

JONESTOWN WATER SUPPLY CORPORATION

TARIFF

Last updated 04/09/24

SECTION A.
RESOLUTIONS

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

1. This Tariff of the Jonestown Water Supply Corporation, serving in Travis County consisting of Sections A. through H. and forms inclusive, is adopted and enacted as the current regulations and policies effective as of April 9, 2024.
2. Only those preexisting written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.
3. The adoption or revisions of this tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.
4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been revised in compliance with the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this 9th day of April 2024.

President, Jonestown Water Supply Corporation

SEAL

ATTEST:

Secretary, Jonestown Water Supply Corporation

SECTION B. **STATEMENTS**

1. ***Organization.*** The Jonestown Water Supply Corporation is a member-owned, non-profit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to member owned member controlled non-profit corporations for the purpose of furnishing potable water and or sewer utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.
2. ***Non-Discrimination Policy.*** Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.
3. ***Policy and Rule Application.*** These policies, rules, and regulations apply to the water services provided by the Jonestown Water Supply Corporation, also referred to as Corporation, JWSC. 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, 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. 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. The Corporation reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply.
6. ***Damage Liability.*** The JWSC is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limit of liability of the JWSC 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 Jonestown, Texas. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act. **In no event and under no circumstances shall the Corporation disclose the Social Security Number of any member or customer to any person other than an employee of the Corporation.** An individual customer may request in writing that their address, telephone number, and account records be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member entitled to vote on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members. The Corporation shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.
8. ***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

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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 a final decision has been made by the Board of Directors.

9. ***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)) (See Tariff Section G.20)

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

Master Metered Account Customers will provide the following:

- i. Evidence to the Corporation that they have registered with the TCEQ, IAW (Chapter 13 Texas Water Code Subchapter M.)
- ii. Method in which submetering will take place i.e. individual meters, allocation method, etc.

NOTE: The JWSC will check with the Master Metered Account Customer to:

1. See if they have registered with the TCEQ, IAW (Chapter 13 Texas Water Code Subchapter M.)
2. See that they do not charge their tenants more than the total amount of charges that JWSC has 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 Corporation'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 Section 13.252 and 30 TAC Section 291.118)

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 Jonestown Water Supply Corporation.

Board of Directors -- The governing body elected by the Members of the Jonestown Water Supply Corporation. (Article 1396-1.02 (7))

Bylaws -- The rules pertaining to the governing of the Jonestown Water Supply Corporation adopted by the Corporation Members. (Article 1396-1.02 (5))

Capital Recovery Fee -- Capital Recovery Fees are fees charged to new development to reserve capacity for the water system and use existing water supply capacity that has already been paid for by the existing customer base.

Certificate of Convenience and Necessity (CCN) -- The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for the Jonestown Water Supply Corporation to provide water utility service within a defined territory. The Jonestown Water Supply Corporation has been issued Certificate Number 11115. Territory defined in the CCN shall be the Certificated Service Area. (See Section D. Certificated Service Area Map)

Corporation -- The Jonestown Water Supply Corporation. (Section B. 3 of this Tariff)

Developer – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests two (2) or more water connections on a single contiguous tract of land [as defined in Chapter 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). This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. (See Sample Application Packet, FmHA Form 442-8 or FmHA Form 442-9)

Equity Buy-In Fee -- Each Applicant shall be required to achieve parity with existing Members. This fee shall be assessed prior to providing or reserving 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. *This fee is charged once before service is connected unless the service classification is changed.* (Section G. 5., also see Miscellaneous)

Final Plat -- A complete plan for the subdivision of a tract of land. The Jonestown Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. (30 TAC 291.85)

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.

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.

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Member -- Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in the Corporation, that has qualified for service and been certified as a member in accordance with the Corporation's Tariff. (TX Water Code Chapter 13.0010, TX Water Code Chapter 67)

Membership -- A non-interest bearing stock purchased from the Corporation evidencing a Member's interest in the Corporation. (See Tariff Section E. 6 b and Article 1396-2.08 D)

Membership Fee -- A fee qualified as such under the terms of the tariff and the bylaws of the Corporation assigned to the member designated to receive service. The membership fee shall be refundable upon termination of service and surrendering the Membership. (30 TAC 291.3 Definitions, Texas Water Code 13.043(g))

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

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. Costs of such re-servicing shall be based on justifiable expenses. (See Tariff Section E. 3. b., E. 4. b., and Miscellaneous)

Reserved Service Charge – A monthly charge assessed for each property where service is being reserved. (See Tariff Section F. 6. d., e)

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.

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. 5/99) or Non-Standard Service Contract)

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 Classification – A type of service, which warrants a specific charge for service, based on the specific criteria such as usage, meter size, demand, type application, etc. as determined by the Corporation upon evaluation of the service requirements of the Applicant or Member.

Service Unit -- The base unit of service used in facilities design and ratemaking. For the purpose of this Tariff, a service unit (SU) is a 5/8" X 3/4" water meter using up to 350 gallons a day. For this Tariff LUE (living unit equivalent) and SU are synonymous. (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)

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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, rationing 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 since September 1, 1989 at the State office of the TCEQ.

Temporary Service -- The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification. This classification will change to permanent service after requirements in Section E.1, E.2, E.3, and E. 5 are met. Applicant must have paid all fees for permanent service. A backflow preventor must be installed at the meter by the JWSC before any other connections may be made to the water service and must remain in place during construction. This meter will be removed after six months but may be extended at the discretion of the JWSC.

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

Transferee -- An Applicant receiving a JWSC 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)

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)

Trails End Extension Fee: A charge in the amount of \$3500 to be collected by the Corporation from new customers within the Trails End Subdivision, other than Trails End Subdivision Original Contributors, to recoup the costs incurred by the Corporation in making water service available with the Trails End Subdivision that were not otherwise funded by the Front End Capital Contribution.

Trails End Subdivision Original Contributor: The initial sixty-five (65) retail customers within the Trails End Subdivision that contributed to payment of the Front-End Capital Contribution.

Front-End Capital Contribution: The initial payment in the amount of \$227,500.00 collected from the Trails End Homeowners Association on behalf of the Trails End Subdivision Original Contributors prior to the extension of service by the Corporation to the Trails End Subdivision.

SECTION D.
GEOGRAPHIC AREA SERVED

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. 11115

I. Certificate Holder:

Name: Jonestown Water Supply Corporation
Address: 10700 Crestview Drive
Jonestown, Texas 78645

