

# **TARIFF**

(AS REVISED JULY 2024)

**SOUTHWEST MILAM WATER SUPPLY CORPORATION**

**P. O. BOX 232**

**ROCKDALE, TEXAS 76567**

**512-446-2604**

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## **TARIFF FILING REQUIREMENTS**

Effective September 1, 2014, all non-profit water supply corporations are required to file their tariff with the Public Utility Commission of Texas (PUC) for information purposes only. Any amendments, changes or revisions (including rate changes) made to your tariff should also be filed with PUC. Tariffs should be mailed to:

**Public Utility Commission of Texas**

**Central Records**

**1701 N Congress PO Box 13326**

**Austin, Texas 78711-3326**

Supply Corporations failing to comply with the-PUC's rules may be subject to fines and penalties. The PUC will accept voluntary compliance with the filing requirements without penalty. Amendments to the Corporation's Tariff should be filed within 30 days after changes are made.

**SECTION A.**  
**RESOLUTIONS AND AUTHORITY**

THE BOARD OF DIRECTORS OF SOUTHWEST MILAM WATER SUPPLY CORPORATION ESTABLISHES THAT:

- 1 This Tariff of the Southwest Milam Water Supply Corporation, serving in Milam, Williamson, Lee, Burleson Counties consisting of Sections A. through J. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of October 16, 2023.
- 2 Only those preexisting written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.
- 3 The adoption/revisions of this tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
- 4 An official copy of this and all policies or records shall be available during regular office hours of the Corporation and a copy may be viewed on the Corporation’s website. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
- 5 Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
- 6 This tariff has been adopted / revised in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this 16<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
President, Southwest Milam Water Supply Corporation

SEAL

ATTEST:

\_\_\_\_\_  
Secretary, Southwest Milam Water Supply Corporation

## **SECTION B.** **STATEMENTS**

- 1 **Organization.** The Southwest Milam Water Supply Corporation / or SWMWSC is a member-owned, non-profit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to member owned member controlled nonprofit corporations for the purpose of furnishing potable water utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.
- 2 **Non-Discrimination Policy.** Membership in the Corporation and service is provided to all 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 Southwest Milam Water Supply Corporation, also referred to as Corporation, SWM, or SWM WSC. Failure on the part of the Member, Consumer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.
- 4 **Corporation Bylaws.** The Corporation Members have adopted bylaws (see Article 1396-2.09) 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 on any of 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 for refill only by authorized fire departments in accordance with a contract with the Corporation to supply water for use in fire suppression. The Corporation reserves the right to remove any hydrant or assign specific refill hydrants/valves 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 Nonstandard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.
- 6 **Damage Liability.** The SWM WSC is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limits of liability of the SWMWSC is the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability.
- 7 **Information Disclosure.** The records of the Corporation shall be kept in the Corporation office in Rockdale, 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 and other applicable law. 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. In accordance with Chapter 182, Subchapter B of the Texas Utilities Code, a customer's address, telephone number, account records, social security number, and information relating to the volume or units of utility usage, or the amounts billed to or collected from the individual for utility usage is kept confidential. An individual customer may request in writing that their name, address, telephone number, or social security number be disclosed. Customers may rescind a request for disclosure by providing a submitted request. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members. The Corporation shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

- 8 **Customer Notice of Rate Change.** The Corporation will give written notice of rate changes by mail or hand delivery and by email and the Corporation's website, if applicable, to all customers at least 30 days prior to the effective date of the new rate. The notice will contain the old rates, new rates, effective date of the new rate, meaning the first date of the applicable billing cycle where the new rate will take effect, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.
- 9 **Grievance Procedures.** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:
- a By presentation of concerns to the Corporation's manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
  - b By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
  - c The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
  - d Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.
- 10 **Customer Service Inspections.** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(i-j))
- 11 **Submetering Responsibility.** Sub metering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution system provided the Master Metered Account customer complies with the Public Utility Commission, Chapter 24, Subchapter I rules pertaining to Submetering. The Corporation has no jurisdiction over or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered customers of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Public Utility Commission.
- NOTE:** The system should check with the Master Metered Account Customer to:
- 1 See if they have registered with the TCEQ, (Chapter 13 Texas Water Code Subchapter M.)
  - 2 See that they do not charge their tenants more than the total amount of charges that you have 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.
  - 3 Protect the System's CCN. Should the Master Metered Account Customer continue to violate these or other State regulations, the Corporation will need to request a Cease-and-Desist Order from the TCEQ. (Texas Water Code Chapter 13.252 and 30 TAC Chapter 291.118)
12. **Prohibition Against the Resale of Water.** The meter and/or sewer connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

## **SECTION C.** **DEFINITIONS**

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

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

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

**Certificate of Convenience and Necessity (CCN)** - The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Southwest Milam Water Supply Corporation to provide water service within a defined territory. Southwest Milam Water Supply Corporation has been issued Certificate Number 10027. Territory defined in the CCN shall be the Certificated Service Area. (See Section D. Certificated Service Area Map)

**Corporation** - The Southwest Milam Water Supply Corporation. (Section B. 3 of this Tariff)

**Debt Owed to Corporation** - All debts accrued by an individual customer that shall include but not be limited to past due bills from the current or other/former service location(s) of the customer, deferred payment agreements, fees and penalties incurred in accordance with this Tariff, disconnect/reconnect fees, Corporation assessments, and any other monetary amount accrued and owed to the Corporation.

**Developer** - Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests two (2) or more 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 or sewer 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. The easement will be filed in the real property records of the appropriate county or counties.

**Equity Buy-In Fee** - Each Applicant for new service where a new service tap is necessary shall be required to achieve parity with the contributions to the construction or acquisition of the Corporations assets related to capacity that have been made previously by existing Members. This fee shall be assessed prior to providing service (or reserving service for nonstandard service applicants) on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. (See Section G. 7., also See Section K, Calculation of Average Net Equity Buy in Fee)

**Extreme Weather Emergency** - a period beginning when the previous day's highest temperature recorded for the Corporation's service area did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. An extreme weather emergency is over on the second business day the temperature exceeds 28 degrees Fahrenheit [as defined in 16 TAC 24.173(b)(2)].

**Final Plat** - A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water/sewer easements, and location(s) of lakes, streams, or rivers through the property. The Southwest Milam Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating Subdivision service requests under Section F. the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.

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

**Impact Fee** - A fee assessed of new Applicants for service based on the projected number of connections, amount of growth for a certain time period and future improvements. This fee shall be assessed prior to providing service on a per service unit basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested.

**Indication of Interest Fee** - A fee paid by a potential Member of the Corporation for the purpose of determining the feasibility of a construction and /or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available. This also applies to applicants applying for, or receiving, Temporary Service. (Section E. 6. b., and Sample Application Packet - USDA RUS-TX Bulletin 1780-9 (Rev. 9/02)

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

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

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

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

**Membership Fee** - A fee qualified as such under the terms of the tariff and the bylaws of the Corporation assigned to the real estate designated to receive service. The membership fee shall be refundable upon termination of service and surrendering the Membership. The membership fee cannot be more than 12 times the minimum monthly base rate.

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



**Public Utility Commission (PUC)** - State regulatory agency having jurisdiction over water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Nonprofit Water and Sewer Service Corporations

**Proof of Ownership** - For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate. (See Texas Property Code, Title 3, Chapter 12, Section 12.001 and 12.0011)

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

**Renter** - A consumer who rents or leases property from a Member or who may otherwise be termed a tenant. (See Tariff Section E. 7.)

**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. 3. b., E. 4. b., and Miscellaneous)

**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). (See definition of Reserved Service Charge)

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

**Service Unit** - The base unit of service used in facilities design and rate making. For the purpose of this Tariff, a service unit is a 5/8" X 3/4" water meter. (See Tariff Section G. 6. a., Miscellaneous)

**Subdivide** - To divide the surface area of land into lots or tracts. (Local Government Code Chapter 232, Section 232.021 Definitions)

**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. (Local Government Code Chapter 232, Section 232.021 Definitions)

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

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

**Temporary Service** - The classification assigned to 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 Section E. 1, E. 2, E. 3, and E. 5 are met. Applicant must have paid for a Hydraulic Investigation.

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

**Transferee** - An Applicant receiving a SWM WSC Membership by legal means from a person or entity desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff Section E. 6 c., Miscellaneous Transaction Forms and Texas Water Code Section 67.016)

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

**Usage - Amount billed for water or sewer service based on actual or estimated usage.**

1. **Actual Usage** – Amount billed or to be collected based on actual meter reading.
2. **Estimated Usage** – Amount billed or to be collected based on either the member’s historical average usage for the prior month or for the same month of the prior year where date is available. (See Section E.5.b.; See also PUC Rules 16 TAC §24.165(i) regarding estimated bills.)

**Water Conservation Penalty** - A penalty that may be assessed under Section H of this Tariff to enforce customer/member water conservation practices during drought contingency or emergency water demand circumstances. (See Texas Water Code Section 67.011 (b) and Section H. 7.)

## **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.**

# **CERTIFICATE OF CONVENIENCE AND NECESSITY**

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

## **Certificate No. 10027**

### I Certificate Holder:

Name: Southwest Milam Water Supply Corporation

Address: 706 East Cameron  
Rockdale, Texas 76567

### II General Description and Location of Service Area:

The area covered by this certificate is located in parts of the following counties: Milam, Burleson, Lee and Williamson Counties.

### III Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map, maintained in the offices of the Texas Commission on Environmental Quality, 12015 Park 35 Circle, Austin, Texas with all attendant privileges and obligations.

This certificate is issued under No. 10027 and subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Dated:

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
For the Commission

## **MAP OF CCN AREA**

**(INSERT YOUR MAP HERE)**

## **SECTION E.**

### **SERVICE RULES AND REGULATIONS**

- 1 **Service Entitlement.** An Applicant shall be considered qualified and entitled to water utility service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. (16 TAC 24.161(a))
  
- 2 **Application Procedures and Requirements.** For the purposes of this Tariff, service requested by an Applicant 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 E. 2. c. (4) of this section), 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.
  - c. **Requirements for Standard and Non-Standard Service.** 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 this or any other account the applicant(s) may have used in the past or currently. (See Sample Application RUS-TX Bulletin 1780-9 (Rev. 05/17))
    1. A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, required by the Corporation, must be completed by the Applicant for the purpose of allowing future facility additions. (See Sample Application - RUS-TX Bulletin 1780-9 (Rev. 9/02), 30 TAC 290.47 Appendix C.) **NOTE:** This requirement may be delayed for Non-Standard Service requests.
    2. The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of title to the real estate designated to receive service. (Texas Water Code Sections 67.016 (d), and 13.002 (11) See also Uniform Partition of Heirs Property Act, Property Code Chapter 23A).
    3. On the request by the property owner or owner's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of master meters. The Corporation shall be entitled to the payment of costs, including the costs of master 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. The Corporation shall consider master metering service to apartments, condos, trailer /RV parks, or business centers and other similar type

enterprises at an Applicant's request provided the total numbers of units to be served are all:

- a. Owned by the same person, partnership, cooperative, corporation, agency, public or private organization of any type but not including a family unit,
  - b. Directly inaccessible to public right-of-way, and
  - c. Considered a commercial enterprise i.e., for business, rental, or lease purposes.
4. 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 sixty (60) days. After that time the Applicant must re-apply for service. (16 TAC 24.153 (a)(1)).
  5. 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 Miscellaneous Transaction Forms)
  6. The Corporation shall post on its website or provide to each service applicant or transferee a copy of the Disclosure of Personal Information Request Form. See Section J, Miscellaneous Transaction Forms. See also, Texas Utilities Code Section 182.052(c).

