at service connections supplying the WSC. The Outside Foreman and/or General Manager will cause an inspection to be conducted at facilities, especially including the water treatment plant, wastewater treatment plant, and all sewage lift station facilities. All hazards identified shall be protected with the appropriate backflow-prevention assembly.

All backflow-prevention assemblies on WSC premises installed to protect from potential “health” hazards and all bulk water sales backflow-prevention assemblies shall be tested in accordance with the provision of this policy.

### ***Approved Backflow Prevention Assemblies***

Any backflow-prevention assembly required shall be a model and size approved by the Outside Foreman and/or General Manager. All approved backflow-prevention assemblies shall be manufactured in full accordance with the standards titled:

AWWA C510-89—Standard for Double Check Valve Backflow-Prevention Assembly

AWWA C511-89—Standard for Reduced Pressure Principle Backflow-Prevention Assembly, or

And shall have met completely the laboratory and field performance specifications of the Foundation from Cross-Connection Control and Hydraulic Research (FCCHR) titled:

“Specification of Backflow-Prevention Assemblies”-Sec. 10 of the most current issue of the Manual of Cross-Connection Control.

Final approval shall be evidenced by a “Certificate of Approval” issued by FCCHR testing laboratory certifying full compliance with said AWWA standards and FCCHR specifications.





### ***Installation Requirements***

Installation of any required backflow-prevention assembly shall be in accordance with the manufacturer's specifications and recommendations. Installations shall be consistent with the installation specifications in Chapter 4.2 of AWWA M14 – Recommended Practice for Backflow Prevention and Cross-Connection Control. All backflow-prevention assemblies required for internal fixture protection shall be installed in accordance with the adopted plumbing code and TCEQ Regulations.

Special attention is drawn to the following installation requirements:

1. No bypass piping of any required backflow-prevention assembly is allowed unless an equal backflow-prevention assembly protects the bypass piping.
2. A DCVA should not be installed below ground level unless provided with adequate drainage to maintain a dry location.
3. A RPBA shall not be installed in a pit below the ground.
4. All backflow-prevention assemblies required for premises isolation shall be located immediately downstream of the meter or for unmetered lines as close to the point of departure from the public water main as feasible.

### ***Required Testing and Inspections***

All backflow-prevention assemblies shall be tested upon installation. The customer is also required to conduct an annual test of all such required backflow-prevention assemblies. These tests are required for assemblies required for internal fixture protection as well as those required for premise isolation.

Tests shall be conducted by TCEQ Licensed backflow-prevention assembly tester who is registered with El Oso WSC in accordance with test procedures established in the latest edition of the Manual of Cross-Connection Control by the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California.

The recognized backflow-prevention assembly tester shall complete an "Inspection Report: Cross-connection and Backflow-Prevention Assembly" for each assembly tested and submit it to the WSC.

The customer is also required to conduct an annual inspection of all air gaps required for protection against "health" hazards. The customer shall complete the "Air Gap Certification" and submit it to WSC.

### ***Program Administration***

The WSC shall:

1. Maintain a file of completed "Service Inspection Certification" forms.
2. Track the status of new service connections, plumbing permits, and "Service Inspection Certifications" and notify the Outside Foreman and/or General Manager of any completed service connections where the plumbing permit has been closed out and a "Service Inspection Certification" has not been completed.
3. Maintain a database of all backflow prevention devices, air gaps, and automatic pressure cut-off devices required by this policy. This database shall include address, location, hazard protected against, class of hazard, serial #, size, type, model, manufacturer, date of installation, and date of last certification.





4. Notify the Outside Foreman and/or General Manager of any backflow prevention devices or air gaps required protecting against health hazards that have not been certified in more than one (1) year.
5. Maintain a file of completed annual inspection reports.

The Business Office shall:

1. Not issue a request for the placement of a fire hydrant meter unless they have on file a completed “Bulk Water Sales Affidavit”.
2. Not issue a request for a new service connection outside the CCN areas unless they have a file a completed “Water Service Agreement”.
3. Not change an account outside the CCN area unless they have on file a completed “Water Service Agreement”.
4. Maintain files of completed “Bulk Water Sales Affidavits” and “Water Service Agreements”.