II. General Description and Location of Service Area:

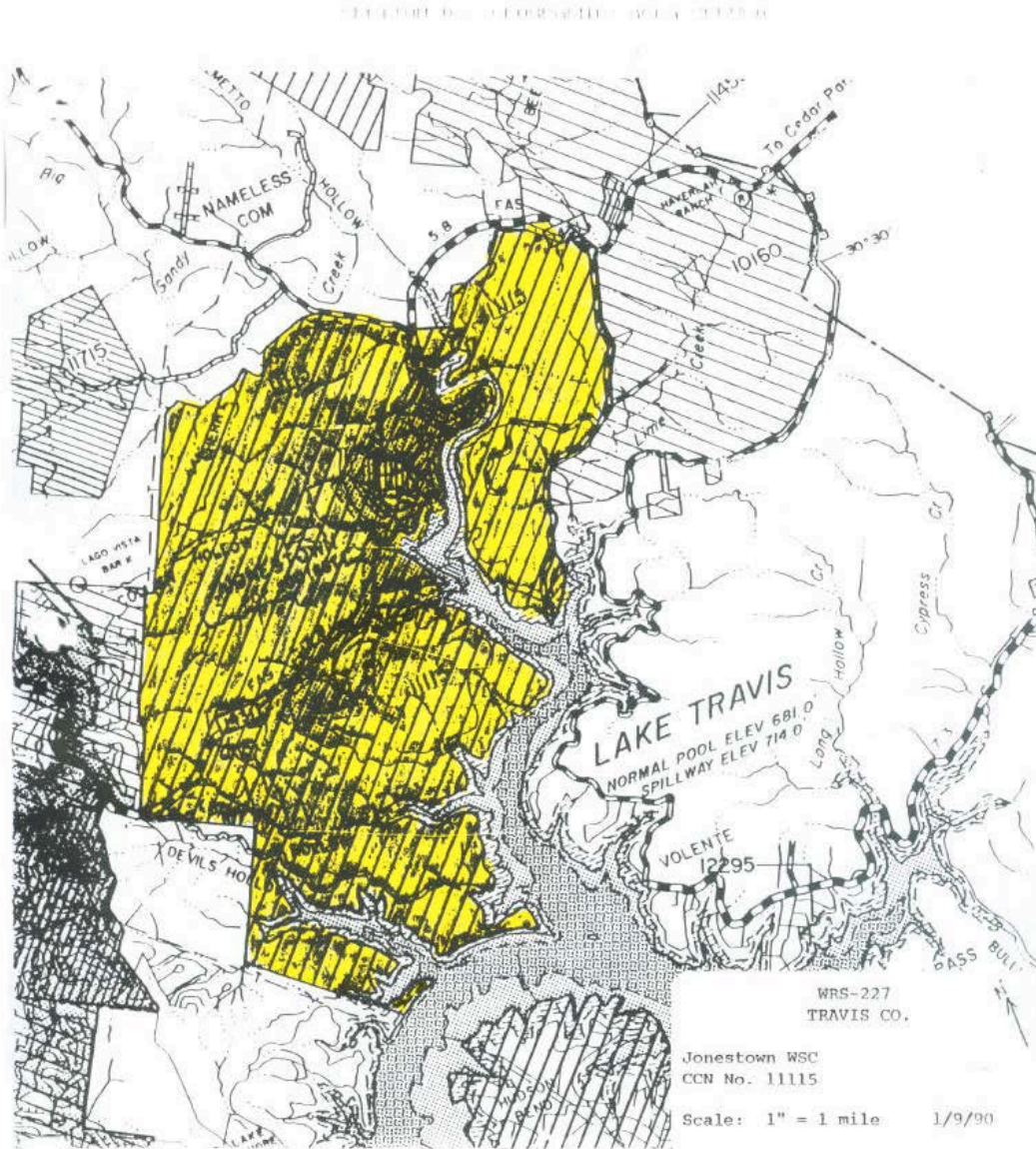
The area covered by this certificate is the highlighted area on the Map of JWSC CCN Area.

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map, WRS-255, maintained in the offices of the Texas Commission on Environmental Quality, 12015 Park 35 Circle, Austin, Texas with all attendant privileges and obligations.

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

MAP OF JWSC CCN AREA



SECTION E.

SERVICE RULES AND REGULATIONS

1. ***Service Entitlement.*** The Applicant(s) shall be considered qualified and entitled to water service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. (30 TAC 291.85 (a))
2. ***Service Location and Classification.*** For the purposes of this Tariff, service requested by the Applicant(s) shall be for real estate designated to receive the service provided by 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 an existing pipeline where pipeline or service facility extensions are not required, and special design and/or engineering considerations are not necessary. This is a 5/8" X 3/4" water meter service set on existing pipelines.
 - b. **Non-Standard Service** is defined as any service request which requires a meter larger than 5/8" X 3/4", a service that requires a line extension, service to a Master Metered Account (see E.24 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. **All non-residential service is considered non-standard.**
3. ***Service Requirements.*** The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable in addition to the applicant any other person sharing an ownership interest in and receiving service at that property may be required to sign the Service Application and Agreement Form (Typically this would be the applicant's spouse); 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 any debt obligation related to the account. (See Sample Application RUS-TX Bulletin 1780-9 (Rev. 09/02))
 - a. A Right-of-Way Easement Form 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. 5/99), 30 TAC 290.47 Appendix C.) **NOTE:** This requirement may be delayed for Non-Standard Service requests.
 - b. The Applicant may be required to provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of fee simple title to the real estate designated to receive service. (Texas Water Code 67.016 (e), and 13.002 (11)).
 - c. On the request by the property owner or owner's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. The Corporation shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in Section F.4. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the property, as determined under applicable provisions of Section F. It shall be the responsibility of the property owner to obtain the memberships required for each individual meter
 - d. Notice of application approval and costs of service determined by the Corporation shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service. (30 TAC 291.81 (a) (1))
 - e. If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose

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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)

4. *Activation of Standard Service.*

- a. **New Tap** -- The Corporation shall charge a non-refundable service installation fee as required under Section G of this tariff. The service installation fee shall be quoted in writing to the Applicant. All fees shall be paid in advance of installation as required under Sections G of this Tariff. (30 TAC 291.86 (a)(1)(A))
- b. **Re-Service** -- On property where service previously existed, the Corporation shall charge the Membership Fee (where the Membership Fee has been liquidated or refunded), reconnection costs, any delinquent charges if the applicant is the person that previously incurred those charges, and other applicable costs necessary to restore service.
- c. **Performance of Work** – All tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all application requirements have been met. The tap for a standard service request shall be completed within ten (10) working days whenever practical, but not later than fifteen (15) working days. This time may be extended for installation of equipment for Non-Standard Service Request. (see Section F)
- d. **Inspection of Customer Service Facilities** -- The property of the Applicant/ Member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any backflow prevention device required by the Corporation. (30 TAC 290.46(j); Service Agreement Form)

5. *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. 4. b)

6. **Changes in Service Classification.** If at any time the Corporation determines that the customer service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff, Section E.15.a.

7. *Membership.*

- a. **Eligibility** - Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership** - Upon qualification for service, qualification for Membership, payment of the required fees, and any debt owed to the Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation's water utility service and one (1) share of Corporation Stock. The Membership entitles the Member to one (1) vote 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

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Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership and Stock thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code 67.016) **NOTE (1):** In the event that the Corporation is conducting a potential Members survey for indications of interest in future service for the purpose of determining the feasibility of an initial construction or expansion project under RUS guidelines (see Sample Application Packet), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a Membership Fee for Membership purposes (upon issuance of a Membership) if service is ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded, less expenses, within sixty (60) days of the loan closing with the Rural Utilities Service. **NOTE (2):** In the event the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the Certificate of Occupancy (if within the City of Jonestown) and/or a Customer Service Inspection has been completed and the forms are returned as required. (See Section C., Section E.1.)

- c. **Transfers of Membership.** (Texas Water Code 67.016)
- 1) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:
 - (a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
 - (b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
 - (c) The Membership is transferred without compensation or by sale to the Corporation; or
 - (d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.
 - 2) In the event that Membership is transferred pursuant to the provisions of Sub-Section 7.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 7.c. (3).
 - 3) Qualifications for service upon transfer of Membership set forth in Sub-Section 7.c.(1) and 7.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;
 - (c) All indebtedness due the Corporation has been paid including but not limited to liquidation of a membership fee due to delinquent charges associated with that specific membership account as stated in Section E.7.e. below; and
 - (d) The Transferee demonstrates satisfactory evidence of ownership (if required) 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 10th day according to disconnection with notice requirements. Additional time may be allowed at the directions of the manager or board.
- d. **Cancellation of Membership** -- To keep a Membership in good standing, a Service Availability Charge or a Reserved Service 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

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surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Misc. Transaction Forms.) However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service Sub-Section E.3.a. of this Tariff. (Texas Water Code 67.016)

- e. **Liquidation Due to Delinquency** -- When the amount of the delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated, and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership the Corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (see Tariff Section E, Subsection 15) The Corporation shall collect any remaining account balances by initiation of legal action. Re-instatement of service shall be subject to the terms of the Activation of Service Sub-Section E. 3. 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. **Mortgaging of Memberships** -- Nothing herein shall preclude a Member from mortgaging his/her Membership. However, notification to the holder of any security interest (mortgagee/lien-holder) of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement (See Miscellaneous Transaction Forms). Prior to the cancellation of any Membership as provided under Sub-Section E.7.d. (Cancellation of Membership), the Corporation will notify the holder of any security interest in the Membership. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the Membership. The Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings 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 (15) of this tariff, with a copy of the notice to the bankruptcy Trustee.
- j. **Cancellation and Re-Assignment of Membership as a Result of Divorce (or Dissolution of Joint Tenancy)** – The Corporation shall transfer the membership to a spouse (or joint tenant) who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse (or joint tenant) requesting transfer, such as final divorce decree, temporary court order, or agreement. In no event shall any

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membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

8. ***Owners and Renters.*** Under no circumstances shall the Corporation bill a renter/lessee in behalf of a Member. However, if the Member's account becomes delinquent, the renter/lessee may pay the Corporation for all charges to avoid disconnection or may pay the delinquent amount and the reconnect charge if water service has been terminated for non-payment by the member.
9. ***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 Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code.
 - i. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service. (Also see E.7.)
10. ***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.
11. ***Insufficient Grounds for Refusal of Service.*** The following shall not constitute sufficient cause for the refusal of service to an Applicant:
 - a. Delinquency in payment for service by a previous member or occupant of the premises to be served;
 - b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
 - c. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;
 - d. Failure to pay a bill of another member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service;
 - e. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill;
12. ***Deferred Payment Agreement.*** The Corporation may offer a deferred payment plan to a Member who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any Late Penalty Fees on the monthly balance to be determined as

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per agreement. (See Miscellaneous Transaction Forms) Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued. Service will not be restored until the account is paid in full and all other charges resulting from the disconnection of service are fully paid.