**3 Activation of Standard Service.** Before receiving service, applicants must comply with all the following requirements, as applicable:

- a. **New Tap** - The Corporation shall charge a non-refundable service installation fee as required under Section G of this tariff. The service installation fee shall be quoted in writing to the Applicant. Any debt owed to the Corporation and all fees shall be paid, or a deferred payment contract signed in advance of installation. (16 TAC 24.163(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), labor, and material costs necessary to restore service. This Re-Service Fee shall be \$200.00. In the event an application is made for service on property where service previously existed, and the service is in the same name for which an in-active account exists, the Corporation shall charge the Membership Fee, any past due amounts and/or outstanding balances, and a Re-Service Fee of \$200.00.
- c. **Performance of Work** - After approval is granted by proper authorities, all tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all requirements for service have been met. The tap shall be completed within sixty (60) working days after approval and receipt of payment of quoted fees. This time may be extended for installation of equipment for Non-Standard Service Request. (16 TAC 24.161(a)(4), See Section F.)
- d. **Inspection of Customer Service Facilities** - The property of the Applicant/ Member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. (30 TAC 290.46(j))

**4 Activation of Non-Standard Service.**

- a. **Activation of Non-Standard Service** shall be conducted as prescribed by terms of Section F of this Tariff.
- b. **Re-Service** - The same terms which apply under the Activation of Standard Service Sub-Section on Re-Servicing shall be applied to Non-Standard Re-Service requests. (Section E. 3. b)

**5 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

6 **Membership.**

- a. **Eligibility**- Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership**- Upon qualification for service, qualification for Membership, and payment of the required fees, and any debt owed to the Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation's water utility service. 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 the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required. (See Section C., Section E. Sub-Section 1. Service Entitlement)
- c. **Transfers of Membership** - (Texas Water Code 67.016)
  1. A Member or executor of estate (court order or other legal instrument) is entitled to transfer Membership in the Corporation only under the following circumstances:
    - a. The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
    - b. The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; of which the Membership arose.
    - c. 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 Sub-Section 6.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. A transfer of Membership shall not be binding on the Corporation until such transfer has been approved as provided by Sub-Section 6.c. (3).
  3. Qualifications for service upon transfer of Membership set forth in Sub-Section 6.c.(1) and 6.c.(2) 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. A Transfer Authorization Form has been completed by the Transferor and Transferee;
    - b. The Transferee has completed the required Application Packet including granting the Corporation with a private utility easement on the form provided by the corporation;
    - c. The membership has not been fully or partially liquidated; and
    - d. All indebtedness due the Corporation has been paid; and
    - e. The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.
  4. If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10<sup>th</sup> day according to disconnection with notice requirements. Additional time may be allowed at the direction of the manager or board.
- d. **Cancellation of Membership** - To keep a Membership in good standing, a Service Availability Charge must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly



charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be subject to the terms of the Activation of Service Sub-Section E.3.b. of this Tariff. (Texas Water Code 67.016)

- e. **Liquidation Due to Delinquency** - If a service has been disconnected for non-payment for more than 30 days provided proper notice has been given (see Tariff Section E, Subsection 14, a. (4)), the member shall forfeit all rights and privileges of membership and become a non-member. The membership will be liquidated to cover any outstanding balances; any remaining balance will be returned to the previous member. All application and fee requirements of this Tariff, including payment of all past-due amounts, lock fee, reconnect fee, and membership fees must be satisfied prior to reconnection of service at the property. The Corporation shall collect any remaining account balances by initiation of legal action. Reinstatement of service shall be subject to the terms of the Activation of Service Sub-Section E. 3. b. of this Tariff.
- f. **Cancellation Due to Policy Non-Compliance** - The Corporation may cancel a Membership anytime a Member fails to comply with policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property from which the Membership arose. (Texas Water Code 67.016)
- g. **Re-Assignment of Canceled Membership** - The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the Membership rights thereby granted to any person who satisfactorily demonstrates eligibility for Membership, including but not limited to proof of ownership of the property from which the Membership arose. (Texas Water Code 67.016)
- h. **Memberships - General** - Prior to the cancellation of any Membership, the Corporation will notify the holder of any security interest in the Membership. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the Membership. The Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings or similar legal proceedings by the holder of the security interest.
- i. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings** - Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding 12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the Disconnection with Notice Provisions of Section E (14) (a) of this tariff, with a copy of the notice to the bankruptcy Trustee.

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

- 7 **Owners and Renters.** Any Member having complied with the requirements of this Tariff, renting or leasing real estate property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due to the Corporation. The membership for rental or leased properties shall be in the name of the Member as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The owner shall be required to sign an Alternate Billing Agreement if the Member requests that the tenant be billed for utility service. (See Miscellaneous Transaction Forms.) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation may notify the Member of the renter's past due payment status subject to service charges.

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.

- 8 **Denial of Service.** The Corporation may deny service for the following reasons:
  - a. Failure of the Applicant or Transferee to complete all required easements, forms and pay 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, and/or
  - g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.
  - h. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service. (Also see E 19.)

- 9 **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.

- 10 **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 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;
- c. Failure to pay a bill of another customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service.

11 ***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.

12 ***Charge Distribution and Payment Application.***

- a. **The Service Availability Charge** is for the billing period from the 25th day of the month to the 25th day of the month. Charges shall be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed on or about the 25th of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.
- b. **Gallonge 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 prior to posting against current billings.

13 ***Due Dates, Delinquent Bills, and Service Disconnection Date.*** The Corporation shall mail all bills on or about the 25th of the month. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A 2-day grace period may then be allowed for delayed payments prior to mailing of final notices. 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.

- a. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 15-day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings.

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

- a. **Disconnection with Notice** - Water utility service may be disconnected for any of the following reasons after proper notification has been given.
  - 1. Returned Checks or Other Similar Instruments -- 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. If a draft is returned by the bank for any reason, the draft will be suspended. The Member or Customer must contact the Corporation's Utility Billing Department in order to confirm that they want to continue with the automatic bank draft. 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. **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 (6) (i), or failure to comply with the terms of a deferred payment agreement.
3. Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation.
4. Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
5. Failure to provide access or hindering access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
6. Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
7. Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.
8. Cancellation of membership by Member on an account that the Member holds for water service to the Member's renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. Note: The cancellation of membership must be in writing and signed by the Member.

CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LEESSEES.)

9. Failure by a Member to pay for all repair or replacement costs resulting from the Member damaging system facilities including, but not limited to water or sewer lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering, or re-routing of lines or system components, or by any other action. The Corporation will provide the /Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received, or an acceptable payment plan is approved.
10. Failure to disconnect or secure additional service tap(s) for an RV or other service connection (See E. 24 of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.

- b. Disconnection Without Notice** - Water utility service may be disconnected without notice for any of the following conditions:
1. A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in Texas Health and Safety Code Sections 341.011 or 343.011. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (30 TAC 290.46(i) and 290.46(j)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.
  2. A line leak on the member's side of the meter is considered a potentially hazardous condition under paragraph b. 1, as stated above. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.
  3. Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
  4. In instances of tampering with the Corporation's meter or equipment, by-passing the meter or equipment, or other diversion of 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 under billing occurring due to any misapplication of rates more than six (6) months prior to the current billing;
  4. Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
  5. Failure of the Member to pay charges arising from an underbilling due to any faulty metering unless the meter has been tampered with or unless such under-billing charges are due under the Inoperative Meters subsection E. 19. 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;
  7. In response to a request for disconnection by an Owner/Member of rental property where the renter is billed directly by the Corporation as authorized by the owner, and the renter's account is not scheduled for disconnection under the Rules for Disconnection of Service in this Tariff.
  8. Failure of the Member to pay a bill due during an Extreme Weather Emergency if the Member has requested, accepted, and is in compliance with the terms of a deferred payment schedule under Section F. 9. of this Tariff. (16 TAC 24.173)

- d. **Disconnection on Holidays and Weekends** - Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.
  - e. **Disconnection Due to Utility Abandonment** - The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the PUC.
  - f. **Disconnection for Ill and Disabled** - 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. Each time a Member seeks to avoid termination of service under this Sub-section, the Member must have the attending physician call or contact the Corporation within seven (7) days of issuance of the bill. A written statement must be received by the Corporation from the physician within ten (10) days of the issuance of the utility bill. The prohibition against service termination shall last thirty (30) days from issuance of the utility bill or such lesser period as may be agreed upon by the Corporation and Member's physician. The Member shall enter into a Deferred Payment Agreement
  - g. **Disconnection of Master-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: (30 TAC SUBCHAPTER H. 291.126) 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. 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. The tenants may pay the Corporation for any delinquent bill on behalf of the owner to avert disconnection or to reconnect service to the complex.
  - h. **Disconnection of Temporary Service** - When an applicant with a Temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff service may be terminated with notice.
- 15 **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.
- 16 **Back-billing.** If a Member is undercharged the corporation may back-bill the Member. The Corporation may back-bill a Member for up to four (4) years (48 months) for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Member's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service. Back-billing shall not extend beyond current Membership except in cases involving the transfer of a Membership conditioned upon payment of delinquent obligations by the Transferee.
- 17 **Disputed Bills.** In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall forthwith make and conduct an investigation as shall be 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 except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee.

- 18 ***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 three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.
- 19 ***Bill Adjustment Due to Meter Error.*** The Corporation shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months but not extending beyond current Membership except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee. 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.
- 20 ***Meter Tampering and Diversion.***
- a. For purposes of these Sections, meter-tampering, by-passing, or diversion shall all be defined as tampering with the Corporation's service equipment, by-passing the same, or other instances of diversion, such as:
    - 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, and
    - 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.

The burden of proof of meter-tampering, by-passing, or diversion 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 meter-tampering as provided for in these Sections is 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, 12.21 and 12.22.

- b. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall disconnect service without notice as set forth in Subsection E.11.b. and charge the person who committed the Tampering the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.
- c. A person who otherwise destroys, defaces, damages or interferes with Corporation property will be charged the total actual loss to the Corporation including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues. The Corporation also will prosecute the offending party to the extent allowed under law pursuant to Texas Water Code Section 49.228 and other applicable laws.
- d. In addition to actual damages charged under subsection (b), the Corporation may assess a penalty against the offending party. The penalty shall not exceed six (6) times the Base Rate.

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

- 21 Ownership of equipment. All water meters and equipment and materials required to provide water or wastewater service to the point of customer connection; water meter or service tap, is the property of the Corporation upon installation, and shall be maintained by the water system only.
- 22 ***Meter Relocation.*** Relocation of services shall be allowed by the Corporation provided that:
- a. No transfer of Membership is involved;
  - b. An easement for the proposed location has been granted to the Corporation;
  - c. The Member pays the actual cost of relocation plus administrative fees, and
  - d. Meter must be re-located onto same tract, different location.
- 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. 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 (This refers to Section E.2. c. (4)). Any unauthorized sub metering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service. If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice in accordance with Paragraph E. 11. b. (30 TAC 290.44; See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 05/17)).
  - b. For purposes of this section, the following definitions shall apply:
    - 1) A "multiple connection" is the connection to any portion of a member's water or sewer system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water or sewer line serving another residence or commercial or industrial facility. Water or sewer lines to outbuildings, barns or other accessory structures shall not be consider a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.
    - 2) A "primary delivery point" shall mean the physical location of a meter or sewer tap that is installed in accordance with this Tariff and applicable law and which provides water or sewer service to the residence or commercial or industrial facility of a member.
    - 3) "Residential" or "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.
    - 5) "Industrial" facility shall mean any structure or combination of structures at which the manufacture or processing of any product, commodity or article is performed. An industrial activity 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 industrial facility.
- 24 ***Member's Responsibility.***
- a. The Member shall provide access to the meter as per the easement and service agreement. If access to the meter is hindered or denied, preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then service shall be discontinued, and the meter removed with no further notice. (Section E. 3. d.) 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 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 which contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. The service pipeline must be installed from the meter to the place of consumption and the Member is required to keep the service pipeline in good repair. The Member's responsibility shall begin at the discharge side of the meter. (30 TAC 290.46; 16 TAC 24.163(a); RUS-TX Bulletin 1780-9 (Rev. 05/17))
  - 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 the recommended grade. The Corporation may impose other site-specific requirements. All sewer and potable water service pipeline installations must be a minimum of nine feet apart and meet all applicable plumbing standards for crossings, etc. Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.
- c. A Member owning more than one (1) Membership shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.
- d. The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter or other service equipment as installed. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.
- e. The Corporation shall require each Member to have a cut-off valve on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the Corporation.)
- f. The Corporation requires a member or an applicant to provide notification if a concrete or asphalt driveway is to be installed on the property. If the driveway must cross the Corporation waterline, the member or applicant must pay the cost to encase the waterline. If an applicant's requested water service requires a waterline extension and that waterline extension must pass beneath one or more concrete or asphalt driveways, the applicant must pay the cost to encase the waterline at every driveway location. If a member installs a concrete or asphalt driveway over a corporation waterline without notifying the Corporation in writing and paying the Corporation to encase the waterline, a leak repair or other maintenance to the waterline may result in damage to the driveway for which the Corporation will not compensate the member.

25 ***Special Exceptions.*** The Board of Directors may consider requests from owners and renters for bill adjustments due to leaks caused by circumstances beyond their control. Customers making application under this provision shall be limited to one adjustment during a five (5) year period. Customers will be given the opportunity to appeal in person to the Board of Directors for consideration of a bill adjustment from a second leak within the same 5-year period. This must be a written request, submitted to the office in order to be placed on the agenda for the next regularly scheduled meeting. The water bill payment will be suspended pending Board action.

The written request must be filed with the Corporation no later than ten (10) days after the due date of the water bill in question. The written request must be signed by the customer of record.

The written request for an adjustment to a water bill must include a statement of facts relating to the circumstances of the leak, copy of all invoices for repairs performed by licensed plumbers, or repair parts if the repair work is performed by the customer.

In the event the General Manager finds an adjustment of a customer's water bill to be appropriate, the adjustment shall be based on the facts provided by the customer in the written statement and information gathered by the Corporation.

In all cases warranting an adjustment, the adjusted bill shall never be less than three times the previous 12-month average. Adjusted bills are due and payable upon receipt. All determinations made by the Board of Directors under this provision shall be final.

26 ***Accepted Payment Methods.*** The Corporation shall accept payment in the form of cash, check, money order, credit card, or debit card in office. Credit card and eCheck payments are accepted through our online and pay-by-phone payment systems. These payments may be subject to third-party processing fees (section G-27). Visa, MasterCard, Discover, and American Express cards are accepted. The Corporation also accepts payments through mail and automatic bank draft.