#### ***How to become a Registered Tester***

El Oso WSC requires licensed and registered cross connection testers to test backflow prevention devices in the CCN area. Test results from non-registered testers will not be accepted. To register as a backflow prevention assembly tester with the WSC a registration form must be completed and submitted with the following documentation.

1. Certificate/License # if you are a licensed plumber.
2. Certificate/License # if you are a licensed fire sprinkler contractor (if you are a licensed fire sprinkler contractor, a current copy of your company’s fire sprinkler certificate of registration from the Texas Department of Insurance, State Fire Marshall’s Office).
3. Certificate/License # if you are a licensed lawn sprinkler contractor.
4. Certificate/License # if you are licensed cross connection backflow prevention tester.
5. Testing gauge calibration report within the last year.

Registrations must be completed annually in person at WSC office at 4098 S. Hwy 181, Kenedy, TX 78119. WSC test reports are available free of charge at corporation office.

Upon submission and approval of the registration form, the tester will be added to the approved Cross Connection Tester List which is furnished to all establishments requiring testing of their backflow devices.

#### ***Definitions***

**Air Gap** – An approved air gap is the unobstructed vertical distance through free atmosphere between the lowest point of a water supply outlet and flood level rim of the fixture or assembly into which the outlet discharges. These vertical, physical separations must be at least twice the diameter of the water supply outlet, but never less than 1 inch.

**Atmospheric vacuum breaker (AVB)** – The AVB consists of a float check, a check seat, and an air inlet port. A shutoff valve immediately upstream may be an integral part of the assembly. The AVB is designed to allow air to enter the downstream water line to prevent backsiphonage. This unit may never be subjected to a backpressure condition or have a downstream shutoff valve, or be installed where it will be in continuous operation for more than 12 hours.





**Automatic pressure cut-off device** – A device which will render an associated pump inoperative when suction supply pressures are less than 20 psi.

**Auxiliary Water System** – Any water supply on or available to the premises other than the WSC public potable water supply. These other water supplies may include water from another purveyor's public potable water supply or any natural source(s) such as a well, lake, spring, river, stream, harbor, and so forth.

**Bulk Water Sales** – Any sale of water through a fire hydrant meter.

**Chemically Contaminated Water Systems** – Any system where chemicals are used as an additive to the water supply for prevention of scale formation, corrosion, algae, slime growths, etc., or where the water supply is used for transmission and distribution of chemicals, or where the chemicals are used with water in compounding or processing products.

**Civil Works** – Federal, state, city, county, or district yards; docks and facilities, or military camps, posts, stations, public buildings and facilities.

**Commercial Account** – Account to serve anything but single family residential use.

**Contamination** – The presence of any foreign substance (organic, inorganic, radiological or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water.

**Construction Service Connection** – A service connection installed before the completion of the premises to be served for the purpose of providing water during construction.

**Cross-Connection** – A physical connection between a public water system and either another supply of unknown or questionable quality, any source which may contain contaminating or polluting substances, or any source of water treated to a lesser degree in the treatment process.

**Double check valve assembly (DCVA)** – An assembly composed of two independently acting, approved check valves, including tightly closing resilient-seated shutoff valves located at each end of the assembly and fitted with properly located resilient-seated test cocks. This assembly shall only be used to protect against a nonhealth hazard.

**Existing Service Connection** – Service connection installed prior to the effective date of this policy.

**“Health” Hazard** – A cross-connection, potential cross-connection, or other situation involving a substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply.

**Irrigation System** – An assembly of component parts permanently installed for the controlled distribution and conservation of water for the purpose of irrigating any type of landscape vegetation in any location or for the purpose of dust reduction or erosion control.

**Leak detector** – A meter and bypass of a backflow-prevention assembly in a fire line. A backflow-prevention assembly equal to the main line backflow-prevention assembly must protect the bypass.





**“Nonhealth” Hazard** – A cross-connection or potential cross-connection involving any substance that generally would not be a “health” hazard but would constitute a nuisance, or be aesthetically objectionable, if introduced into the potable water supply.

**Physically Disconnect** – Removal of piping, fixtures, or assemblies to create a physical, unobstructed, separation between the water supply outlet and the inlet.