13. *Charge Distribution and Payment Application.*

- a. **The Service Availability Charge or the Reserved Service Charge** is for the billing period from the first day of the month through the last 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 last day of the month proceeding 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 gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.
- c. **Posting of Payments** -- All payments shall be posted against previous balances and late fees prior to posting against current billings.
- d. **Forms of Payment:** The Corporation will accept the following forms of payment: cash, personal check, or cashier's check. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins.

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

- a. The Corporation shall mail all bills on or about the last day of the month. All bills are considered the responsibility of each person signing the Service Application and Agreement Form. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) 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 5-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 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. At the expiration of the ten (10) days, twenty-four (24) hour disconnect notices will be delivered by JWSC personnel. If the timing of notice delivery would result in a meter disconnect on a Thursday, that disconnect will be delayed until the next day the Corporation office is open for business.
- b. The board of directors or general manager may elect to not charge a late fee or disconnect fee in accordance with this Tariff during or after the occurrence of a natural disaster or other incident that impacts the property of members/customers or interrupts the management and operation of the system.
- c. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed 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. (Reference Utilities Code Section 182.001 – 182.005)

15. *Rules for Disconnection of Service.* The following describes the rules and conditions for disconnection of service.

- a. **Disconnection with Notice** -- Water utility service may be disconnected for any of the following reasons after proper notification has been given.
 - 1) Returned Checks -- The Corporation shall mail, via the U.S. Postal Service, a notice requiring

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redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. (see Miscellaneous Transaction Forms) 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 may 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.7.i., or failure to comply with the terms of a deferred payment agreement (Miscellaneous Transaction Forms);
 - 3) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
 - 4) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff (including, where appropriate, Section H), Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
 - 5) Failure to provide access 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.
 - 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/LESSEES.)
 - 9) Violation of any applicable regulation or pertaining to on-site sewage disposal systems if the Corporation has been requested in writing to disconnect service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code.
 - 10) Failure to pay charges arising from customer-initiated service trip fee or meter re-read fee or meter read fee when customer on self-read plan failed to submit their meter reading.
 - 11) Failure by a Customer/Member to pay for all repair or replacement costs resulting from the Customer/Member damaging system facilities including, but not limited to water lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The Corporation will provide the Customer/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 Customer's/Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.
 - 12) Failure to disconnect or secure additional service tap(s) for an RV or other service connection (see E.23. 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

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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 under Chapter 341 of the Health and Safety Code, or there is reason to believe a dangerous or hazardous condition exists and the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (30 TAC 290.46 (j));
 - 2) 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
 - 3) 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 underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
 - 4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
 - 5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters subsection E. 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;
- d. **Disconnection on Holidays and Weekends** -- Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.
- e. **Disconnection Due to Utility Abandonment** -- The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality.
- f. **Disconnection for Ill and Disabled** -- The Corporation may not discontinue service to a delinquent residential Member or tenant 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 or tenant seeks to avoid termination of service under this Sub-section, the Member must have the attending physician call or contact the Corporation within sixteen (16) days of issuance of the bill. A written statement must be received by the Corporation from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the 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 (see Miscellaneous Transaction Forms).
- g. **Disconnection of Master-Metered Accounts** – When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or

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- more residential dwelling units), the following shall apply: (30 TAC SUBCHAPTER H.291.126)
- 1) The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
 - 2) At least five (5) days after providing notice to the Member and at least (5) days prior to disconnect, the Corporation shall post notices, stating “Termination Notice” in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
 - 3) The tenants may pay the Corporation for any delinquent bill in behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. Disconnection of Temporary Service** -- When an applicant with a Temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff service may be terminated with notice.
16. **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.
 17. **Back-billing.** 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, as provided in Section E. 7. h.
 18. **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, as provided under Section E. 7. h.
 19. **Inoperative Meters.** Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.
 20. **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, as provided under Sub-Section 7. h. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test. (See Misc. Transaction Forms.)
 21. **Meter Tampering and Diversion.** 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

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- e. other electrical and mechanical means of tampering with, by-passing, or diverting service, and
- f. preventing the supply from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capability.

The burden of proof of 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 28.03.

22. ***Meter Relocation.*** Relocation of services shall be allowed by the Corporation provided that:

- a. The relocation is limited to the existing property designated to receive service;
- b. A current easement for the proposed location has been granted to the Corporation;
- c. The Member pays the actual cost of relocation plus administrative fees, and
- d. Service capacity is available at the proposed location.

23. ***Ownership of Equipment.*** All water meters and equipment and materials required to provide water 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. No member devices, equipment or appurtenances are allowed to be attached to JWSC's equipment.

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

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter. 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. Any unauthorized submetering 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 E.15.b. (see Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 09/02))
- 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 system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns, or other accessory structures shall not be considered 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 that is installed in accordance with this Tariff and applicable law and which provides water service to the residence or commercial or industrial facility of a member.
 - 3) A "residence" shall mean any structure which is designed for human habitation, which may include kitchen and bathroom facilities or the use of water around and within the structure.
 - 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 that does not require water in addition to that provided to the member's residence shall not be considered a separate commercial facility.
- c. The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional meter installation and membership be purchased. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased or that the member

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pay to upgrade their meter to a larger size. The member must submit a written request to the corporation's business office at least 5 business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that water service will be cut off in ten days if the situation is not corrected.

25. **Master Metered Account Regulations.** An apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter as a "master metered account" and complies with the requirements set forth in TCEQ rules, this Tariff and applicable law. The Corporation may allow master metering to these facilities at an Applicant's request provided the total number of units to be served are:

- owned by the same person, partnership, cooperative, corporation, agency, public or private organization of any type but not including a family unit, or
- considered a commercial enterprise, i.e. for business, rental, or lease purposes.

26. **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.
- 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 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, Health & Safety Code Chapter 366)
 - 2) The use of pipe and pipe fittings that contain more than .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 and shall be a minimum of SDR-26 PVC pipe. (30 TAC 290.46)
 - 3) 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.

NOTE: Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of regulations 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. 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

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water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. **(This cut-off valve may be installed as a part of the original meter installation by the Corporation.)**

- f. The member is required to notify the system prior to digging or excavation activities along or near water lines and appurtenances.

Section F - Non-Standard Service

Sec.1 Purpose

(a) The purpose of this Section is to govern agreements and service procedures for subdivisions, additions to subdivisions, or developments where service to more than one tract of land is necessary or additional equipment or facilities are required in order to accommodate individual, multi-family, commercial, or industrial Applicants. For purposes of these Rules, Applications subject to this paragraph shall be defined as "Non-Standard Service Requests."

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

Sec. 2 Application of Rules

(a) This Section may be altered or suspended when applied to planned facility expansions for which the Corporation extends its indebtedness. Under such circumstances, the Board of Directors of the Corporation shall interpret on an individual basis whether or not an Applicant's service request shall be subject to all or part of the conditions of this Paragraph.

(b) 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 an 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.

Sec. 3 Non-Standard Service Application

(a) An Applicant for Non-Standard Service shall meet the following requirements when requesting service from the Corporation:

(1) The Applicant shall provide the Corporation a completed Service Application and shall include therein a description of any special service needs.

(2) A final plat approved by the Corporation and Corporation Engineers must accompany the Application showing the Applicant's requested service area. The plat must be approved by all regulatory authorities having jurisdiction, including without limitation, those authorities having jurisdiction over lot sizes, sewage control facilities, drainage facilities and rights-of-way. Plans, specifications, and special requirements of such regulatory authorities shall also be complied with and submitted to the Corporation.

(3) The Applicant shall submit a written summary of its service needs and proposed service locations.