## **SECTION F.**

### **DEVELOPER, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS**

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

- 1 Corporation's Limitations.** All Applicants shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time, and with covenants of current indebtedness. The Corporation is not required to extend retail utility service to an Applicant in a subdivision where the responsible party (Applicant/Developer) of the applicable property (subdivision) has failed to comply with the terms of this policy. Section 13.2502 of the Texas Water Code requires that notice be given herein or by publication (see Miscellaneous Transaction Forms) or by alternative means to the Developers/Applicants.
- 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 on Non-Standard Service are determined, including the Non-Standard Service Applicant's and the Corporation's respective costs. For purposes of the Section, the term "Applicant" shall refer to the individual or entity that desires to secure Non-Standard Service from the Corporation. The Applicant must be the same person or entity that is authorized to enter into a contract with the Corporation setting for the terms and conditions pursuant to which Non-Standard Service will be furnished to the property. In most cases, the Applicant shall be the owner of real property for which Non-Standard Service is sought. In the event that the Applicant is other than the owner of real property, the Applicant must furnish evidence to the Corporation that it is authorized to request Non-Standard Service on behalf of such owner, or that it otherwise has authority to request Non-Standard Service for the real property.
- 3 Application of Rules.** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 3/4" diameter. Non-residential or residential service applications requiring a larger sized meter typically will be considered non-standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation or their designee shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

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

- 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 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 final numbered plat and all required county approvals within 90 days of the approval of the Non-Standard Service Application by the Board of Directors. If the Applicant is unable to provide all

required paperwork by the 90-day deadline, the Non-Standard Service Application will be presented to the Board of Directors to determine whether an extension can be granted. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

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

- c. A Non-Standard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G for purposes of paying initial administrative, legal, and engineering fees aside from those associated with the initial Hydraulic Investigation.
- 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, service may be extended provided that:
  - 1) The service location is not in an area receiving similar service from another utility;
  - 2) The service location is not within another retail utility's Certificate of Convenience and Necessity; and
  - 3) The Corporation's Certificate of Convenience and Necessity shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's Certificate of Convenience and Necessity, Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including administrative, legal, surveying and engineering fees incurred by Corporation in securing the amendment).

- 5 Design.** The Corporation shall study the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract by adopting 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 Applicant shall pay for the Consulting Engineer fees.
  - 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 all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted in application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided, however, that the Corporation shall pay the expense of such upgrading in excess of the Applicant's facility requirements.

- 6 Non-Standard Service Contract.** All Applicants requesting or requiring 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 terms of service prior to construction of required service facilities. The service contract may include, but are not limited to:
- a. All costs associated with required administration, design, construction, and inspection of facilities for water/sewer service to the Applicant's service area and terms by which these costs are to be paid.
  - b. Equity Buy-In Fee (Front-end Capital Contributions) required by the Corporation in addition to the other costs required under this Section.
  - c. Terms by which the Corporation shall administer the Applicant's project with respect to:
    - 1) Design of the Applicant's service facilities;
    - 2) Execution of the Service Contract;
    - 3) Dispensing advanced funds for construction of facilities required for the Applicant's service;

- 4) Inspecting construction of facilities; and
- 5) Testing facilities and closing the project.
- d. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuit in connection with the project.
- e. Terms by which the Applicant shall grant title or easement for right-of-ways, constructed facilities, and facility sites and/or terms by which the Applicant shall provide for the securing of required rights-of-way and sites.
- f. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.
- g. Any Non-Standard Service Contract that has nine (9) residential meters or less, and meets all the required criteria, may be approved by the Corporation's General Manager. All others require Board of Directors action.

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 the 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, or take any other lawful action determined appropriate by the Board of Directors of the Corporation.

**7 *Dedication of Water System Extension/Improvements to Corporation.***

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

**8 *Property and Right-of-Way Acquisition.*** With regard to construction of facilities, the Corporation shall require private right-of-way easements or 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 title to Facility sites on behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant. (See Sample Application Packet RUS Form 442-8 or 442-9.)
- b. No facilities shall be constructed in the public right-of-way without prior written consent of the Corporation. All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, if authorized by the Corporation, due to inability of the Applicant to secure private right-of-way easements, such as road bores and TxDOT approvals, shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including administrative, legal, and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.
- c. The Corporation shall require an exclusive dedicated right-of-way easement on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site and off-site facilities.

- d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipeline 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/sewer license, OSHA competent person training, and other licenses/certificates as required to complete the project); and
- f. The Contractor shall provide adequate certificates of insurance as required by the Corporation.

**10 Pre-Payment for Construction and Service.** After the Applicant has executed the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Nonstandard Service Contract. The corporation will reevaluate the total project cost once the Applicant is ready to begin construction. Any additional fees must be paid prior to the Applicant's final 90-day deadline. Once construction is complete, the Corporation will provide the Applicant with a final 30-day deadline to submit any meter installation payments and paperwork.

### **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 may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
- b. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.
- c. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to issue change-orders of any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.
- d. Applicant is responsible for choosing the meter locations within their subdivision. Should the Applicant choose to move the proposed location prior to construction, additional fees may be required. Once a meter has been installed it is subject to the standard move- meter policy in order to change the location.

## **PART II. Request for Service to Subdivided Property**

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

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

- a. Completion of requirements described in Section F. Part I., including completing the Nonstandard Service Application.
- b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
- c. Applicant shall be notified in writing by the Corporation or designated representative the timeframe within which the requested service can be provided and the costs for which the applicant will be responsible, in accordance with the details described on the Applicant's request for service.

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

- a. The Applicant must provide the following in addition to all other information otherwise required by this Section:
  - (1) Map and legal description of the area to be served using map criteria in 16 TAC 24.233(a) (2) (A-G)).
  - (2) Time frame for:
    - (a) Initiation of service
    - (b) Service to each additional or projected phase following the initial service
  - (3) Detailed description of the nature and scope of the project/development for:
    - (a) Initial needs
    - (b) Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase
  - (4) Flow and pressure for anticipated level of fire protection requested, including line size and capacity
  - (5) Specific infrastructure needs for anticipated level of fire protection requested, including line size and capacity
  - (6) Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
  - (7) Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.
- b. Applicant must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant can be provided within the time frame specified by the Applicant and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant

proposes development in phases, the Applicant should specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant must depict the currently estimated location of each phase on the maps required under 16 TAC Section 24.233(a)(2)(A-G). It is important that the Applicant's written request be complete. A complete service application by the Applicant should include:

- (1) The proposed improvements to be constructed by the Applicant;
  - (2) A map or plat signed and sealed by a licensed surveyor or registered professional engineer;
  - (3) The intended land use of the development, including detailed information concerning the types of land uses proposed;
  - (4) The projected water and/or sewer demand of the development when fully built out and occupied, the anticipated water/sewer demands for each type of land use, and a projected schedule of build-out;
  - (5) A schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
  - (6) A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- c. Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the Corporation that he/she may request expedited decertification from the PUC.
- d. Upon payment of the required fees, the Corporation shall review Applicant's service request. If no additional information is required from Applicant, the Corporation will prepare a written report on Applicant's service request, subject to any final approval by the Corporation's governing body (if applicable) which must be completed within the 90 days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).
- e. In the event the Corporation's initial review of the Applicant's service shows that additional information is needed, the Corporation will notify Applicant of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the Corporation receives the Applicant payment of the required fees. Applicant shall respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's written request. The Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within 90 days from the date of the initial written application and payment of all required fees.
- f. By mutual written agreement, the Corporation and the Applicant may extend the time for review beyond the 90 days provided for expedited petitions to the PUC.
3. Final approval. Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a nonstandard service contract will be executed, and the Corporation shall provide service according to the conditions contained in the Nonstandard Service Contract.



## **SECTION G.**

### **RATES AND SERVICE FEES**

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

- 1 ***Service Investigation Fee.*** The Corporation shall conduct a service investigation for each service application submitted at the Corporation office. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted, and the results reported under the following terms:
  - a. All Standard Service Investigation Fee are (see Section 22 - Hydraulic Investigation Fees) and all applicable costs for providing service shall be quoted in writing to the Applicant within sixty (60) working days of application.
  - b. All Non-Standard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to;
    - 1 provide cost estimates of the project
    - 2 to present detailed plans and specifications as per final plat
    - 3 to present a Non-Standard Service Contract to the Applicant, and
    - 4 to provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.)
- 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. The membership fee cannot be more than 12 times the minimum monthly base.
  - a. The Membership Fee for water service is \$250.00 for each service unit.
  - b. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence or actual connection served. (See Chart in Subsection 6 below.)
- 3 ***Impact Fee.*** Each Applicant shall be assessed an Impact Fee calculated by the engineer currently at an amount of \$7,656.00 per meter equivalent. For example, a 5/8" X 3/4" meter Impact Fee is \$7,656.00, a 1"-meter Impact Fee is \$19,140.00 and a 2"-meter Impact Fee is \$61,248.00. For meters larger than 2", use meter equivalent schedule in Sect. G (7). This fee is calculated based on the projected number of connections, amount of growth for a certain time period, and future improvements. This Impact Fee is used as set aside funds for proposed system improvements. This fee shall be assessed prior to providing service on a per service unit basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested.
- 4 ***Installation Fee.*** The Corporation shall charge an installation fee for service as follows:

**Standard Service** shall include all current labor, materials, engineering (aside from those associated with the initial Hydraulic Investigation), legal, and administrative costs necessary to provide individual metered water service and shall be charged on a per tap basis. The Installation Fee is \$800.00 for a Standard Service 5/8" x 3/4" or 3/4" meter.

**Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees (aside from those associated with the initial Hydraulic Investigation), as determined by the Corporation under the rules of Section F of this Tariff. Installation costs

for a 1” meter and larger will be taken on a case-by-case basis. Standard and Non-Standard Service installations shall include all costs of any pipeline relocations as per Section E.2. (c) (6) of this Tariff or other system improvements.

- 5 **Equity Buy-In Fee.** In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation’s assets related to capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per-service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production. The formula applied to such fee calculated annually after receipt of the system audit is as follows:

**Sample Calculation:**

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

a. Water Fee is \$1,161.68

Note: The Water Fee for oversized or Master Metered Accounts shall be based on the multiples of meter size equivalences. (See Chart in Subsection 16 below.)

6 **Monthly Charges.**

**Service Availability Charge**

- a. Water Service - The monthly charge for metered water service, which may or may not include allowable gallonage, is based on demand by meter size. Each charge is assessed based on the number of 5/8" X 3/4" meters (as per American Water Works Association maximum continuous flow specifications (see Miscellaneous) equivalent to the size indicated and is used as a base multiplier for the Service Availability Charge and allowable gallonage. Rates and equivalents are as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	MONTHLY RATE
5/8" X 3/4"	1.0	\$ 41.25
3/4"	1.5	\$ 61.88
1"	2.5	\$ 103.13
1 1/2"	5.0	\$ 206.25
2"	8.0	\$ 330.00
3" Displacement	9.0	\$ 371.25
3" Compound	16.0	\$ 660.00
3" Turbine	17.5	\$ 721.88
4" Compound	25.0	\$1031.25
4" Turbine	30.0	\$1237.50
6" Compound	50.0	\$2062.50
6" Turbine	62.5	\$2578.13
8" Compound	80.0	\$3300.00

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

Water - \$3.30 per 1,000 gallons for 0 to 6,000 gallons, \$3.60 per 1,000 gallons for 6,001 to 10,000 gallons, \$4.80 per 1,000 gallons for 10,001 to 20,000 gallons, \$5.40 per 1,000 gallons for 20,001 to 30,000 gallons, \$6.10 per 1,000 gallons for 30,001 to 40,000 gallons, \$6.70 per 1,000 gallons for 40,001 plus.

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 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.6. Monthly Charges of this tariff. (30 TAC 291.76 d. (3) (i))

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

- 7 **Assessments** If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water charges to be insufficient for the payment of all costs incident to the operation of the Corporation's system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment on indebtedness for the year's operations. (Article XVIII of Bylaws, Section 1.)
- 8 **Late Payment Fee.** Once per billing period, a penalty of \$5.00 or 10%, whichever is larger, shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance of \$ 5.00 or more, during the current billing period. Accounts with an unpaid balance of \$18.75 or more after late fees have been assessed are subject to being locked.
- 9 **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 \$5.00 or 10%, whichever is larger per notification. (See Miscellaneous Transaction Forms.)
- 10 **Mortgagee/Guarantor Notification Fee.** The Corporation shall assess a fee of \$35.00 for each notification to a Membership lien holder under agreement prior to Membership cancellation. (See Miscellaneous Transaction Forms.)
- 11 **Returned Check or Other Similar Instrument 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 \$30.00. (See Miscellaneous Transaction Forms)
- 12 **Reconnect Fee.** The Corporation shall charge a fee of \$50.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E.3.b. Re-Service.

13 **Re-Service Fee.** The corporation shall charge a fee of \$200.00 to an applicant at a location for which service previously existed, but where the Membership Fee has been liquidated and now requires the fitting of a metering device into an existing setting and may require modifications to the setting in order to restore service. When there has been no change in ownership or right of possession, any liquidated account charges must be paid before service can be restored. Previously unpaid balances will be determined at the time that re-service is requested. The Re-Service fee must be paid in the form of cash, money order, or cashier's check. At service locations where equipment tampering, or an unauthorized connection has resulted in forfeiture of membership and connection rights, the former member shall be required to make full payment of the membership fee and connection fee in effect at the time service is requested. Additionally, the former member shall be required to make full payment of applicable equipment damage fees. Water connections are not transferable to other service locations within the system but shall attach to the land to which they were originally allocated and convey with the land.