**Plumbing Inspector** – Any person employed by El Oso WSC for the purpose of inspecting plumbing work and installations in connection with health and safety laws and ordinances, who has no financial or advisory interest in any plumbing company, and who has successfully fulfilled the examinations and requirements of the Texas State Board of Plumbing Examiners.

**Pressure vacuum breaker (PVB)** – An assembly consisting of an independently operating internally loaded check valve, an independently operating loaded air inlet valve located on the discharge side of the check valve, with properly located resilient-seated test cocks and tightly closing resilient-seated shutoff valves attached at each end of the assembly designed to operate under pressure for prolonged periods of time to prevent backsiphonage. The pressure vacuum breaker may not be subjected to any backpressure.

**Private Plumbing System** – The piping system belonging to the customer, normally being all line downstream of the meter, property line, or easement line.

**Qualified Customer Service Inspector** – Any person employed by El Oso WSC for the purpose of inspecting the private water distribution facilities and installations in connection with health and safety laws and ordinances, who has successfully fulfilled the examinations and requirements to the Texas Commission on Environmental Quality (TCEQ) established in the Rules and Regulations for Public Water Systems section 290.46(j).

**Recognized backflow-prevention assembly tester** – A person who successfully fulfilled the examinations and requirements of the Texas Commission on Environmental Quality (TCEQ) established in the Rules and Regulations for Public Water System section 290.44 (h) (4).

**Reduced-pressure principle backflow-prevention assembly (RPBA)** – The approved RPBA consists of two independently acting check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and below the first check valve. These units are located between two tightly closing resilient-seated shutoff valves as an assembly and are equipped with properly located resilient-seated test cocks.

**Service Connection** – A piping connection between the WSC main and a user’s private plumbing system. The service connection is property of the WSC and normally includes all piping up to the downstream side of the meter, property line, or easement line.

**Wholesale Account** – An account established to sell water to another water purveyor according to the terms of a negotiated contract.





This policy was adopted on this 13th day of September, 2011.

  
Charles M. Pogue, President

  
Gerald Jendrusch, Secretary





**Texas Commission on Environmental Quality  
Form TCEQ-20700 - Instructions**

**General Instructions:**

The purpose of form TCEQ-20700 Backflow Prevention Assembly Test and Maintenance Report (T&M Form) is to document the results of testing a backflow prevention assembly. The form can be completed in one of two ways:

1. The form can be printed and completed by hand, or
2. The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.). The yellow areas on the form can be completed electronically.

**NOTE:** *The form is intended to be completed on-site while testing is occurring. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.*

The form must be printed and signed by the Licensed Tester that performed the work, unless TCEQ approved electronic recording keeping is in use. The hardcopy original must be provided to the Public Water System (PWS) as specified in ***Title 30 of the Texas Administrative Code 290.44(h)(4)(c).***

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**Specific Instructions:**

Please follow the instructions below when completing form TCEQ-20700:

1. Check boxes: If completing the form electronically, all check boxes can be selected to make the desired indication. Selecting a box will insert an “X” in the box.
2. When performing the test, if the “Initial Test” yields acceptable results, do not complete the “Repairs and Materials Used\*\*” or “Test After Repairs” rows on the form.
3. Remarks: If completing the form electronically, the “Remarks” section of the form is expandable, which means the final report can be more than one page. All pages of the T&M Report must be submitted to the water system.
4. Testing completed by a licensed tester must be documented on one form. Any follow-up testing performed by a different tester must be documented on a separate form.

**Things to remember:**

1. Differential pressure gauges:
  - a. In order to prevent contamination, gauges used on potable water backflow prevention assemblies must **not** be used to test non-potable backflow prevention assemblies.
  - b. Gauges need to be tested for accuracy annually and that date plus the serial number and other gauge information must be correctly recorded on the form. This allows Public water systems to ensure that the gauges are in compliance.
2. Annual testing of backflow prevention assemblies (those installed to protect against health hazards) or differential pressure gauges is to occur no more than 12 months from the last test date.
3. A tester’s license is based on the testing procedures described in the University of Southern California’s 10th edition manual. These procedures are expected to be used when testing backflow prevention assemblies.
4. Type II assemblies: This form can only accommodate a Type II assembly with a single check bypass.