Sec. 4 Non-Standard Service Investigation Fee

(a) At the time the Applicant for Non-Standard Service tenders an Application for service, a Non-Standard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation, has completed all administrative, legal and engineering services associated with processing a request, and after any warranty period required by a Non-Standard Service Contract has expired. The Non-Standard Service Investigation Fee will not be refunded until all other outstanding fees and charges have been paid to the Corporation. In the event such fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation all remaining expenses that have been, or will be, incurred by the Corporation.

(b) Inspection Fees. Developer shall pay the Corporation \$75 per lot at the time the plans and specifications for each phase are submitted to the Corporation. The \$75 per lot fee will be used by the Corporation to defray its costs for inspecting the construction of the Internal Facilities.

Sec. 5 Location of Non-Standard Service Area

(a) If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property outside the Corporation's service area, service may be extended provided that:

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- (1) the service location is contiguous to or within one-fourth (1/4) of the Corporation's service area;
- (2) the service location is not in an area receiving similar service from another utility;
- (3) the service location is not within the certificated area of Public Convenience and Necessity of another utility;
- (4) the Corporation is authorized by law to provide service to the area requested; and
- (5) the Board of Directors determines that it is feasible for the Corporation to provide service to the area after considering the impact of the proposed service request on the Corporation's water system.

Sec. 6 Obtaining Non-Standard Service

- (a) The Corporation will notify the service Applicant as to whether the Corporation has the legal authority to provide water service to the requested area and as to whether adequate capacity is available to provide service to the property.
- (b) If service is available, the Applicant and the Corporation must enter into a Non-Standard Service Contract that will set forth the terms and conditions pursuant to which the Corporation shall provide service to the property.
- (c) Under no circumstances shall an Applicant commence construction of any water supply, treatment or distribution facilities prior to execution of a Non-Standard Service Contract by the Applicant and the Corporation.

Sec. 7 Non-Standard Service Contract

- (a) All Applicants requesting or requiring Non-Standard Service shall enter into a written contract, drawn up by the Corporation's Attorney as a condition of receipt of water service from the Corporation. Said contract shall define the terms and conditions pursuant to which the Corporation shall extend service to the property. The Contract must be entered into prior to the initiation of construction of service facilities. The service contract may include, but is not limited to, the following terms and conditions:
 - (1) Definition of all costs associated with the administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid by the Applicant;

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(2) Definition of Front-end Capital Contributions required to be paid to the Corporation.

(3) Definition of terms by which the Applicant shall indemnify the Corporation from all third party claims or lawsuits in connection with the contemplated project.

(4) Definition of terms by which the Applicant shall deed all constructed facilities to the Corporation and by which the Corporation shall assume operation and maintenance responsibility, including the enforcement of warranties.

(b) The Corporation and the Applicant must enter into a Non-Standard Service Contract prior to the initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant, 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 necessary by the Board of Directors of the Corporation.

Sec. 8 General Design and Construction Requirements

(a) The Corporation may require that the Applicant design at its sole cost and expense all plans and specifications for improvements that are necessary in order for the Corporation to extend water service to the property. All plans and specifications must be approved by the Corporation and its engineer prior to the initiation of construction of the facilities. All facilities constructed by the Applicant must comply with the requirements of all government entities with relevant jurisdiction and must be compatible with the Corporation's existing water system.

(b) The Corporation will identify all facilities that are necessary to extend and provide water service to an applicant's property. The Corporation may design and construct all or a portion of such facilities (at the sole cost of the applicant), or it may require that the Applicant seeking service design and construct such facilities. In the event that facilities are over-sized at the request of the Corporation so that the Corporation may provide service to other properties, then the Corporation shall pay any costs specifically attributable to the oversizing of such facilities, or will provide for reimbursement of such costs to the Applicant,

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all as determined by the Board of Directors of the Corporation. The responsibility for payment of costs shall be set forth in the Non-Standard Service Contract.

(c) The Applicant is responsible for obtaining all necessary county permits and other required approvals before commencing with construction.

(d) The Applicant shall notify the Corporation at least two (2) weeks in advance of commencing with construction.

(e) The Applicant is required to give the Corporation forty-eight (48) hours advance notice before making any tap into the Corporation's water lines. The Corporation may provide a supervisor to oversee the tapping of Corporation lines.

(f) The Applicant is responsible for full-time on-site inspection and must provide the Corporation with a letter at the completion of construction which is signed and sealed by a professional engineer registered in the State of Texas. This letter shall state that the construction was completed as per the plans and specifications in a satisfactory manner. Any discrepancies or changes made to plans or specifications must be noted. Upon the completion of construction, the Applicant shall also provide a certificate, in a form acceptable to the Corporation, certifying that all contractors have been paid in full. In addition, all such contractors shall be required to furnish to the Corporation a waiver of liens, in a form acceptable to the Corporation.

(g) The Corporation shall perform, or may require, one bacteriological test per fifteen hundred feet of water line or as determined by the Corporation's engineer.

(h) The Applicant shall provide the Corporation with pressure test results of all lines. The Applicant shall notify the Corporation forty-eight (48) hours prior to the pressure test.

(i) The Applicant is to provide the Corporation with a complete set of reproducible as-built engineering drawings in the format(s) requested by the Corporation.

(j) Upon satisfaction of all requirements set forth in this Tariff and the Non-Standard Service Contract, the Corporation will accept the improvements for ownership, operation and maintenance and notify the Applicant in writing to that effect. The Corporation will not accept ownership or responsibility for any water supply facilities located on the customer side of individual meter boxes.

(k) Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to change order any specifications, due to unforeseen circumstances during the design or construction of the proposed facilities, to better facilitate the operation of facilities. All expenses and costs associated with a change order shall be charged to the Applicant.

Sec. 9 Construction Specifications

All construction plans and specifications must be approved by the Corporation and its engineer prior to the initiation of construction of any facilities. In most circumstances, the following specifications shall apply:

(a) Trench width: The minimum trench width shall be 6" and a maximum width of 1 foot on each side beyond the outside surface of the pipe bell or coupling.

(b) Trench depth: The minimum depth of cover shall be 36" measured from the top of pipe to proposed subgrade or if not under a street, 36" of cover to existing ground or proposed finish grade. The maximum depth of cover shall be 48".

(c) Pipe bedding: Pipe shall be installed in a continuous bedding envelope as required to meet existing soil and flooding conditions consisting of sand, pea gravel, soil cement, cement stabilizing backfill or pipe bedding stone. Bedding material shall extend for the full width of the trench excavation.

(d) Bedding envelope:

- 2" Pipe - Minimum 3" above and below - 2" on sides
- 3" Pipe - Minimum 3" above and below - 2" on sides
- 4" Pipe - Minimum 6" above and below - 4" on sides
- 6" Pipe - Minimum 6" above and below - 6" on sides
- 8" Pipe - Minimum 8" above and 6" below - 6" on sides
- 12" & 15" Pipe - Minimum 12" above and 6" below - 8" on sides

Sec. 10 Property and Rights-of-Way Acquisition

(a) With regard to the construction of facilities, the Corporation shall require private right-of-way easements on private property in accordance with the following provisions:

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(1) 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 such facility sites on behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and recorded by the Corporation at the expense of the Applicant;

(2) All costs associated with facilities that must be installed in public right-of-ways on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, shall be paid by the Applicant. Such costs shall include the original cost of facility installation plus the estimated cost of future relocation to private right-of-ways or the cost of installation under state condemnation procedure, as determined by the Corporation;

(3) The Corporation may require an exclusive dedicated right-of-way on the Applicant's property and title to property, as may be necessary for on-site facilities; and

(4) Easements and facility sites shall be prepared for construction in accordance with the Corporation's requirements and at the expense of the Applicant.

Sec. 11 Financial Assurance

(a) The Applicant shall require that any and all contractors that it retains to construct the proposed facilities must secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;

(b) In the event that the Non-Standard Service Contract entered into by the Corporation and the Applicant provides for future payment of any sums by the Applicant to the Corporation, or provides for the design or construction of facilities by the Applicant at a date in the future, then the Corporation may require that the Applicant post with the Corporation adequate financial assurance (in the form of a letter of credit or other instrument acceptable to the Corporation) to ensure the Applicant's performance.

(c) The Applicant's contractor shall provide adequate certificates of insurance as required by the Corporation.