**Summary of Standard Meter Re-Service Fees.** The Corporation shall charge the following fees for the installation of a meter at a location for which service previously existed.

	<u>Within 4 Years of Disconnection</u>	<u>4+ Years After Disconnection</u>
Membership Fee:	\$250.00	\$250.00
Installation Fee:	\$ 0.00	\$800.00
Customer Service Inspection:	\$100.00	\$100.00
Equity Buy In Fee:	\$ 0.00	\$1,161.68
Impact Fee:	Any previously unpaid balance.	
Re-Service Fee:	\$200.00	\$ 0.00
<u>Liquidated Charges:</u>	<u>Any previously unpaid balance, up to \$300.00</u>	
<b>Total:</b>	<b>\$550.00 +</b>	<b>\$2,311.68 +</b>

14 **Service Trip Fee.** The Corporation shall charge a trip fee of \$25.00 for any service call or trip to the Member's tap as a result of a request by the Member or resident (unless the service call is in response to damage of the Corporation's or another Member's facilities) or for the purpose of disconnecting service.

15 **Equipment Damage Fee.**

- a. If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member and tenant if an Alternate Billing Agreement is in place. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.
- b. If the Corporation's facilities or equipment have been damaged in any respect due to excavation, digging, or any other activity that damages Corporation water lines and facilities, a fee shall be charged equal to the actual costs for all labor, water loss, materials and equipment necessary for repair or

replacement of the Corporation's water lines and facilities. In addition to the fee for the costs of all labor, materials, and equipment, an automatic penalty of six (6) times the then-applicable base rate shall also be assessed, and shall apply upon each occurrence of a violation of this section. A penalty under this section is in addition to any other penalty or remedy provided by the laws of the State of Texas or this Tariff. A penalty under this section is concurrent with and in addition to a penalty or fee incurred under any other provision in this Tariff.

- 16 **Customer History Report Fee.** A fee of \$20.00 shall be charged to provide a copy of the Members record of past water purchases in response to a Member's request for such a record.
- 17 **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.
- 18 **Transfer Fee.** An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$50.00
- 19 **Customer Service Inspection Fee.** A fee of \$100.00 will be assessed each Applicant before permanent continuous service is provided to new construction.
- 20 **Hydraulic Investigation Fee.** The Corporation shall conduct a service investigation for each service application submitted to the Corporation. An initial determination shall be made by the Corporation as to whether the service request is Standard or Nonstandard. An investigation shall then be conducted, and the results reported under the following terms:
  - a. All Standard Service requests shall be investigated and all applicable costs for providing service shall be quoted in writing to the Applicant.
  - b. All Nonstandard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to:
    - (1) Provide cost estimates of the project;
    - (2) to present detailed plans and specifications as per final plat;
    - (3) to advertise and accept bids for the project;
    - (4) to present a Nonstandard Service Contract to the Applicant; and
    - (5) to provide other services as required by the Corporation for such investigation. A Nonstandard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.6)

HYDRAULIC INVESTIGATION FEE SCHEDULE -

1 meter	\$ 150.00
2 meters	\$ 175.00
3 meters	\$ 200.00
4 meters	\$ 225.00
5 meters	\$ 250.00
6 meters	\$ 275.00
7 meters	\$ 300.00
8 meters	\$ 325.00
9 meters	\$ 350.00
10 or more	add \$ 25.00 per meter.

Water service investigation report shall remain in effect for a period not to exceed sixty (60) days.

- 21 **Regulatory Assessment.** 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 (0.5%) of the charge for retail water service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G.6. Monthly Charges of this tariff. (30 TAC 291.76 d. (3) (i))
- 22 **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 percentage of water charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.
- 23 **Post Oak Savannah Groundwater Conservation District (POS-GCD) Fees.** – POS-GCD is authorized under Texas Law to collect pumping and transport fees within its boundaries. Both the Pumping and Transport Fees are set annually by POS-GCD. These fees will be passed through to the membership as noted on the water bills. The Pumping Fee is applied to all members at the same rate. The Transport fee is applied to members located in either Williamson or Lee Counties at a rate assessed equally to each member in that county, the rate is revised on an annual basis.
- 24 **Third Party Fees.** Payments made via phone or online may be subject to fees from the third-party payment processor. These fees go directly to the third-party processor and will not be reflected on your Southwest Milam Water Supply Corporation account.
- 25 **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, or the general public, shall be charged to the recipient based on the cost of providing such service.
- 26 **Summary of Standard Meter Installation Fees.** The Corporation shall charge fees for the installation of a standard meter service as follows:
- |                              |                    |
|------------------------------|--------------------|
| Membership Fee:              | \$ 250.00          |
| Installation Fee:            | \$ 800.00          |
| Customer Service Inspection: | \$ 100.00          |
| Equity Buy In Fee:           | \$ 1,161.68        |
| <u>Impact Fee:</u>           | <u>\$ 7,656.00</u> |
| Estimated Cost:              | \$ 9,967.68        |
- Payment for New Meter Installations may only be made with cash, personal checks, money orders, and certified checks. Standard Meter Installations are subject to additional fees per individual Hydraulic Investigation results.
- 27 **Information Copy Fee.** A fee for the copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the Texas Government Code Section 552.261 et. seq.
- 28 **Line Extension Reimbursement Fee.** An approved Applicant may have to pay, on a prorated basis, a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other entity that made the initial capital outlay to extend service to that area.

**SECTION H.**  
**DROUGHT CONTINGENCY PLAN**

**Southwest Milam Water Supply Corporation**  
**2024 Retail Drought Contingency Plan**

706 E. Cameron Ave. Rockdale, TX. 76567  
Office: 512-446-2604 Fax: 512-446-7376  
Regional Water Planning Group: Region G

Water Right Numbers:

Post Oak Savannah Groundwater Conservation District- Historic Use Permit – 0107  
Post Oak Savannah Groundwater Conservation District- Historic Use Permit- 0108  
Post Oak Savannah Groundwater Conservation District- Historic Use Permit- 0109  
Post Oak Savannah Groundwater Conservation District- Historic Use Permit- 0110  
Post Oak Savannah Groundwater Conservation District- Existing Well- 0354  
Post Oak Savannah Groundwater Conservation District- 5.5 - 002

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- 10.0** Penalties for Violations
- 11.0** Exemptions or Waivers
- 12.0** Implementation

**1.0 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 will develop public awareness notices, bill stuffers, and other methods that will begin and continue as a constant type of reminder that water should be conserved at all times, not just during a drought or emergency. This Committee will also review and evaluate any needed amendments or major changes due to changes in the WSC service area population, distribution system or supply. This review and evaluation will be done on a regular basis of five years unless conditions necessitate more frequent amendments.

The plan will be implemented according to the three stages of rationing as imposed by the Board. Section 4 describes the conditions that will trigger these stages. Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 10 of this Plan.

## 2.0 Public Involvement and Education

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. Southwest Milam Water Supply Corporation will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of notices posted to the Corporation's website, public areas of the Corporation's office, local radio stations, and local newspapers.

## 3.0 Coordination with Regional Water Planning Group

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

## 4.0 Definitions

For the purposes of this Plan, the following definitions shall apply:

**Aesthetic Water Use:** water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

**Commercial and institutional water use:** water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

**Conservation:** those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

**Customer:** any person, company, or organization using water supplied by Southwest Milam Water Supply Corporation.

**Domestic water use:** water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

**Even number address:** street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8, and locations without addresses.

**Industrial water use:** the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

**Landscape irrigation use:** water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

**Non-essential water use:** water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- a. Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- b. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle;
- c. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- e. Flushing gutters or permitting water to run or accumulate in any gutter or street;
- f. Use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools
- g. Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- h. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- i. Use of water from hydrants for construction purposes or any other purposes other than firefighting.

**Odd numbered address:** street addresses, box numbers, or rural postal route numbers ending in 1,3,5,7, or 9.



## 5.0 Authorization

The Drought/Emergency Management Committee or their designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Drought/Emergency Management Committee or their designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

## 6.0 Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by Southwest Milam Water Supply Corporation. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

## 7.0 Trigger Conditions

The Drought Emergency Management Committee is responsible for monitoring water supply and demand conditions on a monthly basis (or more frequently if conditions warrant) and shall determine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified triggers are reached. The Committee will monitor monthly operating reports, water supply or storage tank levels and/or rainfall as needed to determine when trigger conditions are reached. The triggering conditions described below take into consideration: the vulnerability of the water source under drought of record conditions; the production, treatment and distribution capacities of the system, and member usage based upon historical patterns

**Utilization of alternative water sources and/or alternative delivery mechanisms:** Alternative water source for Southwest Milam Water Supply Corporation is an interconnect with the City of Rockdale.

**7.1 Stage I- Mild Condition:** Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section 4 Definitions, when Stage I water allocation measures are implemented. Stage I water allocation measures may be implemented when one or more of the following conditions exist:

- Water consumption has reached 70 percent of daily maximum supply for seven (7) consecutive days.
- Water supply is reduced to a level that is only 20 percent greater than the average consumption.
- There is an extended period (at least twelve (12) weeks) of low rainfall and daily use has risen 20 percent above the use for the same period during the previous year.

**Requirements for Termination:** Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 7 consecutive days.

**7.2 Stage II- Moderate Conditions:** Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section 8 of this plan when one or more of the following conditions exist:

- Water consumption has reached 85 percent of the amount available for seven consecutive days.
- The water level in any of the water storage tanks cannot be replenished for three (3) consecutive days.  
Example: The highest recorded water level drops ten (10) feet or more for three (3) consecutive days.

**Requirements for Termination:** Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 7 consecutive days. Upon the termination of Stage 2, Stage 1, or the applicable drought response stage based on the triggering criteria, becomes operative.

**7.3 Stage III- Severe Conditions:** Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when one or more of the following conditions exist:

- Failure of a major component of the system or an event which reduces the minimum residual pressure in the system below 35 psi for a period of 24 hours or longer.
- Water consumption of 95 percent or more of the maximum available for seven (7) consecutive days.

- Water consumption of 100 percent of the maximum available and the water storage levels in the system drop during one 24-hour period.
- Natural or man-made contamination of the water supply source(s).
- The declaration of a state of disaster due to drought conditions in a county or counties served by the corporation.
- Reduction of wholesale water supply due to drought conditions.
- Other unforeseen events which could cause imminent health or safety risks to the public.

**Requirements for Termination:** Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 7 consecutive days. Upon the termination of Stage 3, Stage 2, or the applicable drought response stage based on the triggering criteria, becomes operative.

## **8.0 Stage Levels of Water Allocations**

The Drought/Emergency Management Committee, or their designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section 7 of this plan, shall determine which stage level of water allocation is to be placed in effect. 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.

### **8.1 Stage I- Mild Conditions**

- Goal: achieve a voluntary 20 percent reduction in daily water demand.
- Alternate day, time of day, or duration restrictions for outside water usage allowed. (System will notify Customers which restriction is in effect).
- The system will reduce flushing operations.
- All operations of Southwest Milam Water Supply Corporation shall adhere to water use restrictions prescribed for Stage 1 of the Plan.
- Reduction of customers' water use will be encouraged through notices on bills or other methods.
- Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

### **8.2 Stage II- Moderate Conditions**

- Goal: achieve a 30 percent reduction in daily water demand.
- All outside water use is prohibited (except for livestock variances).
- Make public service announcements as conditions change via local media (TV, radio, newspapers, etc.).

### **8.3 Stage III- Severe Conditions**

- Goal: achieve a 30 percent reduction in daily water demand.
- All outside watering prohibited.
- Water use will be restricted to a percentage of each member's prior month usage. This percentage may be adjusted as needed according to demand on the system. Notice of this amount will be sent to each customer.
- Corporation shall continue enforcement and educational efforts.

#### **Note:**

- Refer to your water purchase contract for additional restrictions/requirements that may be imposed by stipulations from the wholesale supplier.
- There may be additional restrictions imposed by Governmental Entities.
- Meters will be read as often as necessary to insure compliance with this program for the benefit of all the customers.

## 9.0 Initiation and Termination Procedures

Once a trigger condition occurs, the General Manger, or his/her designee, shall, based on recommendation from the Chairperson of the Drought/Emergency Management Committee, decide the appropriate stage of rationing to be initiated. The initiation may be delayed if there is a reasonable possibility the water system performance will not be compromised by the condition. If water allocation is to be instituted, written notice to the customers shall be given.

Written notice of the proposed water allocation measure shall be mailed or delivered to each affected customer upon the initiation of each stage. In addition, upon adoption of Stage II or Stage III, a notice will be placed in a local newspaper or announced on a local radio, television station or other forms of media. The fire chief and other local officials will also be notified. The customer notice shall contain the following information:

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

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

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

## 10.0 Penalties for Violations

No person shall knowingly or intentionally allow the use of water from Southwest Milam Water Supply Corporation for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Drought/Emergency Management Committee or their designee, in accordance with provisions of this Plan.

Any person, including a person classified as a water customer of Southwest Milam Water Supply Corporation, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

- a. **First Violation-** The customer/member will be notified by a written notice of their specific violation.
- b. **Second Violation-** The Corporation may install a flow restricting device in the customer's service line to limit the amount of water that will pass through the meter in a 24- hour period. The cost of this shall be the actual cost to do the work and shall be paid by the customer.
- c. **Subsequent Violations-** The Corporation may terminate service for up to 7 days and charge for the service call to restore service.