Texas Commission on Environmental Quality  
**BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT**

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the public water supplier for recordkeeping \*purposes:

NAME OF PWS:	
PWS ID#:	
PWS MAILING ADDRESS:	
PWS CONTACT PERSON:	
ADDRESS OF SERVICE:	

The backflow prevention assembly detailed below has been tested and maintained as required by commission regulations and is certified to be operating within acceptable parameters.

TYPE OF BACKFLOW PREVENTION ASSEMBLY (BPA):			
<input type="checkbox"/>	Reduced Pressure Principle (RPBA)	<input type="checkbox"/>	Reduced Pressure Principle-Detector (RPBA-D) Type II <input type="checkbox"/>
<input type="checkbox"/>	Double Check Valve (DCVA)	<input type="checkbox"/>	Double Check-Detector (DCVA-D) Type II <input type="checkbox"/>
<input type="checkbox"/>	Pressure Vacuum Breaker (PVB)	<input type="checkbox"/>	Spill-Resistant Pressure Vacuum Breaker (SVB)

Manufacturer:	Main:	Bypass:	Size:	Main:	Bypass:
Model Number:	Main:	Bypass:	BPA Location:		
Serial Number:	Main:	Bypass:	BPA Serves:		

Reason for test:	New <input type="checkbox"/>	Existing <input type="checkbox"/>	Replacement <input type="checkbox"/>	Old Model/Serial #	
Is the assembly installed in accordance with manufacturer recommendations and/or local codes?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the assembly installed on a non-potable water supply (auxiliary)?					<input type="checkbox"/> Yes <input type="checkbox"/> No

TEST RESULT	Reduced Pressure Principle Assembly (RPBA)			Type II Assembly	PVB & SVB	
<b>PASS</b> <input type="checkbox"/> <b>FAIL</b> <input type="checkbox"/>	DCVA		Relief Valve	Bypass Check	Air Inlet	Check Valve
	1 <sup>st</sup> Check	2 <sup>nd</sup> Check***				
<b>Initial Test</b> Date: <input type="text"/> Time: <input type="text"/>	Held at <input type="text"/> psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Held at <input type="text"/> psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at <input type="text"/> psid Did not open <input type="checkbox"/> open <input type="checkbox"/>	Held at <input type="text"/> psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at <input type="text"/> psid Did not open <input type="checkbox"/> Did it fully open (Yes <input type="checkbox"/> /No <input type="checkbox"/> )	Held at <input type="text"/> psid Leaked <input type="checkbox"/>
Repairs and Materials Used** Main: <input type="text"/> Bypass: <input type="text"/>						
<b>Test After Repair</b> Date: <input type="text"/> Time: <input type="text"/>	Held at <input type="text"/> psid Closed Tight <input type="checkbox"/>	Held at <input type="text"/> psid Closed Tight <input type="checkbox"/>	Opened at <input type="text"/> psid	Held at <input type="text"/> psid Closed Tight <input type="checkbox"/>	Opened at <input type="text"/> psid	Held at <input type="text"/> psid

\*\*\* 2<sup>nd</sup> check: numeric reading required for DCVA only

Differential pressure gauge used:	Potable: <input type="checkbox"/>	Non-Potable: <input type="checkbox"/>
Make/Model: <input type="text"/>	SN: <input type="text"/>	Date tested for accuracy: <input type="text"/>

Remarks:	

Company Name:	Licensed Tester Name (Print/Type):
Company Address:	Licensed Tester Name (Signature):
Company Phone #:	BPAT License # <input type="text"/>
	License Expiration Date: <input type="text"/>

**The above is certified to be true at the time of testing.**

\* TEST RECORDS MUST BE KEPT FOR AT LEAST THREE YEARS [30 TAC §290.46(B)]

\*\* USE ONLY MANUFACTURER'S REPLACEMENT PARTS





4. Policies and Procedures for Public Comment at Board Meetings



EL OSO WATER SUPPLY CORPORATION  
POLICIES AND PROCEDURES FOR PUBLIC COMMENT  
AT BOARD MEETINGS

Adopted in accordance with Section 551.007 of the Texas Government Code by  
the Board of Directors, this 5th day of November 2019.