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 requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
 - b. All Non-Standard Service requests shall be subject to a fee (\$5000 minimum), appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to;
 - (1) provide cost estimates of the project,
 - (2) to present detailed plans and specifications as per final plat,
 - (3) to advertise and accept bids for the project,
 - (4) to present a Non-Standard Service Contract to the Applicant, and
 - (5) to provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.)
2. **Membership Fee.** At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation.
 - a. The Membership Fee for water service is \$ 100 .00 for each service unit.
3. **Easement Fee.** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant. (See Section E. 2. c. (2), Section F. 7. a.)
4. **Easement Release Fee.** The Corporation shall charge an easement release fee of \$50 for each easement released.
5. **Installation Fee.** The Corporation shall charge an installation fee of \$450 for service plus any additional cost incurred as follows:
 - a. **Standard Service** shall include all current labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.
 - b. **Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by the Corporation under the rules of Section F of this Tariff.
 - c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E.1.c.(5) of this Tariff or other system improvements.
6. **Equity Buy-In Fee.** In addition to the Membership Fee, each Applicant shall be required to achieve parity with the contributions to the construction of the Corporation's facilities capacity that have been made previously by existing Members. This fee of \$4600 per LUE shall be assessed immediately prior to providing or reserving service on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. The capital contribution shall be assessed and collected in accordance with the proposed service type and the contribution per LUE shall be as computed from time to time in accordance with then current capital contribution determinations.
- 7.

LAND USE	UNITS	LUE
SF - Single Family Residential	Per Housing Unit	1.0
MF - Multi-Family Residential	Per Residential Unit	1.0

Fees for non-residential development will be determined on a case-by-case basis.

7. **Capital Recovery Fee.** Capital Recovery Fees are charged to new development to reserve capacity for the water system and use existing water supply capacity that has already been paid for by the existing customer base. Capital Recovery Fees impact new development and new connections. For the purposes of this fee, a “development” can be a new home, apartment complex, business, industry, or other establishment which connects to the public water system as a result of the subdivision process. The fee itself is paid by the developer. In some cases, established residents and businesses who were previously on private wells may be impacted, as the fee is assessed to any new connection to our system where capacity has not been reserved by the original development. The number of fees per development are equal to the units of capacity as calculated in accordance with JWSC’s tariff.

Capital Recovery Fees are not charged to current customers with existing connections to the system; however, current customers will be assessed the Capital Recovery Fee for new or additional water taps within the same property.

This fee of \$3,000 shall be assessed on each unit of capacity.

8. **Monthly Charges.**

a. **Minimum Monthly Charge**

- (1) Water Service - The monthly charge for metered water service, including allowable gallonage, is based on demand by meter size. Each charge is assessed based on the number of Service Units 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 Minimum Monthly Charge, allowable gallonage, and Equity-Buy-In. Rates and equivalents are as follows:

METER SIZE	SU (LUE) EQUIVALENTS	INCLUDED GALLONAGE	MONTHLY RATE	EQUITY BUY IN FEE
5/8" X 3/4" (Standard)	1.0	1000	\$ 35.00	\$4600
3/4"	1.5	Actual charges will be determined at the time the non-standard contract is written and will be based on the number of SUs needed. This chart indicates the maximum SUs per meter size.		
1"	2.5			
1 1/2"	5.0			
2"	8.0			
3" DISP.	15.0			
3" CMPD.	16.0			
3" TURB.	17.5			
4" CMPD.	25.0			
4" TURB.	30.0			

- b. **Reserved Service Charges** -- The monthly charge for each active account at a specific location for which a meter has not been installed but for which the Corporation and the Applicant have entered into agreement and/or contract for reserved service. This monthly charge shall be based on the Corporation's fixed costs to service the Applicant's dedicated facilities on a per Service Unit basis. This charge reserves service to the Applicant's property designated to receive service. This fee is determined on a case-by-case basis but shall never exceed the Minimum Monthly Charge for Metered Service on a per Service Unit basis.

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

- (1) Water - \$ 4.50 per 1,000 gallons for any gallonage over the allowable gallonage for the meter size installed.
- (2) 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. 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))
- (3) One time in a 3-year period the JWSC will allow a permanent member that has a verifiable leak to pay a

special rate of 25% of the current rate for the excess gallonage above the member's normal billing history for that month. It is at the sole discretion of the JWSC to determine if the high water use was a leak covered under this rule or another event that caused the higher than normal water use. Temporary Construction Memberships do not qualify for a leak adjustment. A leak adjustment request must be submitted within 30 days of JWSC's written notification of high usage.

8. **Assessments** – If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water charges to be insufficient for the payment of all costs incident to the operation of 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.)
9. **Late Payment Fee.** Once per billing period, a penalty of \$10 or 5%, which ever is larger, shall be applied to delinquent bills. This late payment penalty shall be applied to any unpaid balance exceeding one half (1/2) the Minimum Monthly or Reserved Service charge during one billing period.
10. **New Service Meter Fee.** For locations where there has never been previous service, or for service requests/requirements where there is a need for an additional residential service, a fee of \$350 will be assessed to cover the cost of the new meter. For larger meter requirements, the meter cost will be based on the actual cost of the meter at the time application for service is made.
11. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$25.00. (see Miscellaneous Transaction Forms)
12. **Reconnect Fee.** The Corporation shall charge a fee of \$55.00 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.4.b. Re-Service.
13. **Service Trip Fee.** The Corporation shall charge a trip fee of \$15.00 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 or collecting payment for services.
14. **Equipment Damage Fee.** If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence. Labor will be billed at the current rate set by the Board.
15. **Customer History Report Fee.** A fee of \$25 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.
16. **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 \$50 shall be imposed on the affected account.
17. **Transfer Fee.** An Applicant for service that is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$10.
17. **Information Fee.** A fee for the copying of any public information may be charged to the person requesting that information in compliance with the cost rules of the Texas Buildings and Procurement Commission set forth at 1 TAC

Section 111.70.

18. **Backflow Prevention Device Fee.** A fee of \$50.00 will be assessed each Applicant for a backflow prevention device to be set with a service meter for new construction.
19. **Customer Service Inspection Fee.** A fee of \$50.00 will be assessed each Applicant for a Customer Service Inspection to be performed before permanent continuous service is provided to new construction.
20. **Leak Detection Fee.** The Corporation shall provide leak detection services upon the request of the Member. A charge of \$50.00 per hour with a one hour minimum shall be imposed.
21. **Franchise Fee Assessment.** A fee of 2 % of the amount billed for water service will be assessed each customer whose meter is located inside the corporate limits of the City of Jonestown, Texas, as required by the City's ordinance requiring a franchise fee .
22. **Regulatory Assessment.** A fee of 0.5% of the amount billed for water service will be assessed each customer, this assessment is required under Texas law and TCEQ regulations. **NOTE:** The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref TCEQ RG-199 revised Oct. 2002 TCEQ Section 291.76(c))
23. **Additional Assessments.** In the event any federal, state or local government imposes on the Corporation a "per meter" fee or an assessment based on a percent of water charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.
24. **Other Fees.** All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a customer or Member shall be charged to the recipient based on the cost of providing such service.
25. **Trails End Extension Fee.** In addition to the Equity Buy-In Fee, the membership fee, and the Corporation's other standard fees and charges, each new applicant for service within the Trails End Subdivision, other than a Trails End Subdivision Original Contributor, shall be required to pay the Trails End Extension Fee to the Corporation as a condition of water service. The Trails End Extension Fee shall be collected until such time as 80 Trails End Extension Fees (as per the Water Facilities Construction and Service Agreement By and Between Jonestown Water Supply Corporation and Trails End Homeowners Association, Inc. Section 3.4) have been obtained within the Trails End Subdivision, at which time the Corporation will have recouped its cost of extending service to the Trails End Subdivision.
26. **Processing Fee.** A one-time Processing Fee shall be charged to any Trails End Subdivision Original Contributor choosing a three (3) or five (5) year payment option for the \$2,300.00 Equity Buy-In Fee. This fee is to be paid prior to receiving service from Jonestown Water Supply Corporation. The fee is \$50.00 for a three (3) year payment option or \$100.00 for a five (5) year payment option.
27. **Drought Contingency and Emergency Response Plan Penalties for Violations.** In the event of Stage II or higher water usage restriction, a penalty of \$30.00 will be imposed for the Second Violation and \$180.00 for the Third Violation.
28. **Backhoe Usage Fee.** The Corporation shall provide excavation services where the use of a backhoe is necessary at a rate of \$56.25 per hour of use plus labor.
29. **After Hours Call-out Fee.** If a JWSC employee is summoned to address a service call beyond regular working hours, and if the reason for the call falls under the customer's obligation to handle (such as an issue on the customer's side of the meter), or customer caused damage to JWSC infrastructure, the JWSC will enforce an After Hours Call-out Fee. This fee amounts to \$100 for the initial 2 hours, along with any additional costs incurred beyond the minimum charge of 2 hours. These costs may include, but are not restricted to, employee time and related expenses.