## **11.0 Exemptions or Waivers**

The General Manger, or his/her designee, 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.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the Drought/Emergency Management Committee within 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:

- a. Name and address of the petitioner(s).
- b. Purpose of water use.
- c. Specific provision(s) of the Plan from which the petitioner is requesting relief.
- d. 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.
- e. Description of the relief requested.
- f. Period of time for which the variance is sought.
- g. 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.
- h. 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 the Plan. 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.

## **12.0 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 annually or more frequently. 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 May 6, 2024.

# Southwest Milam Water Supply Corporation

## 2024 Wholesale Drought Contingency Plan

706 E. Cameron Ave. Rockdale, TX. 76567

Office: 512-446-2604 Fax: 512-446-7376

Regional Water Planning Group: Region G

### Water Right Numbers:

Post Oak Savannah Groundwater Conservation District- Historic Use Permit – 0107

Post Oak Savannah Groundwater Conservation District- Historic Use Permit- 0108

Post Oak Savannah Groundwater Conservation District- Historic Use Permit- 0109

Post Oak Savannah Groundwater Conservation District- Historic Use Permit- 0110

Post Oak Savannah Groundwater Conservation District- Existing Well- 0354

Post Oak Savannah Groundwater Conservation District- 5.5 - 002

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### **1.0 Declaration of Policy, Purpose, and Intent**

In order to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the Southwest Milam Water Supply Corporation adopts the following Wholesale Drought Contingency Plan(the Plan).

### **2.0 Public Involvement**

Opportunity for the public and wholesale water customers to provide input into the preparation of the Plan was provided by Southwest Milam Water Supply Corporation by means of public notice in local newspapers and holding a public meeting to accept input on the plan.

### **3.0 Wholesale Water Customer Education**

Southwest Milam Water Supply Corporation will periodically provide wholesale water customers with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by mail or telephone. The news media will also be informed.

### **4.0 Coordination with Regional Water Planning Groups**

The water service area of the Southwest Milam Water Supply Corporation is located within the Brazos Region G and the Southwest Milam Water Supply Corporation has provided a copy of the Plan to the Brazos Region G Planning Group.

## 5.0 Authorization

The Drought/Emergency Management Committee, or their designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Drought/Emergency Management Committee or their designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

## 6.0 Application

The provisions of this Plan shall apply to all customers utilizing water provided by the Southwest Milam Water Supply Corporation. The term's "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

## 7.0 Criteria for Initiation and Termination of Drought Response Stages

The Drought/Emergency Management Committee, or their designee, shall monitor water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Customer notification of the initiation or termination of drought response stages will be made by mail or telephone. The news media will also be informed.

The items that will be monitored for the initiation or termination of drought response stages are:

- a. Daily levels in storage tanks
- b. Comparing the monthly operating reports
- c. Time of daily well pumping.

The triggering criteria described below are based on the safe operating capacity of the water system. This is the amount of water that can be reliably produced and distributed without undue stress on facilities and equipment or significant degradation of service.

**Utilization of alternative water sources and/or alternative delivery mechanisms:** Alternative water source for Southwest Milam Water Supply Corporation is an interconnect with the City of Rockdale.

### 7.1 Stage I - Mild Water Shortage Conditions

**Requirements for Initiation-** Southwest Milam Water Supply Corporation will recognize that a mild water shortage condition exists when one or more of the following conditions exist:

1. Water consumption has reached 70 percent of daily maximum supply for seven (7) consecutive days.
2. Water supply is reduced to a level that is only 20 percent greater than the average consumption for the previous month.
3. There is an extended period (at least 12 weeks) of low rainfall and daily use has risen 20 percent above the use of the same period during the previous year.

**Requirements for Termination-** Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 60 consecutive days. Southwest Milam Water Supply Corporation will notify its customers and the media of the termination of Stage 1.

### 7.2 Stage II- Moderate Water Shortage Conditions

**Requirements for Initiation-** Southwest Milam Water Supply Corporation will recognize that a moderate water shortage condition exists when one or more of the following conditions exist:

1. Water consumption has reached 85 percent of the amount available for seven (7) consecutive days.
2. The water level in any of the storage tanks cannot be replenished for three (3) consecutive days. Example: The highest recorded water level drops ten (10) feet or more for three (3) consecutive days.

**Requirements for Termination-** Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 2, Stage 1, or the applicable drought response stage based on the triggering criteria, becomes operative. Southwest Milam Water Supply Corporation will notify its customers and the media of the termination of Stage 2.

### **7.3 Stage III- Severe Water Shortage Conditions**

**Requirements for Initiation** - The Southwest Milam Water Supply Corporation will recognize that a severe shortage condition exists when one or more of the following conditions exist:

1. Failure of a major component of the system or an event which reduces the minimum residual pressure in the system below 35 psi for a period of 24 hours or longer.
2. Water consumption of 95 percent or more of the maximum available for seven (7) consecutive days.
3. Water consumption of 100 percent of the maximum available and the water storage levels in the system drop during one 24-hour period.
4. Other unforeseen events which could cause imminent health or safety risks to the public.

**Requirements for Termination** - Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 3, Stage 2, or the applicable drought response stage based on the triggering criteria, becomes operative. Southwest Milam Water Supply Corporation will notify its customers and the media of the termination of Stage 2.

### **7.4 Stage IV- Emergency Water Shortage Conditions**

**Requirements for Initiation** - Southwest Milam Water Supply Corporation will recognize that an emergency water shortage condition exists when one or more of the following conditions exist:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service: or
2. Natural or man-made contamination of the water supply source(s).

**Requirements for Termination** - Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of time required to correct the situation. Southwest Milam Water Supply Corporation will notify its customers and the media of the termination of Stage 4.

## **8.0 Drought Response Stages**

The Drought/Emergency Management Committee, or their designee, shall monitor water supply and/or demand conditions and, in accordance with the triggering criteria set forth in Section 7, shall determine that mild, moderate, or severe water shortage conditions exist or that an emergency condition exists shall implement the following actions:

### **8.1 Stage I- Mild Water Shortage Conditions**

1. Goal: achieve a voluntary 20 percent reduction in daily water demand.
2. Supply Management Measures: Modify procedures as listed in Section VII(a).
3. Demand Management Measure:
  - (a) The Drought/Emergency Management Committee or their designee will contact water customers to discuss water supply and/or demand conditions and will request that water customers initiate voluntary measures to reduce water use. (Implement Stage 1 of the customer's drought contingency plan)
  - (b) The Drought/Emergency Management Committee, or their designee(s), will provide a weekly report to news media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

### **8.2 Stage II- Moderate Water Shortage Conditions**

1. Goal: achieve a 30 percent reduction in daily water demand.
2. Supply Management Measures: Modify procedures as listed in Section VII(b).
3. Demand Management Measures:
  - (a) The Drought/Emergency Management Committee, or their designee, will initiate weekly contact with water customers to discuss water supply and/or demand conditions and the possibility of pro rata curtailment of water diversions and/or deliveries.
  - (b) The General Manger, or their designee, will request water customers to initiate mandatory measure to reduce non-essential water use (Stage 2 of the customer's drought contingency plan).
  - (c) The Drought/Emergency Management Committee, or their designee, will initiate preparations for the implementation of pro rata curtailment of water diversions and/or deliveries by preparing

a monthly water usage allocation baseline for each customer according to the procedures specified in Section 7 of the Plan.

(d) The Drought/Emergency Management Committee, or their designee, will provide weekly reports to new media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measure and practices.

### **8.3 Stage III- Severe Water Shortage Conditions**

1.Goal: achieve a 30 percent reduction in demand.

2.Supply Management Measures: Modify procedures as listed in Section VII (c).

3.Demand Management Measures:

(a) The Drought/Emergency Management Committee, or their designee, will contact water customers to discuss water supply and/or demand conditions and will request that water customers initiate additional mandatory measures to reduce non-essential water use (implement Stage 3 of the customer's drought contingency plan).

(b) The Drought/Emergency Management Committee, or their designee, will initiate pro rata curtailment of water diversions and/or deliveries for each customer according to the procedures specified in Section VI of the Plan.

(c) The Drought/Emergency Management Committee, or their designee, will provide a weekly report to news media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

### **8.4 Stage IV- Emergency Water Shortage Conditions**

Whenever emergency water shortage conditions exist as defined in Section 7 of the Plan, the Drought/Emergency Management Committee shall:

1.Assess the severity of the problem and identify the actions needed and time required to solve the problem.

2.Inform the water customer by telephone or in person and suggest actions, as appropriate, to alleviate problems (e.g., notification of the public to reduce water use until service is restored).

3.If appropriate, notify city, county, and/or state emergency response officials for assistance.

4.Undertake necessary actions, including repairs and/or clean-up as needed.

5.Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions.

## **9.0 Pro Rata Curtailment**

In the event that the triggering criteria specified in Section 7 of the Plan for Stage 3 - Severe Water Shortage Conditions have been met, the Drought/Emergency Management Committee is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code, § 11.039 and according to the following water allocation policies and procedures:

(a) A customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by resolution of the Board of Directors based on the Drought/Emergency Management Committee 's assessment of the severity of the water shortage condition and the need to curtail water deliveries and may be adjusted periodically by resolution of the Board of Directors as conditions warrant. Once pro rata allocation is in effect, water deliveries to each customer shall be limited to the allocation established for each month.

(b) A monthly water usage allocation shall be established by the Drought/Emergency Management Committee, or their designee, for each customer. The customer's water usage baseline will be computed on the average water usage by month for the 2014-2018 periods as shown in the example given below. If the water customer's billing history is less than 5 years, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists.



**Example Calculation of Monthly Allocation for a Hypothetical Water Customer**

	2014	2015	2016	2017	2018	SUM	AVG	ALLOCATION PERCENTAGE	MONTHLY ALLOCATION
JANUARY	6724	5722	5444	6892	6818	31600	6320	75%	4740
FEBRUARY	5913	5352	5653	5021	6565	28504	5700.8	75%	4275.6
MARCH	6032	4809	5693	5138	5213	26885	5377	75%	4032.75
APRIL	6233	5895	5734	6623	6609	61094	6218.8	75%	4664.1
MAY	9212	6485	5867	6306	7313	35183	7036.6	75%	5277.45
JUNE	8379	6144	6616	7823	10061	39023	7804.6	75%	5853.45
JULY	9451	8092	9749	11315	10561	49168	9833.6	75%	7375.2
AUGUST	10866	13405	14813	10770	13854	63708	12741.6	75%	9556.2
SEPTEMBER	12390	13222	8654	9650	11780	55696	11139.2	75%	8354.4
OCTOBER	7403	12427	7870	8677	6995	43372	8674.4	75%	6505.8
NOVEMBER	7321	8597	7269	6757	6262	36206	7241.2	75%	5430.9
DECEMBER	6323	5675	5802	6267	5923	29990	5998	75%	4498.5
TOTAL	96247	95825	89164	91239	97954				

\*Calculation is based upon average usage for active meters for each month listed.

(c) The Drought/Emergency Management Committee or their designee shall provide notice, by certified mail, to each customer informing them of their monthly water usage allocations and shall notify the news media and the executive director of the Texas Commission on Environmental Quality upon initiation of pro rata water allocation.

(d) Upon request of the customer or at the initiative of the Drought/Emergency Management Committee, the allocation may be reduced or increased if:

- (1) the designated period does not accurately reflect the wholesale customer's normal water usage;
- (2) the customer agrees to transfer part of its allocation to another wholesale customer; or
- (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established here-under to the Southwest Milam Water Supply Corporation Board of Directors.

**10.0 Contract Provisions**

Southwest Milam Water Supply Corporation will include a provision in every wholesale water contract entered into or renewed after adoption of the Plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

**11.0 Enforcement**

During any period when either mandatory water use restrictions or pro rata allocation of available water supplies are in effect, wholesale customers shall pay the following surcharges on excess water diversions and/or deliveries:

- (a) 1 1/2 times the normal water charge per thousand gallons for water deliveries in excess of the monthly allocation up through 10 percent above the monthly allocation.
- (b) 2 times the normal water charge per thousand gallons for water deliveries in excess of the monthly allocation from 10 percent through 15 percent above the monthly allocation.
- (c) 3 times the normal water charge per thousand gallons for water deliveries in excess of the monthly allocation from 15 percent through 20 percent above the monthly allocation.
- (d) 4 times the normal water charge per thousand gallons for water deliveries more than 20 percent above the monthly allocation.
- (e) The above surcharges shall be cumulative.

**12.0 Variances**

The Drought/Emergency Management Committee, or their designee, may, in writing, grant a temporary variance to the pro rata water allocation policies provided by this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety 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.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the Drought/Emergency Management Committee within 5 days after pro rata allocation has been invoked. All petitions for variances shall be reviewed by the Board of Directors, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Detailed statement with supporting data and information as to how the pro rata allocation of water under the policies and procedures established in the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (c) Description of the relief requested.
- (d) Period of time for which the variance is sought.
- (e) Alternative measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (f) Other pertinent information.