  
President

  
Secretary-Treasurer







1. **Right of Public to Address the Board of Directors (“Board”).** Pursuant to Section 551.007, Texas Government Code, each member of the public who desires to address the Board regarding an item on the agenda for an open meeting of El Oso Water Supply Corporation may do so in accordance with this policy. The right to address the board applies to any member of the public.

2. **Comment Procedure.**

- a. After the presiding officer calls the meeting to order, the public comment period will be the first item on the agenda before the Board discusses or acts on any other agenda item.
- b. The board will place the official sign-up sheet for the meeting at the system’s main office at the time notice for the meeting is posted, and in a conspicuous location at the meeting not later than (5) five minutes before the presiding officer calls the meeting to order. Speakers may sign up to address the Board at any time before the presiding officer calls the public comment period agenda item, at which time the Board will collect the official sign-up sheet. Individuals may not address the Board or add their name or additional topics to the official sign-up sheet after the Board has collected it.
- c. Each speaker shall list their name on the official sign-up sheet, as well as the specific agenda item(s) they will be addressing. In addition to public comment on agenda items, the Board may also hear public comment on issues of general concern that are not on the agenda.<sup>1</sup> If a speaker wishes to address an issue that is not on the agenda, they shall indicate on the official sign-up sheet that they wish to speak on a matter of general concern.
- d. The Board will solicit speakers on each agenda item in numerical order. If the Board hears public comment on issues of general concern, those matters will be heard after the Board has received public comment on each item on the agenda. Speakers will be called upon in the order in which they appear on the official sign-up sheet.
- e. The public comment period will end after all individuals on the official sign-up sheet have addressed the Board.

3. **Time Limit for Public Comment.**

- a. Each speaker may address the Board for not more than (5) five minutes per agenda item, unless the Board extends the time limit at the meeting. For matters of general concern, each speaker may address the Board for not more than (5) five minutes per meeting.
- b. The official time for each speaker will be maintained and enforced by the Secretary-Treasurer or the Secretary-Treasurer’s designee.

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<sup>1</sup> Some systems may be required to hold a general public comment period by their bylaws, ordinances, or other governing documents.





- c. Except as provided by Section 3.d., speakers may not pool their time or give unused time to another speaker.
- d. If there are many individuals who are aligned on an issue who plan to provide the same or similar comments, the presiding officer may request that the group designate a spokesperson to speak on the group's behalf. However, individuals may still provide additional comment if they choose to do so.
- e. If a speaker addresses the Board through a translator, the speaker will be granted twice the amount of time granted to other speakers in accordance with this policy.
- f. Time spent on Board member questions or comments shall not be counted against a speaker's time.

**4. Location for Public Comment.** The presiding officer shall identify the podium, table, microphone, or other location from which speakers may address the Board. Speakers may not address the Board from any other location.

**5. Decorum.**

- a. All members of the public shall always be respectful of the Board and other attendees.
- b. Speakers shall address the Board one at a time.
- c. Attendees may not interrupt a speaker or Board member when the speaker or Board member has the floor.
- d. For purposes of this section, statements made during an individual's speaking time, including criticism of any act, omission, policy, procedure, program, or service of the system, do not constitute an abuse of decorum rules.

**6. Response by Board.** The Board welcomes public input and will take note of all public comment it receives at a meeting. The Board may ask questions and engage in dialogue about public comments regarding items on the agenda. For public comments regarding items not on the agenda, the requirements of the Texas Open Meetings Act (Tex. Gov. Code Ch. 551) prevent the Board from engaging in a dialogue but allow the Board to provide statements of factual information or recite existing policy in response to an inquiry.





**El Oso WSC Board Meeting**

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

**Public Comment Sign-Up Sheet**

Name	Agenda Item(s) #





# EL OSO WATER SUPPLY CORPORATION

4098 South Hwy 181  
Kenedy, TX 78119  
830-583-3543  
Fax: 830-583-3550  
www.elosowater.com

## VISITOR SPEAKER'S REQUEST FORM

Visitors wishing to address the Board must complete a Visitor Speaker's Request Form. Comments will be heard on a first come first serve basis. Visitors are allowed 5 minutes to speak. The Board is unable to respond to or discuss any issues that are brought up during this session that are not on the agenda.

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

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

Mailing Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

- I would like to comment on an agenda item on tonight's meeting agenda.