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Section H:

Drought Contingency Plan For Municipal Water Use

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DROUGHT CONTINGENCY PLAN FOR MUNICIPAL WATER USE

1.0 Declaration of Policy, Purpose, and Intent

The Lower Colorado River Authority (LCRA) provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential water usage. This Drought Contingency Plan (Plan) is designed to protect the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation and fire protection during the periods or other water supply emergencies.

Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water.

2.0 Authorization

The designated manager or official of Jonestown WSC 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 designated manager or official of Jonestown WSC shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan. This authorization was designated as part of the plan's approval by the Jonestown WSC's Governing Board (*See Appendix G*).

3.0 Public Education

The designated manager or official of Jonestown WSC will periodically provide its employees, members, and the general public with information about this Plan, including the importance of the Plan, information about the conditions under which each stage of the Plan is to be initiated, processes used to reduce water use, and impending or current drought conditions.

4.0 Coordination with Regional Planning Groups

Jonestown WSC has provided a copy of this Plan to the Lower Colorado Regional Planning Group (Region K).

5.0 Notice Requirements

Jonestown WSC shall notify the executive director of the Texas Commission on Environmental Quality and LCRA General Manager in writing within five (5) business days of the implementation of any mandatory provisions of the Drought Contingency Plan.

6.0 Permanent Water Use Restrictions

The following restrictions apply to all of Jonestown WSC water utility system(s) on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a water user must not:

- 1) Fail to repair a controllable leak, including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
- 2) Operate an irrigation system with:
 - a broken head;
 - a head that is out of adjustment and the arc of the spray head is over a street or parking area; or
 - a head that is fogging or misting because of excessive water pressure.
- 3) During irrigation, allow water:
 - to run off a property and form a stream of water in a street for a distance of 50 feet or greater; or
 - to pool in a street or parking lot to a depth greater than one-quarter of an inch.

7.0 Initiation and Termination of Response Stages

The Jonestown WSC's designated manager or official shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of this Plan in accordance with LCRA's Water Management Plan. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

Public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: bill inserts, e-mail and automated telephone calls, signs posted at entry points to the service area or a combination of these methods.

The following triggering criteria shall apply to Jonestown WSC's water utility system(s) and customer service area:

7.1 Triggering Criteria for Initiation and Termination of Drought Response Stages

(1) STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)

A. **Requirements for initiation** - Customers shall be requested to adhere to the Stage 1 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:

- For surface water systems, when total daily water demand equals or exceeds 80 percent of the total operating system treatment capacity for three consecutive days, or 85 percent on a single day; or
- For groundwater systems, when maximum daily usage equals or exceeds 70 percent of the pump's withdrawal capacity for three consecutive days.

2. Water Supply:

- Combined storage of Lakes Travis and Buchanan reaches 1.4 million acre-feet in accordance with the LCRA Drought Contingency Plan for Firm Water Customers (DCP).

B. **Requirements for termination** - Stage 1 of the plan may be rescinded when:

1. Treatment Capacity:

- The water treatment plant capacity condition listed above as a triggering event for Stage 1 has ceased to exist for five consecutive days; or
- The groundwater pumpage amounts have fallen below the 70 percent threshold, and remained below that level for five consecutive days.

2. Water Supply:

- LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.

(2) STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 2 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:

- For surface water systems, when total daily water demand equals or exceeds 93 percent of the total operating system treatment capacity for three consecutive days, or 95 percent on a single day; or
- For groundwater systems, when maximum daily usage equals or exceeds 85 percent of the pump's withdrawal capacity for three consecutive days.

2. Water Supply:

- Combined storage of Lakes Travis and Buchanan reaches 900,000 acre-feet in accordance with the LCRA DCP.

B. **Requirements for termination** - Stage 2 of the Plan may be rescinded when:

1. Treatment Capacity:

- The water treatment plant capacity condition listed above as a triggering event for Stage 2 has ceased to exist for five consecutive days; or
- The groundwater pumpage amounts have fallen below the 85 percent threshold, and remained below that level for five consecutive days.

2. Water Supply:
 - LCRA announces that voluntary compliance to implement a utility's mandatory water restrictions are no longer needed in accordance with the LCRA DCP.

Upon termination of Stage 2, Stage 1 becomes operative.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 3 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals or exceeds 95 percent of the total operating system treatment capacity for three consecutive days, or 97 percent on a single day; or
 - For groundwater systems, when maximum daily usage equals or exceeds 95 percent of the pump's withdrawal capacity for three consecutive days.
2. Water Supply:
 - Combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, in accordance with the LCRA DCP, or
 - The LCRA Board declares a drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

B. **Requirements for termination** - Stage 3 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 3 has ceased to exist for five consecutive days; or
 - The groundwater pumpage levels have fallen below the 95 percent threshold and remained below that level for five consecutive days.
2. Water Supply:
 - LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 3, Stage 2 becomes operative.

(4) STAGE 4- Emergency Water Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 4 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:
 - Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service.
2. Water Supply:
 - Natural or man-made contamination of the water supply source; or
 - Any other emergency water supply or demand conditions that the LCRA general manager or the LCRA Board determines that either constitutes a water supply emergency or is associated with the LCRA Board declaration of a drought worse than the drought of record.

B. **Requirements for termination** - Stage 4 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 4 has ceased to exist for five consecutive days; or
2. Water Supply:
 - LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 4, Stage 3 becomes operative.

8.0 Drought Response Measures

8.1 Targets for Water-Use Reductions

(1) STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a 5% reduction in water use.

(2) STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a 10-20% reduction in water use.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a minimum 20% reduction in water use.

(4) STAGE 4 - Severe Water Shortage Conditions (Mandatory Measures)

System Capacity Reduction Target: [*capacity to be determined by Jonestown WSC*].

Water Supply Reduction Target: As determined by the LCRA Board.

8.2 Retail Customers Measures

(1) STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)

A. Supply Management Measures: Jonestown WSC will review system operations and identify ways to improve system efficiency and accountability.

B. Demand Management Measures:

1. Ask customers to voluntarily comply with the water-use restrictions outlined in Stage 2 of this plan, including watering landscapes no more than twice per week; and

2. Actively promote drought related issues and the need to conserve.

(2) **STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)**

A. Supply Management Measures:

1. Apply all water-use restrictions prescribed for Stage 2 of the plan for Jonestown WSC's utility owned facilities and properties;
2. Discontinue water main and line flushing unless necessary for public health reasons; and
3. Keep customers informed about issues regarding current and projected water supply and demand conditions.

B. Demand Management Measures: Under threat of penalty, the following water-use restrictions shall apply to all retail water customers:

1. Total Monthly Consumption

Members will be limited to a maximum monthly quantity not to exceed 50,000 gallons for standard residential meters. Maximum will be adjusted proportionately for larger meters. Amounts used over 50,000 gallons or adjusted maximum will be billed at twice the current standard gallowage rate.

2. Irrigation of Landscaped Areas:

- a. **If the combined water storage of lakes Buchanan and Travis are less than 900,000 AF but greater than 750,000 AF** - Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a TWICE weekly watering schedule determined by Jonestown WSC and based on the nature of the current drought or water emergency. Irrigation of commercial landscapes and recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than twice per week. *See Appendix A - Jonestown WSC Water System - Recommended Watering Schedule.*
- b. **If the combined water storage of lakes Buchanan and Travis are less than or equal to 750,000 AF** - Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a ONCE weekly watering schedule as determined by Jonestown WSC and based on the nature of the current drought or water emergency. Irrigation of commercial landscapes and recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week.
- c. Outdoor watering hours will be limited to between midnight and 10 a.m. and between 7 p.m. and midnight on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. a hand-held hose; or
 - ii. a faucet-filled bucket or watering can of five gallons or less.
- d. New landscapes may be installed and re-vegetation seeding performed under these specific criteria:
 - i. A completed variance form for new landscapes has been submitted to the Jonestown WSC and has been approved prior to the installation of the landscape, or re-vegetation seed application
 - ii. Irrigation of the new landscape follows the schedule identified in the new landscape variance. The schedule will be developed to minimize water waste.
 - iii. Areas being re-vegetated for soil stabilization must also comply with the (i) and (ii) specific criteria above. Options for re-vegetation may be available in times of low

water supply. Specific information regarding options is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual.