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

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

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

### **13.0 Severability**

It is hereby declared to be the intention of the Board of Directors of Southwest Milam Water Supply Corporation that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by Southwest Milam Water Supply Corporation without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

# Southwest Milam Water Supply Corporation

## Retail Water Conservation Plan

### 2024

#### Table of Contents

- 1.0** Water Conservation Plan
- 2.0** Community Outreach/Public Education
- 3.0** Southwest Milam Water Supply Corporation Rate Structure
- 4.0** Coordination with Regional Water Planning Groups
- 5.0** Contract Requirements
- Appendix A** Utility Profile for Retail Water Supplier
- Appendix B** Projected Water Demands for Region G
- Appendix C** Southwest Milam Water Supply Distribution Assets and Southwest Milam WSC CCN
- Appendix D** Southwest Milam Water Supply Board of Directors Adoption for 2024 Water Conservation Plan
- Appendix E** Transmittal Letter to Region G

#### 1.0 Water Conservation Plan

Southwest Milam Water Supply Corporation is required by the State of Texas to adopt and implement a water conservation plan. In 2007, the 80<sup>th</sup> Texas Legislature amended Section 13.146 of the Texas Water Code to require each retail public utility that provides potable water service to 3,300 or more connections to submit a water conservation plan to the Texas Water Development Board (TWDB). The initial plans were due on May 1, 2009. The code also requires the utility to report annually on the progress of the program and also review/update the plan once every five years.

**1.1** In accordance with the TAC Title 31 Part 10, Chapter 363, Subchapter A, Division 2, Rule §363.15 (B), the following five- and ten-year goals have been established. These goals are specific and quantifiable for water savings. Included are goals for water loss programs in gallons per capita per day, and goals for municipal use and residential use, in gallons per capita per day.

### Water Conservation Plan

#### 5- and 10- year Goals for Water Savings

PWS Name: Southwest Milam Water Supply Corporation

PWS ID # 1660015

Water Conservation Plan Year: 2024

	Historic 5yr Average	Baseline	5-yr Goal for year 2025	10-yr Goal for year 2030
Total GPCD	113.46	124.37	120.64	118.78
Residential GPCD	63.66	63.69	61.78	60.82
Water Loss (GPCD)	26.10	40.63	39.41	37.78
Water Loss (Percentage)	22.64	32.67	27.17	16.17

\*\*Please see Appendix A for information on calculating the above figures.

## **1.2 Goals and Objectives of Water Conservation Plan:**

Potential population growth and infrastructure improvements will be factored into the measurement of the effectiveness of these goals.

1. To reduce the water consumption from the levels that would prevail without conservation efforts.
2. To reduce the loss and waste of water.
3. To improve the efficiency in the use of water.

### **1.2.1 Five Year Target for Water Savings**

- 1.Reduce Total GPCD consumption by 3%
- 2.Reduce the total apparent losses by 3%
- 3.Water loss GPCD to be lowered by 3%
- 4.Water loss to be reduced by 5.5%

### **1.2.2 Ten Year Target for Water Savings**

- 1.Reduce Total GPCD by additional 1.5%
- 2.Water loss GPCD to be lowered by an additional 4%
- 3.Water loss to be reduced by an additional 11%

### **1.2.3 Methods for Water Savings Goal Implementation**

1. Monitor operational flushing.
2. Control of unaccounted for water:
  - The distribution system is monitored through Southwest Milam WSC's SCADA.
  - All wells are metered, and the meters are tested annually for accuracy.
3. Leak detection program:
  - Daily visual inspections along distribution lines
  - Repair or replace older segments of pipe that are prone to leaks.
  - Monitor SCADA for changes in tank levels
  - Work order system
    - i. Mobile work order system sends leak information directly to Field Personnel
    - ii. All leak work orders are prioritized.
4. Customers are notified when leaks are on the customer supply line.
5. Utilize 811 to reduce leaks.
6. Universal metering:
  - Production meters measure all water diverted from the source of supply.
  - Southwest Milam WSC meters 100% of the connections to the distribution system
  - All metering devices test within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply.
  - Meter Replacement/Meter testing, maintain accurate metering devices:
    - i. Residential meters are replaced at 1.5 million gallons of usage.
    - ii. Large and compound meters are on a testing schedule.
7. Record management system will track annual water use and provide information used to evaluate the implementation of conservation measures. Water sales are grouped into user classes: residential, commercial, institutional, and industrial. Monthly and annual data of water pumped, water deliveries, and water losses are used to develop an annual water audit for the distribution system.
  - Electronic meter system software is integrated with the utility billing system.
  - Monthly electronic meter reports are generated and used to detect illegal connections, abandoned services, inaccuracies in billing, and meters in need of replacement.
  - Account usage adjustments are tracked and reflected in unaccounted water loss.
  - Southwest Milam Water Supply Corporation will utilize available conservation and efficiency tracking tools to develop long range conservation plans and goals.

### 1.2.4 Measurement of Progress

Southwest Milam Water Supply Corporation will utilize available conservation tracking tools to assist in developing long range conservation plans and goals, and to help with tracking the efficacy of conservation strategies that are put into place.

## 2.0 Community Outreach/Public Education

Goals and objectives: This program will raise awareness of water supply resources, water supply availability, treatment, and distribution issues. Information will be provided on efficient use of the water supply, methods to reduce wasteful water use practices, and how conservation is important for managing the water for everyone's future.

### 2.1 Communication Plan Implementation:

1. Southwest Milam WSC website:
  - a. Drought status and present level of water restrictions.
  - b. Links to websites that encourage water efficiency.
2. Seasonal messaging on monthly billing statements.
3. Informational posters in the Customer Service area of our office.

## 3.0 Southwest Milam Water Supply Corporation Water Rate Structure

Non-promotional cost-based water rates which do not encourage excessive use of water.

### 3.1 Standard Service

The monthly charge for Standard Service (5/8" x 3/4" meter) shall be as follows:

\$41.25 Service Availability Charge per meter regardless of water usage or connection

\$3.30 per thousand gals. From 0 to 6,000 gals.

\$3.60 per thousand gals. From 6,001 gals. To 10,000 gals.

\$4.80 per thousand gals. From 10,001 gals. To 20,000 gals

\$5.40 per thousand gals. From 20,001 to 30,000 gals.

\$6.10 per thousand gals. From 30,001 to 40,000 gals.

\$6.70 per thousand gals. From 40,001 gals. +

### 3.2 Large Volume Service

The monthly charge for Large Volume Service shall be as follows:

Meter Size	Service Availability Charge
Full 3/4"	\$61.88
1"	\$103.13
1.5"	\$206.25

\$3.30 per thousand gals. From 0 to 6,000 gals.

\$3.60 per thousand gals. From 6,001 gals. To 10,000 gals.

\$4.80 per thousand gals. From 10,001 gals. To 20,000 gals

\$5.40 per thousand gals. From 20,001 to 30,000 gals.

\$6.10 per thousand gals. From 30,001 to 40,000 gals.

\$6.70 per thousand gals. From 40,001 gals. +

## 4.0 Coordination with Regional Water Planning Groups

The water service area of the Southwest Milam Water Supply Corporation is located within the Brazos Region G and the Southwest Milam Water Supply Corporation has provided a copy of the Plan to the Brazos Region G Planning Group

## 5.0 Contract Requirements

Southwest Milam Water Supply Corporation will include a provision in every wholesale water contract entered or renewed after official adoption of the plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this Plan. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this Plan.

# Southwest Milam Water Supply Corporation

## 2024 Wholesale Water Conservation Plan

706 E. Cameron Ave. Rockdale, TX. 76567  
Office: 512-446-2604 Fax: 512-446-7376  
Regional Water Planning Group: Region G

### Water Right Numbers:

Post Oak Savannah Groundwater Conservation District- Historic Use Permit – 0107  
Post Oak Savannah Groundwater Conservation District- Historic Use Permit- 0108  
Post Oak Savannah Groundwater Conservation District- Historic Use Permit- 0109  
Post Oak Savannah Groundwater Conservation District- Historic Use Permit- 0110  
Post Oak Savannah Groundwater Conservation District- Existing Well- 0354  
Post Oak Savannah Groundwater Conservation District- 5.5 - 002

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- 1.0** Introduction
- 2.0** Measuring and Accounting for Diversions
- 3.0** Record Management Program
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- 5.0** Contract Requirements for Successive Customer Conservation
- 6.0** Implementation and Enforcement
- 7.0** Community Outreach/Public Education
- 8.0** Coordination with Regional Water Planning Groups
- 9.0** Plan Review and Update

### **1.0 Introduction**

Southwest Milam Water Supply Corporation is required by the State of Texas to adopt and implement a water conservation plan. In 2007, the 80<sup>th</sup> Texas Legislature amended Section 13.146 of the Texas Water Code to require each retail public utility that provides potable water service to 3,300 or more connections to submit a water conservation plan to the Texas Water Development Board (TWDB). The initial plans were due on May 1, 2009. The code also requires the utility to report annually on the progress of the program and also review/update the plan once every five years.

#### **1.1 Specific, Quantified 5- and 10-year Targets**

In accordance with the TAC Title 31 Part 10, Chapter 363, Subchapter A, Division 2, Rule §363.15 (B), the following five- and ten-year goals have been established. These goals are specific and quantifiable for water savings. Included are goals for water loss programs in gallons per capita per day, and goals for municipal use and residential use, in gallons per capita per day.

**Water Conservation Plan**  
**5- and 10- year Goals for Water Savings**  
PWS Name: Southwest Milam Water Supply Corporation  
PWS ID # 1660015  
Water Conservation Plan Year: 2024

	Historic 5yr Average	Baseline	5-yr Goal for year 2025	10-yr Goal for year 2030
Total GPCD	113.46	124.37	120.64	118.78
Residential GPCD	63.66	63.69	61.78	60.82
Water Loss (GPCD)	26.10	40.63	39.41	37.78
Water Loss (Percentage)	22.64	32.67	27.17	16.17

**1.2 Goals and Objectives of Water Conservation Plan:**

Potential population growth and infrastructure improvements will be factored into the measurement of the effectiveness of these goals.

4. To reduce the water consumption from the levels that would prevail without conservation efforts.
5. To reduce the loss and waste of water.
6. To improve the efficiency in the use of water.

**1.2.1 Five Year Target for Water Savings**

- 1.Reduce Total GPCD consumption by 3%
- 2.Reduce the total apparent losses by 3 %
- 3.Water loss GPCD to be lowered by 3 %
- 4.Water loss to be reduced by 5.5%

**1.2.2 Ten Year Target for Water Savings**

- 1.Reduce Total GPCD by additional 1.5 %
- 2.Water loss GPCD to be lowered by an additional 4 %,
- 3.Water loss to be reduced by an additional 11%

**2.0 Measuring and Accounting for Diversions**

Universal metering:

- 2.1 Production meters measure all water diverted from the source of supply.
- 2.2 Southwest Milam WSC meters 100% of the connections to the distribution system
- 2.3 All metering devices test within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply.
- 2.4 Meter Replacement/Meter testing, maintain accurate metering devices:
  - 2.4.1 Residential meters are replaced at 1.5 million gallons of usage.
  - 2.4.2 Large and compound meters are on a testing schedule.

**3.0 Record Management Program**

Record management system will track annual water use and provide information used to evaluate the implementation of conservation measures. Water sales are grouped into user classes: residential, commercial, institutional, and industrial. Monthly and annual data of water pumped, water deliveries, and water losses are used to develop an annual water audit for the distribution system.

- 3.1 Electronic meter system software is integrated with the utility billing system.
- 3.2 Monthly electronic meter reports are generated and used to detect illegal connections, abandoned services, inaccuracies in billing, and meters in need of replacement.
- 3.3 Account usage adjustments are tracked and reflected in unaccounted water loss.

#### **4.0 Metering/Leak-Detection and Repair Program**

Leak detection program:

- 4.1 Daily visual inspections along distribution lines
- 4.2 Monitor SCADA for changes in tank levels
- 4.3 Work order system
  - 4.3.1 Mobile work order system sends leak information directly to Field Personnel
  - 4.3.2 All leak work orders are prioritized.

#### **5.0 Contract Requirements for Successive Customer Conservation**

Southwest Milam Water Supply Corporation will include a provision in every wholesale water contract entered into or renewed after adoption of the Plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

#### **6.0 Implementation and Enforcement**

Southwest Milam Water Supply Corporation completes the TCEQ required Wholesale Water Conservation Report by May 1 of each year. The report includes various water conservation strategies that have been implemented, including the date of implementation. Additionally, the report includes progress made on the five- and ten-year per capita water use goals from this Plan.

#### **7.0 Community Outreach/Public Education**

When mutually agreeable and beneficial, Southwest Milam Water Supply Corporation may assist Wholesale customers in developing and implementing their own conservation plan. This program will raise awareness of water supply resources, water supply availability, treatment, and distribution issues. Information will be provided on efficient use of the water supply, methods to reduce wasteful water use practices, and how conservation is important for managing the water for everyone's future.

##### **7.1 Communication Plan Implementation:**

4. Southwest Milam WSC website:
  - a. Drought status and present level of water restrictions.
  - b. Links to websites that encourage water efficiency.
5. Seasonal messaging on monthly billing statements.
6. Informational posters in the Customer Service area of our office.

#### **8.0 Coordination with Regional Water Planning Groups**

The water service area of the Southwest Milam Water Supply Corporation is located within the Brazos Region G and the Southwest Milam Water Supply Corporation has provided a copy of the Plan to the Brazos Region G Planning Group.