Item to be addressed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- I would like to comment on a topic NOT on tonight's meeting agenda.

Item to be addressed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**EL OSO  
WATER SUPPLY CORPORATION**

4098 South Hwy 181  
Kenedy, TX 78119  
830-583-3543  
Fax: 830-583-3550  
www.elosowater.com

**AGENDA ITEM REQUEST FORM**

Any item, to be considered for action by El Oso Water Supply Corporation, must be presented on this form, along with any unprivileged documentation and must be filed and complete to have an item placed on the El Oso WSC Board Agenda for consideration (This process is not required for members of the governing body, but it is encouraged). Before being considered filed for placement on the agenda, a summary of the item, all supporting documentation and review of the item must be performed for the request to be complete. If the request is from a citizen, the WSC shall expedite review through internal means. Only completed request forms are considered for placement on the agenda.

Regular Board meetings are held on the second Tuesday of the month at 4:00 p.m. in the WSC Administrative Building.

Requestor: \_\_\_\_\_

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

PRINTED NAME

Address: \_\_\_\_\_  
\_\_\_\_\_

Preferred Contact: ☐ Cell \_\_\_\_\_ ☐ Work Phone \_\_\_\_\_  
☐ E-Mail \_\_\_\_\_ ☐ Fax \_\_\_\_\_

I respectfully request the below item be placed in the \_\_\_\_\_ Agenda for the WSC Board of Directors consideration.

1) Describe item to be considered and/or area, if any: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_2) Executive Summary of Item and Action by Board sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_3) Do you need time to present this item? ☐ Yes ☐ No If so, how much time: \_\_\_\_\_





ADMINISTRATIVE OFFICE USE ONLY:

Consent Item: ☐ Yes ☐ No

Any Prior Action: ☐ Yes  
☐ No

Deadline for Board Action: \_\_\_\_\_

Projected Future Board Action: \_\_\_\_\_

Staff recommendation on this requested item: \_\_\_\_\_

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

Staff Comments: \_\_\_\_\_

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

TRACKING:

Received by Administrative Office: \_\_\_\_\_

Administratively Complete: \_\_\_\_\_

Date of Agenda placed for consideration: \_\_\_\_\_

Board Action Taken:  
☐ Yes ☐ No

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

\_\_\_\_\_  
SIGNATURE – General Manager





## 5. Water Leak Adjustment Policy



### EL OSO WATER SUPPLY CORPORATION

P.O. Box 309 ~ Karnes City, Texas 78118-0309

4098 S. Hwy 181 ~ Kenedy, Texas 78119

*"This institution is an equal opportunity provider, and employer."*

(830) 583-3543

Fax (830) 583-3550

email: [elosowsc@elosowater.com](mailto:elosowsc@elosowater.com)

#### Water Leak Adjustment Policy

##### Purpose:

El Oso Water Supply Corporation (EOWSC) recognizes that an unforeseen catastrophic water leak can have a considerable financial impact on its customers. The purpose of this policy is to provide the customer with some relief from abnormally high bills resulting from a qualified leak on the customer's side of the point of service (meter.)

##### Policy:

EOWSC may adjust abnormally high water bills resulting from in-ground service line leaks between the water meter and entry point of service into building. To qualify for an adjustment under this policy, the water usage must be at least 150,000 gallons.

The burden of proof that the leak occurred, has been repaired and is eligible for adjustment under this policy rests solely with the customer. Acceptable proof includes:

- 1) Copies of plumber's/contractor's invoice for repairing the leak;
- 2) Copies of receipts for materials purchased to repair the leak and/or a written statement detailing the materials and method of repairs completed.

Water leak adjustments are limited to one per account. The leak adjustment applies to one billing cycle only. When a leak occurs during more than one consecutive billing cycle, EOWSC will adjust the billing cycle with the highest usage.

All requests for adjustments under this policy must be received by EOWSC in writing and approved by EOWSC's General Manager. EOWSC shall be under no obligation to make adjustments to any bills not contested within thirty (30) days from the billing date.

EOWSC will calculate approved leak adjustments as follows:

- a) The Monthly Minimum for the meter will be charged, plus
- b) Charges for usage at the Tier 1 rate in affect at the time of the occurrence of the leak.