- iv. Variances for new landscapes may be issued for a period of no more than 30 days from the day of issuance. A variance is not an exemption from compliance with the permanent water use restrictions under Section 9.2 of this plan. Variances will not be granted for seasonal “color bed” or temporary grass installation (overseeding).

3. Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

4. Pools:

- a. Draining and re-filling is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 - i. Draining excess water from pool due to rain in order to lower water to maintenance level;
 - ii. Repairing, maintaining or replacing pool components that have become hazardous; or
 - iii. Repair of a pool leak.
- b. Public/community swimming pools are allowed to fill or replenish water in order to maintain safe levels of water quality for human contact and for maintenance as outlined above

5. Outside Water Features:

- a) Operation of outside water features except for, ornamental fountains with a 4 inch emission or fall of water¹ that are recirculating, is prohibited, except where such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes recirculating fountains associated with aesthetic ponds and swimming pools unless required for filtration).
- b) Operation of outdoor misting systems at a commercial facility is prohibited, except between the hours of 4 p.m. and midnight,
- c) Splash pad type fountains must be recirculating and should have an automatic timer shut-off feature when not in use unless public health and safety is compromised by installing a shut-off feature.

6. Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. Jonestown WSC may request specific design documentation regarding a pond and the intended purpose.

7. Golf Courses:

Golf courses receiving any amount of treated water from a Jonestown WSC utility must either develop a drought contingency plan that meets the minimum water reduction target set for Stage 2 or adopt the LCRA sample golf course drought contingency plan.

8. Outside Water Features:

¹ Adopted from the City of Austin’s 2012 Drought Contingency Plan update, which went through an extensive public input process. This measure was proposed by the fountain industry through that process.

Events involving the use of water such as: car washes, festivals, parties, water slides, and other activities involving the use of water are permitted, if the water being used drains to a recirculating device, or onto a pervious surface to prevent water waste.

- a) A charity car wash may not be conducted unless it occurs at a commercial vehicle washing facility.

9. Restaurants:

All restaurants are encouraged to serve water to their patrons only upon request.

10. Fire Hydrants:

Use of water from fire hydrants shall be prohibited for landscape irrigation, filling pools, operating fountains, car washing. Water should be transported only for the purposes of firefighting or providing minimal water needed for indoor use where auxiliary sources are inadequate and activities necessary to maintain public health, safety and welfare, or for construction use. Transport of water other than for firefighting requires a variance and a meter.

11. Recreational Areas (including parks and athletic fields):

Watering must follow a no more than twice per week schedule for each irrigated area. A variance can be obtained if watering cannot be completed on the designated two day schedule

12. Water Waste:

The following non-essential uses of water are prohibited at all times during periods in which restrictions have gone into effect:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces is prohibited except for immediate health and safety;
- b. Use of water to wash buildings, houses or structures with a pressure washer is restricted to equipment that is fitted with a water recycling unit and a spray nozzle using no more than 3.5 gallons of water per minute and employing a working trigger shut-off with a protective weep mechanism. Use of water to wash buildings with a hand-held hose with a positive shut-off nozzle is allowed;
- c. Use of water to flushing gutters or flooding gutters is prohibited except for immediate health and safety; and
- d. Use of water to control dust is prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

- A. Supply Management Measures: In addition to measures implemented in the preceding stages of the plan, affected Jonestown WSC water utility systems will explore additional emergency water supply options.
- B. Demand Management Measures: Under threat of penalty, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions.

1. Irrigation of Landscaped Areas:

- a. Irrigation of landscaped areas is prohibited, except with hand-held hoses, hand-held buckets, or drip irrigation. The use of hose-end sprinklers or in-ground irrigation systems are prohibited at all times during Stage 3.

b. No new landscapes may be installed.

2. Vehicle Washing:

Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. A vehicle can be washed at any time at a commercial car wash facility or commercial service station that recycles its water. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

3. Pools:

Installation of swimming pools is prohibited except when equipped with an automatic pool cover. The filling or replenishing of water to swimming pools, hot tubs, wading pools, and other types of pools is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

4. Outside Water Features:

- a) Operation of outside water features except for ornamental fountains with a 4 inch emission or fall of water² that are recirculating, is prohibited, except where such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes fountains associated with aesthetic ponds and swimming pools).
- b) Operation of residential aesthetic or recreational devices, such as water slides, is prohibited.
- c) Operation of outdoor misting systems at a commercial facility is prohibited except between 4 p.m. and 8 p.m.

5. Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system and meet the LCRA Highland Lakes Ordinance or other applicable non-point source pollution regulation. Jonestown WSC may request specific design documentation regarding a pond and the intended purpose.

6. Golf Course:

Golf courses receiving any amount of treated water from a Jonestown WSC utility must either develop a drought contingency plan in accordance with Jonestown WSC Drought Contingency Plan and will implement its Stage 3 mandatory restrictions in conjunction with water provider or adopt the LCRA sample golf course drought contingency plan.

7. Events:

Events involving the use of water such as: car washes; festivals; parties; water slides; and other activities involving the use of water are prohibited.

8. Recreational areas (includes parks and athletic fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.

² Adopted from the City of Austin's 2012 Drought Contingency Plan update, which went through an extensive public input process. This measure was proposed by the fountain industry through that process.

9. Water Waste:

The following additional non-essential uses of water are prohibited at all times during periods in which restrictions have gone into effect

- a) Pressure washing is prohibited but variances may be granted by JWSC on the designated watering day for health and safety purposes only. Pressure washing equipment must be fitted with a spray nozzle that does not use more than 3.5 gallons of water per minute and has a trigger shut-off.

(4) STAGE 4 - Emergency Water Conditions

Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of Stages 1 through 3 are also in effect during stage 4, with the following modifications and additions:

- A. Irrigation of landscaped areas is prohibited.
- B. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- C. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

Upon declaration of Stage 4 - Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply.

In the event that Stage 4 is declared, Jonestown WSC has identified and will initiate the following emergency interconnects and/or alternative water supply arrangements:

- [enter emergency interconnects and/or alternate water supply arrangements] *Additional measures may be added as needed.*

8.3 Wholesale Treated Customers

All Jonestown WSC wholesale treated water customers are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals must be consistent with the LCRA DCP. In addition, the measures of this plan must be at least as stringent as the drought response measures required by Jonestown WSC for its retail customers. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a drought contingency plan, consistent with the LCRA DCP.

(1) STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)

Jonestown WSC will contact wholesale treated water customers to discuss supply and demand conditions. Jonestown WSC will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale customers.

(2) STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)

Jonestown WSC will keep wholesale treated water customers informed about demand and current and projected water supply conditions. Jonestown WSC will initiate discussions with wholesale treated water customers about potential curtailment and the implementation of mandatory measures to reduce all non-essential water uses.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

Jonestown WSC will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale treated water customer's own drought contingency plan.

In addition, if the Stage 3 triggering criteria is based on a water supply shortage, Jonestown WSC will initiate the curtailment of water provided to wholesale treated water customers on a pro rata basis, in accordance with the LCRA DCP.

(4) STAGE 4 - Emergency Water Conditions

All requirements of Stage 3 shall remain in effect during Stage 4. Additional measures may be added as needed.