#### **10.0 Plan Review and Update**

Southwest Milam Water Supply Corporation shall review and update its water conservation plan, as appropriate based on an assessment of previous 5-year and 10-year targets and any other new or updated information. Southwest Milam Water Supply Corporation shall review and update the next revision of its water conservation plan no later than May 1, 2029, and every five years after that date to coincide with the regional water planning group. The revised plan must also include an implementation report.



## **Appendix A**

### **Water Conservation Utility Profile**

The utility profile includes the water sales and use for the following classifications: residential, commercial, institutional, industrial, agricultural, and wholesale.

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### CONTACT INFORMATION

Name of Utility: Southwest Milam WSC  
Public Water Supply Identification Number (PWS ID): TX1660015  
Certificate of Convenience and Necessity (CCN) Number: 10027  
Surface Water Right ID Number: \_\_\_\_\_  
Wastewater ID Number: \_\_\_\_\_  
Contact: First Name: KAELEY Last Name: DARBY  
Title: CUSTOMER SERVICE REPRESENTATIVE  
Address: 706 E. CAMERON AVE City: ROCKDALE State: TX  
Zip Code: 76567 Zip+4: \_\_\_\_\_ Email: kaeley.darby@swmilamwater.org  
Telephone Number: 5124462604 Date: \_\_\_\_\_  
Is this person the designated Conservation Coordinator?  Yes  No

Coordinator: First Name: KEN Last Name: HALL  
Title: GENERAL MANAGER  
Address: 706 E. CAMERON AVE. City: ROCKDALE Zip Code: 76567  
Email: ken.hall@swmilamwater.org Telephone Number: 512-446-2604

Regional Water Planning Group: G  
Groundwater Conservation District: \_\_\_\_\_

Our records indicate that you:

- Received financial assistance of \$500,000 or more from TWDB  
 Have 3,300 or more retail connections  
 Have a surface water right with TCEQ

#### A. Population and Service Area Data

1. Current service area size in square miles: 500

**UTILITY PROFILE FOR RETAIL WATER SUPPLIER**

Attached file(s):

File Name	File Description
SERVICE AREA.pdf	Southwest Milam WSC Service Area

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2019	10,191	1,306	
2018	9,942	1,352	
2017	9,681	1,300	
2016	9,480	1,274	
2015	9,336	1,890	

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2020	10,408	1,380	
2030	12,078	1,601	
2040	14,018	1,858	
2050	16,268	2,157	
2060	18,880	2,503	

4. Described source(s)/method(s) for estimating current and projected populations.

<p>Projected Population Served By Retail Water Service: Total number of accounts at end of March 2020 * 3 = Total Current Population; Total Current Population * 1.5% growth per year = Projected Population Served By Wholesale Water Service</p> <p>Projected Population Served by Wholesale Water Service: Population of City of Thomdale * 1.5% growth per year = Projected Population Served By Wholesale Water Service</p>
--

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2019	506,198,010	0	43,569,300	462,628,710	124
2018	469,777,778	0	45,258,081	424,519,697	117
2017	407,236,000	0	44,540,500	362,695,500	103
2016	408,697,000	0	44,020,300	364,676,700	105
2015	443,672,727	0	44,890,404	398,782,323	117
Historic Average	447,116,303	0	44,455,717	402,660,586	113

### C. Water Supply System

1. Designed daily capacity of system in gallons 3,625
2. Storage Capacity
  - 2a. Elevated storage in gallons: 2,940,000
  - 2b. Ground storage in gallons: 1,340,000

**UTILITY PROFILE FOR RETAIL WATER SUPPLIER**

**D. Projected Demands**

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc

Year	Population	Water Demand (gallons)
2021	10,564	524,105,334
2022	10,722	531,966,914
2023	10,883	539,946,418
2024	11,046	548,045,614
2025	11,212	556,266,298
2026	11,380	564,610,293
2027	11,551	573,079,447
2028	11,724	581,675,639
2029	11,900	590,400,773
2030	12,079	599,256,785

2. Description of source data and how projected water demands were determined.

1.5% Growth for population & demand based on 2019 data

**E. High Volume Customers**

1. The annual water use for the five highest volume **RETAIL** customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
Alcoa USA Corp	Commercial	13,645,600	Treated
Knife River	Industrial	1,960,000	Treated
Reagan Magee	Agricultural	1,417,000	Treated
Jim Richardson	Agricultural	1,406,300	Treated
Fernando Romero	Commercial	1,404,900	Treated

2. The annual water use for the five highest volume **WHOLESALE** customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
City of Thomdale	Municipal	43,566,300	Treated
Minerva Water Supply	Municipal	3,000	Treated

**UTILITY PROFILE FOR RETAIL WATER SUPPLIER**

**F. Utility Data Comment Section**

Additional comments about utility data.

Section II: System Data

**A. Retail Water Supplier Connections**

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	3,300	97.06 %
Residential - Multi-Family	0	0.00 %
Industrial	2	0.06 %
Commercial	50	1.47 %
Institutional	27	0.79 %
Agricultural	21	0.62 %
<b>Total</b>	<b>3,400</b>	<b>100.00 %</b>

2. Net number of new retail connections by water use category for the previous five years.

Year	Net Number of New Retail Connections						Total
	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	
2019	88						88
2018	86			1			87
2017	68		1				69
2016	50				1		51
2015	32						32

**UTILITY PROFILE FOR RETAIL WATER SUPPLIER**

**B. Accounting Data**

The previous five years' gallons of RETAIL water provided in each major water use category.

<b>Year</b>	<b>Residential - Single Family</b>	<b>Residential - Multi-Family</b>	<b>Industrial</b>	<b>Commercial</b>	<b>Institutional</b>	<b>Agricultural</b>	<b>Total</b>
<b>2019</b>	236,899,800		2,041,000	23,162,200	3,770,900	8,526,000	274,399,900
<b>2018</b>	238,642,400		2,269,300	18,794,800	5,174,600	12,184,000	277,065,100
<b>2017</b>	218,505,200		2,363,600	8,940,800	6,077,800	12,244,700	248,132,100
<b>2016</b>	212,101,700		2,559,800	7,811,500	5,373,900	11,776,900	239,623,800
<b>2015</b>	223,983,440		2,453,500	9,596,600	3,812,400	14,346,260	254,192,200

**C. Residential Water Use**

The previous five years residential GPCD for single family and multi-family units.

<b>Year</b>	<b>Total Residential GPCD</b>
<b>2019</b>	64
<b>2018</b>	66
<b>2017</b>	62
<b>2016</b>	61
<b>2015</b>	66
<b>Historic Average</b>	64

**UTILITY PROFILE FOR RETAIL WATER SUPPLIER**

**D. Annual and Seasonal Water Use**

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2019	2018	2017	2016	2015
<b>January</b>	34,796,100	36,617,100	27,144,400	26,925,700	29,209,800
<b>February</b>	29,810,600	24,699,900	22,448,000	23,774,200	22,477,100
<b>March</b>	34,063,200	28,612,700	27,977,100	24,587,200	25,182,300
<b>April</b>	32,369,500	29,159,100	23,094,300	24,728,000	26,624,000
<b>May</b>	34,511,300	34,873,800	29,983,200	25,033,200	29,009,400
<b>June</b>	36,305,600	42,164,700	33,973,900	33,735,700	30,199,400
<b>July</b>	48,702,700	47,728,900	44,532,300	51,742,400	44,248,200
<b>August</b>	60,652,200	51,184,200	36,280,100	39,318,500	52,378,000
<b>September</b>	46,146,100	32,150,800	33,187,700	33,248,700	41,935,200
<b>October</b>	40,040,500	32,943,100	30,161,600	32,835,000	37,665,600
<b>November</b>	34,381,600	29,471,500	25,523,600	24,475,000	26,574,400
<b>December</b>	33,380,300	30,668,700	28,389,300	27,273,100	29,291,100
<b>Total</b>	465,159,700	420,274,500	362,695,500	367,676,700	394,794,500



**UTILITY PROFILE FOR RETAIL WATER SUPPLIER**

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2019	2018	2017	2016	2015
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
<b>Total</b>					

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2019	145,660,500	465,159,700
2018	141,077,800	420,274,500
2017	114,786,300	362,695,500
2016	124,796,600	367,676,700
2015	126,825,600	394,794,500
<b>Average in Gallons</b>	<b>130,629,360.00</b>	<b>402,120,180.00</b>

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss In Gallons	Water Loss in GPCD	Water Loss as a Percentage
2019	151,119,355	41	32.67 %
2018	92,848,437	26	21.87 %
2017	69,172,308	20	16.99 %
2016	72,540,672	16	17.75 %
2015	87,884,168	26	22.04 %
<b>Average</b>	<b>94,712,988</b>	<b>26</b>	<b>22.26 %</b>

### F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2019	1,274,410	1583266	1.2424
2018	1,151,436	1533454	1.3318
2017	993,686	1247677	1.2556
2016	1,007,333	1356484	1.3466
2015	1,081,628	1378539	1.2745

### G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	226,026,508	97.06 %	87.38 %
Residential - Multi-Family	0	0.00 %	0.00 %
Industrial	2,337,440	0.06 %	0.90 %
Commercial	13,661,180	1.47 %	5.28 %
Institutional	4,841,920	0.79 %	1.87 %
Agricultural	11,815,572	0.62 %	4.57 %

**UTILITY PROFILE FOR RETAIL WATER SUPPLIER**

**H. System Data Comment Section**

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Section III: Wastewater System Data

**A. Wastewater System Data**

1. Design capacity of wastewater treatment plant(s) in gallons per day: \_\_\_\_\_
2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
<b>Municipal</b>			0	0.00 %
<b>Industrial</b>			0	0.00 %
<b>Commercial</b>			0	0.00 %
<b>Institutional</b>			0	0.00 %
<b>Agricultural</b>			0	0.00 %
<b>Total</b>			0	100.00 %

3. Percentage of water serviced by the wastewater system: \_\_\_\_\_ %

**UTILITY PROFILE FOR RETAIL WATER SUPPLIER**

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2019	2018	2017	2016	2015
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
<b>Total</b>					

5. Could treated wastewater be substituted for potable water?

- Yes       No

**B. Reuse Data**

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park,golf courses)	
Agricultural	
Discharge to surface water	
Evaporation Pond	
Other	
<b>Total</b>	

## UTILITY PROFILE FOR RETAIL WATER SUPPLIER

### C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

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## Appendix B

### Projected Water Demands for Region G

Region	2020	2030	2040	2050	2060	2070	Percent growth from 2020
A	2,131,000	2,138,000	1,995,000	1,789,000	1,586,000	1,598,000	-25
B	156,000	156,000	155,000	154,000	154,000	155,000	-1
C	1,734,000	1,937,000	2,152,000	2,391,000	2,641,000	2,899,000	67
D	401,000	415,000	425,000	438,000	456,000	479,000	19
E	480,000	498,000	513,000	528,000	544,000	560,000	17
F	765,000	780,000	770,000	755,000	745,000	744,000	-3
<b>G</b>	<b>1,121,000</b>	<b>1,178,000</b>	<b>1,220,000</b>	<b>1,279,000</b>	<b>1,350,000</b>	<b>1,422,000</b>	<b>27</b>
H	2,337,000	2,561,000	2,675,000	2,796,000	2,931,000	3,077,000	32
I	738,000	793,000	799,000	811,000	826,000	840,000	14
J	37,000	39,000	40,000	41,000	42,000	43,000	16
K	1,117,000	1,163,000	1,204,000	1,237,000	1,265,000	1,308,000	17
L	1,051,000	1,115,000	1,164,000	1,211,000	1,264,000	1,320,000	26
M	1,784,000	1,797,000	1,809,000	1,822,000	1,837,000	1,853,000	4
N	253,000	270,000	273,000	273,000	275,000	276,000	9
O	3,368,000	3,382,000	2,928,000	2,663,000	2,527,000	2,453,000	-27
P	206,000	206,000	205,000	205,000	204,000	204,000	-1
<b>Texas<sup>a</sup></b>	<b>17,679,000</b>	<b>18,428,000</b>	<b>18,327,000</b>	<b>18,393,000</b>	<b>18,647,000</b>	<b>19,231,000</b>	<b>9</b>

<sup>a</sup> Statewide totals may vary between tables due to rounding.

## **Appendix C**

### **Southwest Milam WSC Water Distribution Assets**

- 3891 connections as of March 2024
- 608 miles of pipe
- 4 wells with 3,510 gallons-per-minute combined capacity
- 10 pump stations with 11,100 gallons-per-minute total capacity
- 10 pressure planes
- 4 standpipes with 1,450,000-gallon capacity
- 10 ground storage tanks with a total capacity of 1,340,000 gallons
- 1 elevated storage tanks with a total capacity of 1,000,000 gallons
- 2,340,000 total gallons of storage

## **Appendix D**

### Southwest Milam Water Supply Board of Directors Adoption for 2024 Water Conservation Plan

The Southwest Milam Water Supply Corporation Board of Directors, on Monday, February 19, 2024, in a meeting posted properly in accordance with the Texas Open Meetings Act and with a quorum present and voting, approved the 2024 Water Conservation Plan (Southwest Milam Water Supply Board Agenda Item).

It should be noted that the only changes to the Water Conservation Plan for 2024 are based on data updates, and no changes have been made to the policies in this plan.