There will be no adjustment applied to the bill in situations where (i) the faucet was turned or left on inadvertently, (ii) any timer malfunctions on a sprinkler system or swimming pool, (iii) the customer fails to monitor their watering system, or (iv) the customer fails to repair the leak in a timely manner from the date of discovery of the leak.

This policy is adopted during a Regular Board Meeting.





6. PUC Publications – Utili-Facts

A PUBLICATION OF THE PUBLIC UTILITY COMMISSION OF TEXAS

# UTILI-FACTS

## One meter per residence requirements

It is important for water customers to receive a continuous and adequate supply of water. It is equally important for retail public utilities to have adequate measures in place to help ensure that each water customer receives an adequate supply of water that is protected from contamination from external sources. To help achieve this, rules have been written for the protection of both the customer and the utilities that call for one meter per residence or per commercial connection. The following are excerpts from the Public Utility Commission of Texas' (PUC) rules. The numbers and letters in brackets indicate where these rules can be found in the PUC's rule.

These rules apply to retail public water utilities:

One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The Commission may grant an exception to the individual meter requirements if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in unreasonable disruption of the customary use of the property. [Title 16, Texas Administrative Code (16 TAC), Section 24.89(a)(4)]

Use of meter – All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [16 TAC, Section 24.89(a)(1)]

Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data [30 TAC, Section 290.44(d)(4)]

Connection – A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [30 TAC, Section 290.38]

**Questions?**

Contact the PUC's Customer Protection Division by phone toll-free at 888-782-8477 (fax: 512-936-7003) or by mail at this address:

Public Utility Commission of Texas  
Customer Protection Division  
P.O. Box 13326  
Austin, TX 78711-3326







A PUBLICATION OF THE PUBLIC UTILITY COMMISSION OF TEXAS

# UTILI-FACTS

## RV Parks: Am I Regulated?

### Who Should Use This Guide?

This guide is intended to inform owners of recreational-vehicle (RV) parks that some of their activities may be regulated by the Public Utility Commission of Texas (PUC).



This publication is not a substitute for the PUC rules. You can download the PUC's rules at <http://www.puc.texas.gov/agency/ruleslaws/> in addition to the PUC, local government and other state and federal

agencies may have rules that apply.

### Is My RV Park Regulated by the PUC?

If you own or manage an RV park in Texas, you may be regulated by the PUC if you:

- Supply water for drinking, hand washing, dish washing, cooking, or bathing;
- Charge a maintenance fee to customers; or
- Bill customers for water or sewer service.

### Is my RV Park Regulated by the TCEQ?

If you own or manage an RV Park in Texas, you may be regulated by the Texas Commission on Environmental Quality (TCEQ) if you:

- Treat or dispose of wastewater;
- Dispose of Waste; or
- Disturb one acre or more of land during construction.

are not a utility.

Utilities are required to have a Certificate of Convenience and Necessity (CCN). The PUC's rules for utilities can be found in Chapter 24 of the PUC's rules.

For basic information on whether and how to establish a new water or sewer utility, please see Chapter 24, Subchapter G of the PUC's rules.

### For More Information

- For confidential assistance with the TCEQ's regulations for drinking water, garbage disposal, outdoor burning, or wastewater treatment, or with any other environmental concern, call the TCEQ's Small Business and Environmental Assistance hotline at 800-447-2827, or go to [www.TexasEnviroHelp.org](http://www.TexasEnviroHelp.org)
- To report an environmental complaint, you can contact your local law enforcement office, or call the TCEQ's Environmental Complaints reporting line at 888-777-3186. You can also submit a complaint electronically at [www.tceq.gov/goto/report\\_problem](http://www.tceq.gov/goto/report_problem)



### QUESTIONS:

Call: 512-936-7405

Write:  
Public Utility Commission  
Water Utilities Division  
1701 N. Congress Ave.  
P.O. Box 13326,  
Austin, TX 78711-3326

If you meet any one of the above criteria in this section, please contact the TCEQ's Small Business and Environmental Assistance Division by phone toll free number at 800-447-2827.

### Am I a Utility?

If you send a separate bill for water or sewer service to residents for service, then you are a utility. However, if you supply water or sewer service to tenants of rental property and do not charge a separate or additional fee for water or sewer service beyond the rental payment, then you