9.0 Enforcement

9.1 Enforcement Provisions

The following enforcement provisions shall apply to all Jonestown WSC water customers:

- [] *Appendix B – Enforcement Provisions for Municipalities*
- [] *Appendix C – Enforcement Provisions for Water Districts*
- [] *Appendix D – Enforcement Provisions for Water Supply Corporations and Investor-Owned Utilities*

9.2 Variances

(1) Jonestown WSC staff may grant variances:

- A. Temporary watering schedule variances are allowed for new landscapes that use drought resistant landscaping or water conserving natural turf. Temporary watering schedule variances are also allowed for revegetation of disturbed areas due to construction, or if required by local, state or federal regulations. Temporary watering schedule variances shall include the following limitations:
 - A 30 day temporary watering schedule must be applied for and issued before the irrigation may begin
 - Days 1 thru 10 automatic irrigation or hose end sprinklers are allowed every day except between the hours of 10 a.m. and 7 p.m.
 - Days 11-20 automatic irrigation or hose end sprinklers are allowed every other day except between the hours of 10 a.m. and 7 p.m.
 - Days 21-30 automatic irrigation or hose end sprinklers are allowed every third day except between the hours of 10 a.m. and 7 p.m.
 - Day 31 must return back to the watering schedule as defined in Appendix A
 - Hand watering is allowed anytime with a hose equipped with a positive shut off nozzle
- B. From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and
- C. Allowing the use of alternative water sources (i.e., ground water, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.

(2) The general manager, or his designee, may grant in writing temporary variances for existing water uses otherwise prohibited under this plan if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:

- A. Compliance with this plan cannot be accomplished during the duration of the time the plan is in effect; or
- B. Alternative methods can be implemented that will achieve the same level of reduction in water use.

- (3) Persons requesting a variance from the provisions of this plan shall file a petition for variance with the Jonestown WSC water utility system any time the plan or a particular drought response stage is in effect. The general manager or his designee will review petitions for variances. The petitions shall include the following:
- Name and address of the petitioner
 - Purpose of water use
 - Specific provision of the plan from which the petitioner is requesting relief.
 - Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this plan
 - Description of the relief requested
 - Period of time for which the variance is sought
 - Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date
 - Other pertinent information
- (4) Variances granted by a Jonestown WSC water utility system shall be subject to the following conditions, unless waived or modified by the general manager, or his designee:
- A. Variances granted shall include a timetable for compliance.
 - B. Variances granted shall expire when the plan, or its requirements, is no longer in effect, unless the petitioner has failed to meet specified requirements.
- (5) No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

9.3 Plan Updates

The plan will be reviewed and updated as needed to meet both TCEQ and LCRA drought contingency plan rules.

10 Appendices

Appendix A –

1st mandatory watering schedule, (900,000 AF combined storage)

Jonestown WSC Water System

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **TWICE per week** and only during scheduled days and times as indicated below:

Residential

Odd number addresses: Wednesdays and Saturdays
Even number addresses: Thursdays and Sundays

Commercial (including large landscapes such as HOA common areas) Tuesdays and Fridays

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

2nd mandatory watering schedule (750,000 AF combined storage)

Jonestown WSC Water System

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** for **15 hours** only during scheduled days and times as indicated below:

Residential- automatic irrigation systems

Odd number addresses: Wednesdays
Even number addresses: Thursdays

Residential- hose end irrigation systems

Odd number addresses: Saturdays
Even number addresses: Sundays

Commercial (including large landscapes such as HOA common areas)

Even number addresses: Tuesdays
Odd number addresses: Fridays

Public Schools- Mondays

Watering Hours:

Hose end irrigation systems: Midnight to 10 a.m. and 7 p.m. to midnight
Automatic irrigation systems: Midnight to 10 a.m. and 7 p.m. to midnight

Appendix B – Enforcement Provisions for Water Supply Corporations and Investor-Owned Utilities

[NOTE: THE FOLLOWING ENFORCEMENT PROVISIONS MUST BE INCORPORATED INTO THE TARIFF, SUBJECT TO APPROVAL BY TCEQ]

Enforcement for Retail Customers

The following enforcement provisions shall be incorporated into the tariff, subject to approval by the TCEQ, and shall apply to all Jonestown WSC retail water customers:

- (1) No person shall knowingly or intentionally allow the use of water from a Jonestown WSC water utility system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of the Jonestown WSC Drought Contingency Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- (2) Any person who violates this plan shall be subject to the following surcharges and conditions of service:
 - A. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed. Surcharges and restrictions on service that may result from additional violations;
 - B. Following the second documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$ 30.00 ;
 - C. Following the third documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$ 180.00 ;
 - D. Following the fourth documented violation, Jonestown WSC shall, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$ 55.00 , and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$ 300.00 must be given to Jonestown WSC so that the same action shall not be repeated while the plan is in effect. Jonestown WSC may apply the deposit to any surcharges or penalties subsequently assessed under this plan against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.
- (3) Each day that one or more of the provisions in this plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of Jonestown WSC, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he did not commit the violation. *See enforcement process diagram in Appendix F - Drought Response Retail Enforcement Process.*

Enforcement for Wholesale Customers

Wholesale treated water customers shall provide Jonestown WSC with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale customer's own drought contingency plan.

In addition, wholesale treated water customers who fail to comply with the drought contingency measures in the plan may be subject to the following surcharges be incorporated into the tariff, subject to approval by the TCEQ:

Penalties for wholesale treated water customers:

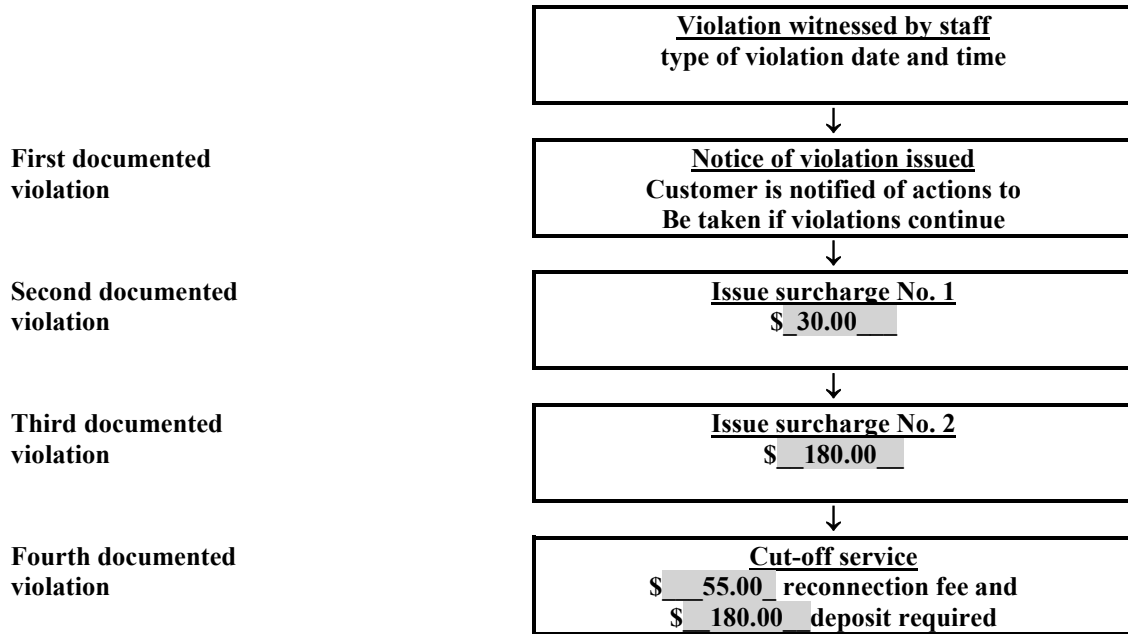
First documented violation:	<u>Written notice of violation</u>
Second documented violation:	Surcharge up to <u>\$30.00</u>
Third documented violation:	Surcharge up to <u>\$180.00</u>

Legal Authority applicable to Water Supply Corporations and Investor-Owned Utilities in Regard to Drought Contingency Plan Enforcement

Please note that the following list is not intended to be exhaustive and the rules listed below may not apply to all Water Supply Corporations and Investor-Owned Utilities. Citations below may change following the publication date of this Drought Contingency Plan Model. Each Water Supply Corporation and Investor-Owned Utility is encouraged to consult with legal counsel in regard to enforcement of drought contingency plans and specific enforcement authority available.

- 30 Texas Administrative Code sec. 288.20
- 30 Texas Administrative Code sec. 288.22
- 30 Texas Administrative Code sec. 291.21
- 30 Texas Administrative Code sec. 291.32

Appendix C – Drought Response Retail Enforcement Process for Water Districts and Investor-Owned Utilities



Appendix G –Authorization to Implement and Approve Drought Contingency Plans
(See JWSC Board Meeting Minutes from August 13, 2019 – Item 8.c.)