**SOUTHWEST MILAM WATER SUPPLY CORPORATION**  
**BOARD OF DIRECTORS MEETING**  
**February 19, 2024**

1. *Pledge of Allegiance*  
*Invocation*
2. *President Called Meeting to Order 6:01 p.m.*  
*Present: Kit Worley, Thomas Nelson, Ricky Stewart, Bob Wilson, James Pesl, Larry Gilbreath, Mike Offield and Robert VonGonten*  
*Absent: Gary Oslick*
3. *Public Comments. Kim Jordan was present to discuss her concern with meter service and the cost for upgrades to be able to gain service; meter request location: 400 CR 443, Williamson Co. The Board agreed to add her concern to next month's agenda for discussion.*
4. *Approval of January 15<sup>th</sup>, 2024, minutes. Motion to accept the minutes made by Ricky Stewart, seconded by James Pesl – motion passed.*
5. *Profit & Loss Statement, Profit & Loss Year to Date Comparison, Profit & Loss Previous Year Comparison, and Profit & Loss Detail for January 2024. Reviewed and Discussed. Motion to accept made by Bob Wilson, seconded by Ricky Stewart – motion passed.*
6. *Review Balance Sheet and Cash Flow Statement for January 2024. Reviewed and Discussed.*
7. *Review and Approve Corporations Investments. Reviewed and Discussed.*
8. *Review Director's Report and Past Due List for January 2024. Reviewed and Discussed.*
9. *Transfers & New Memberships. Reviewed and Discussed.*
10. *Discuss for Action: Preparations for annual meeting. The Board reviewed the Annual Meeting agenda and RSVP notice. Motion to accept made by Ricky Stewart, seconded by Bob Wilson – motion passed.*
11. *Discuss for Action: 2024 Post Oak Savannah GCD grant. Discussed that a resolution is needed to move forward with filing the grant application. Further discussed the project; the replacement of a section of 5" waterline on CR 234, Milam Co. It has become difficult to find 5" replacement parts. Motion to accept made by Robert VonGonten, seconded by Mike Offield – motion passed.*
12. *Discuss for Action: Water Conservation plan & Drought Contingency plan update. Discussed that TCEQ requires an updated Water Conservation plan & Drought Contingency plan every 5 years. The deadline to submit these plans is May 1<sup>st</sup>. The plans can be modified at any time by the Board and resubmitted if needed. Motion to accept made by Robert VonGonten, seconded by Ricky Stewart – motion passed.*
13. *Discuss for Action: Rockdale Well upgrades – engineering contract. Discussed the engineering contract with Befco Engineering. The contract is needed to show progress to TCEQ when the next inspection is scheduled, possibly in June 2025. The Board reviewed and discussed. Motion to accept made by James Pesl, seconded by Mike Offield – motion passed.*
14. *Manager's Report:*
  - *908 Plant Upgrades-Contractors completed the driveway, fill line tie-in, site glass installation, and demolition of the building.*
  - *908 pipeline-Have had some bad weather days and good weather days. Since last month we have laid another 2200ft of pipe. Discussed the bid from the mulching company; Crosscut Mulching \$28,000.00. Motion to accept made by Thomas Nelson, seconded by Ricky Stewart – motion passed.*
  - *Rockdale Shop Building-Jeff Springer has submitted the permits to the county for approval for the new septic.*
  - *SLR-Tommy was emailed and told that SWM wants to work toward a resolution and does not want to close the door on this opportunity. His response was to get with the engineering team and meet to discuss options.*

- River Ridge-Developer has submitted a new hydraulic study for the added lots (84 meters).
- 2024 CIP's

15. *President's Report: Discussed filtration.*

16. *Discussion of any item to be included on next agenda.*

*Meeting adjourned at 7:31 p.m.*

*Ricky L Stewart*  
\_\_\_\_\_  
SECRETARY/TREASURER

*3-18-24*  
\_\_\_\_\_  
DATE

## Appendix E Transmittal Letter to Region G



Southwest Milam Water Supply Corporation  
706 E. Cameron Ave.  
Rockdale, TX 76567  
(512) 446-2604

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Brazos River Authority  
Attn: Matt Nelson  
Region G Planning Group  
P.O. Box 7555  
Waco, TX. 76714

To whom it may concern,

Enclosed you will find the Southwest Milam Water Supply Corporation 2024 Retail Water Conservation Plan, Wholesale Water Conservation Plan and Drought Contingency Plans.

These plans fulfill the requirements of TAC Title 31 Part 10, Chapter 363, Subchapter A, Division 2 Rule § 363.15 (B). Specifically, the plans address conservation goals and strategies for retail water and wholesale water use.

Please contact us for any further questions or comments regarding this plan.

Thanks,

A handwritten signature in black ink that reads "Heath Cargill". The signature is written in a cursive style with a large, looped initial "H".

Heath Cargill  
General Manager  
Southwest Milam W.S.C

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

**SECTION J.**  
**SOUTHWEST MILAM WATER SUPPLY CORPORATION**  
**INDIGENT ASSISTANCE POLICY**

A Member is entitled to receive water at (1) the monthly service availability charge, (2) reduced rate, (3) free of any charge, if the Member meets one or more of the following conditions as allowed by the corporation:

- a) The Member receives Temporary Assistance for Needy Families (TANF), formerly known as Aid to Families with Dependent Children (AFDC).
- b) The Member or the ratepayer's spouse receives Supplemental Security Income from Social Security (SSI benefits) and has no income from any other source (including income from the earnings of any other member of the Member's household) in excess of \$500.00 per month.
- c) The Member or the ratepayer's spouse receives unemployment compensation from the State of Texas and receives no income from any other source (including income from the earnings of any other member of the Member's household) in excess of \$600.00 per month.
- d) The Member or the Member's spouse receives disabled veteran's benefits (VA disability benefits) and has no income from any other source (including income from the earnings of any other member of the Member's household) in excess of \$ 1000.00 per month.

To qualify for indigent assistance, the ratepayer must submit the attached application to the Board of Directors and present proof of financial circumstances including, but not limited to, the following: (1) proof of receipt of benefits, where applicable, (2) wage statements, and/ or copies of federal income tax returns.

Indigent assistance is available in other hardship cases at the discretion of the Board of Directors upon application and presentation of appropriate proof of financial indigence.

The attached application form is included as an integral part of this policy. Applicants for indigent assistance shall complete only the Corporation's approved form. The indigent care applicant shall apply separately for each case on a need by need basis.

OFFICE USE ONLY					
Case No.	Status Approved Review	Former Recipient? Yes No	Date Form Requested	Dated Form Received	App. Comp. Date

APPLICATION FOR FINANCIAL ASSISTANCE  
SOUTHWEST MILAM WATER SUPPLY CORPORATION  
INDIGENT ASSISTANCE

PLEASE PRINT NEATLY

Applicant's Name (Last, First, Middle) \_\_\_\_\_

Mailing Address (Street, P.O. Box, or RFD) \_\_\_\_\_

Home Address (if different from Mailing Addresses) \_\_\_\_\_

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

Telephone Number Home: \_\_\_\_\_ work \_\_\_\_\_

\_\_\_\_\_ I need household water.

\_\_\_\_\_ I have water bills that I cannot pay.

ANSWER EVERY QUESTION. Write "NA" if the question does not apply. This application should be, completed by or for the applicant.

1. Fill in all blanks for everyone who lives with you, whether you consider them household members or not.

NAME Last First Middle	WHAT KIN TO YOU	DATE OF BIRTH Mo. Day Yr.	SEX	RACE*	MARRIED Yes No	IN SCHOOL Yes No	SOCIAL SECURITY NUMBER
Applicant	SELF						

\* Information on race is voluntary and is requested to ensure that benefits are provided without regard to race, color, or national origin. It will not affect your eligibility or benefit level.

2. Give your household's County Rd. and Meter Number: \_\_\_\_\_

3. List any livestock or Business water use:

a. Horse, cattle, swine, poultry \_\_\_\_\_

- b. Animals kept for breeding \_\_\_\_\_  
 c. Farm, Ranch, other \_\_\_\_\_

4. Does anyone who lives with you receive benefits from (check "Yes" or "No" for each type of program):

- Food Stamps Yes \_\_\_\_\_ No \_\_\_\_\_  
 AFDC Yes \_\_\_\_\_ No \_\_\_\_\_  
 SS1 Yes \_\_\_\_\_ No \_\_\_\_\_  
 Social Security Yes \_\_\_\_\_ No \_\_\_\_\_  
 Medicaid Yes \_\_\_\_\_ No \_\_\_\_\_  
 WIC Yes \_\_\_\_\_ No \_\_\_\_\_

5. Do you or anyone who lives with you have a job (including day work, babysitting, etc.) or are any of you in training for a job? Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes" fill out all the blanks for each person who is in training or is employed including (self-employment)		Number Hours		HOW OFTEN PAID					Gross Pay (Before Deductions)
Give Names of People who are working or in training	Give Name and Address of Employer or Where Training if Provided	Per Week							
		Regular	Overtime						

6. Do you or anyone else in your household receive money from the following sources? (check "Yes" or "No"):

	YES	NO		YES	NO
Social Security			Child Support & or Alimony		
Supplemental Security Income (SSI)			Dividends from Stock and Bonds		
Veteran's Benefits and or Pensions			Interest from Savings Accounts or Certificates of Deposit		
Railroad Retirement			Money from Oil, Gas, or Mineral Leases or Royalties		
Other Retirement Benefits or Pensions			Money from Farm (Including pasture Livestock, rental, ASC		
Welfare Checks (AFDC)			Payments, or other related money)		
Other Private or Public Welfare Agencies			Cash, Gifts, or Contributions from Parents, Relatives Friends, Others		
Unemployment Checks			Educational Loans, Grants, or Scholarships		
Worker's Compensation			Other Money (Include Loans made to you and any lump-sum (one-time) payments received) LIST:		
Payments from Private Insurance					
Union Benefits Including strike benefits)					
Military Allotments					
Money from Rent of House or Apartments					
Money from Roomers Or Boarders in Your House					

If you answered "Yes" to any of the questions in Item 6, complete the following:

Name of Person Receiving Money	Who Provides the Money	If Social Security, Enter Claim Number	Amount Received	How Often Received

7. During the last four months, have you or the members for whom you want assistance received utility services which have not yet been paid for? Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes" check the services received:

- a. Water \_\_\_\_\_
- b. Electric \_\_\_\_\_
- c. Telephone \_\_\_\_\_
- d. Other \_\_\_\_\_

8. List your monthly expenses below:

	Amount	How Often Billed	Date of Last Payment Made
Rent or House Payment			
Taxes, Special Assessments			
Home Insurance Payments			
Telephone			
Utilities (gas, electric, etc.)			
Food			
Charge Accounts			
Medical Expenses			
Other (specify)			

9. Do you or anyone else in your household pay for someone to care for a child or a disabled or elderly adult so that you or others can work or get training? Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", complete the following:

Who provides the care?	How often.	How much does it cost?
Address of person who provides the care:		Telephone No.

10. Do you or anyone who lives with you have any of the following (if "Yes", give value):

	Yes	No	Value
A. Savings Account or Credit Union Account			
B. Checking Account			
C. Cash			
D. Stocks, Bonds, etc.			
E. Oil, Mineral Rights			
F. Life Insurance (face value)			
G. Burial Insurance (face value)			
H. Property (real estate)			
I. Livestock			
	Yes	No	Value
J. Cars, Trucks, Motorcycles, Boats, and Other Vehicles			
List year, make and model of each vehicle:			
YEAR	MAKE	MODEL	

11. Do you or anyone who lives with you own or are you buying anything not listed above? Yes \_\_\_ No \_\_\_  
 If "Yes", give date and explain: \_\_\_\_\_

12. Did you or a member of your household sell, trade, or give away anything valuable during the last two years?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", give date and explain: \_\_\_\_\_

13. If someone is helping you fill in this form, give his or her name and address:

Address (Street, City, State, Zip) \_\_\_\_\_

14. Give the name and address of a relative or friend to contact in case of an emergency:

Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

Address (Street, City, State, Zip) \_\_\_\_\_

Telephone No. \_\_\_\_\_

My answers to all questions and the statements I have made are true and correct to the best of my knowledge and belief.

I agree to give the staff of Southwest Milam Water Supply Corporation any information necessary to prove statements about my eligibility. I will cooperate fully with water personnel to get information from any source to prove the statements I made. I will cooperate fully with water personnel in a quality control review or audit.

I have been told and understand that my failure to meet the obligations set forth may be considered willful withholding of information and can result in the recovery of any loss by repayment, or by filing criminal or civil charges against me.

I certify that if I am applying for services under the Southwest Milam Water Supply Corporation Indigent Assistance Program I am, or the person responsible for me is, financially unable to pay for all or-part of the cost of the necessary services.

I agree to report any changes in the following within fourteen (14) days:

- Income
- Resources,
- Number of people, who live with me,

Other circumstances that may affect my eligibility for water assistance.

I have been told and understand that this application will be considered without regard to race, color, religion, national origin, age, sex, handicap, or political belief; that I may request a review of the decision made on my application or recertification for assistance; and that I may request orally or in writing, a fair hearing about actions affecting receipt of or stopping assistance.

BEFORE YOU SIGN BE SURE EACH ANSWER IS COMPLETE AND CORRECT

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

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

Signature of Witness (if signed with "X") \_\_\_\_\_ Date \_\_\_\_\_