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**WATER SUPPLY CORPORATION (WSC)**

**TARIFF**

**Adopted by Board on:** \_12/20/2023\_

**PUC Docket Number:** TBD

FOUNTAIN LAKE OWNERS WATER SUPPLY CORPORATION

**(Utility Name)**

LIVINGSTON, TEXAS 77351

**(City, State, Zip Code)  
Code/Telephone)**

242 FOUNTAIN LAKE WEST

**(Business Address)**

FOUNTAIN LAKE SUBDIVISION

**(Area)**

**This tariff is effective for utility operations under the following Certificate of Convenience and Necessity: 12129 (WATER); 20700 (SEWER)**

**This tariff is effective in the following counties: POLK COUNTY**

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## SECTION 1. RESOLUTIONS

THE BOARD OF DIRECTORS OF FOUNTAIN LAKE OWNERS WATER SUPPLY CORPORATION ESTABLISHES THAT:

1. This Tariff of the Fountain Lake Owners Water Supply Corporation, serving in Polk County, is adopted and enacted as the current regulations and policies effective as of DECEMBER 20, 2013
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 upon request in writing to the Secretary of the Corporation and a copy may be viewed on the Fountain Lake website at [www.flra.org](http://www.flra.org). The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
6. This tariff has been adopted in compliance with the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this 20 day of DECEMBER, 2013.

\_\_\_\_ David (Whit) Teer David Whit Teer

President, Fountain Lake Owners Water Supply Corporation

## SECTION 2. STATEMENTS

1. **Organization.** The Fountain Lake Owners Water Supply Corporation (“Corporation” or “WSC”) is a member-owned, non-profit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business 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 and or sewer services provided by the Corporation. Failure on the part of the Member, Customer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.
4. **Corporation Bylaws.** The Corporation Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation address.
5. **Information Disclosure.** The records of the Corporation shall be kept at the Corporation address in Livingston, 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.
6. **Customer Notice Provisions.** The Corporation shall give written notice of monthly rate changes by U.S. mail to all consumers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation’s contact person designated to address inquiries about the rate change.

7. **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 presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
  - b. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.
  - c. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.
  
8. **Customer Service Inspections.** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(j))
  
9. **Prohibition Against Resell of Water.** The meter and/or sewer connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

## SECTION 3. DEFINITIONS

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

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

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

**Base Rate** – The monthly charge assessed each Member/Customer for the opportunity of receiving service. The Base Rate is a fixed rate.

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

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

**Certificate(s) of Convenience and Necessity (CCN)** – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Fountain Lake Owners Water Supply Corporation to provide water and/or sewer utility service within a defined territory. Fountain Lake Owners Water Supply Corporation has been issued **Certificate Number(s) 12129 (Water); 20700 (Sewer)**. Territory defined in the CCN shall be the Certificated Service Area.

**Corporation** – The Fountain Lake Owners Water Supply Corporation.

**Disconnection of Service** – The discontinuance of water or sewer service by the Corporation to a Member/Customer.

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

**Equity Buy-In Fee** – Each Applicant for new service where a new service tap is necessary shall be required to achieve parity with the contributions to the construction or acquisition of the Corporations assets related to capacity that have been made previously by existing Members. This fee shall be

assessed prior to providing (or reserving service for non-standard service applicants) on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested.

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

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

**Installation Fee** - A fee charged for all costs necessary for installation of the type of service requested.

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

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

**Membership** – A right of participation from the Corporation evidencing a member's interest in the Corporation. (Texas Business Organizations Code Sections 22.053, 22.151(c))

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

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

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

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

**Renter** – A consumer who rents or leases property from a Member or who may otherwise be termed a tenant.



**Re-Service** – Providing service to an Applicant at a location for which service previously existed and where there is an existing setting for a meter. Costs of such re-servicing shall be based on justifiable expenses in connection with such re-servicing.

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

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

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

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

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

**Transferee** – An Applicant receiving a Fountain Lake Owners WSC Membership by legal means from a Transferor desiring to forfeit and transfer current rights of Membership to another person or entity. (Texas Water Code Section 67.016)

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

**Unit** - A townhouse or townhome that is a single-family residential unit constructed on a lot in the Fountain Lakes subdivision. This includes townhomes that share a wall in addition to free-standing townhomes.



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

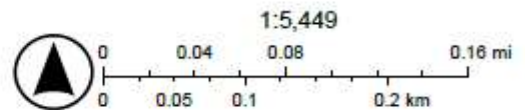
# SECTION 4: MAP OF CERTIFICATE OF CONVENIENCE AND NECESSITY AREA

## Fountain Lake Owners WSC



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-  Water CCN Service Areas
-  Sewer CCN Service Areas



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**CERTIFICATE OF CONVENIENCE AND NECESSITY**

To Provide (Water and/or Sewer) Service Under Texas Water Code  
and Public Utility Commission Substantive Rules

**CCN No. 12129(Water); 20700(Sewer)**

I. CCN Holder:

Name: FOUNTAIN LAKE OWNERS WATER SUPPLY CORPORATION

Address:242 FOUNTAIN LAKE WEST, LIVINGSTON, TX 77351

II. General Description and Location of Service Area:

FLAWS is located in the Fountain Lake subdivision on FM 3152, 1700 feet northwest of the intersection of US Highway 190 and FM 3152 in Polk County, Texas.

III. Certificate Maps:

The certificate holder is authorized to provide (water or sewer) service in the area(s) identified on the Commission’s official service area map, maintained in the offices of the Public Utility Commission, 701 N. Congress Avenue, PO Box 13326, Austin, TX 78711-3326 with all attendant privileges and obligations.

This certificate is issued under and subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Dated:

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

\_\_\_\_\_

## SECTION 5. SERVICE RULES AND REGULATIONS

### 1. Standard Service.

- a. **New Tap** – The Corporation shall charge a non-refundable service installation fee. The service installation fee shall be quoted in writing to the Applicant. Any debt owed to the Corporation and all fees shall be paid or a deferred payment contract signed in advance of installation. (16 TAC 24.86 (a)(1)(A))
- b. **Re-Service** – On property where service previously existed, the Corporation shall charge the Membership Fee, reconnection costs, any debt owed to the Corporation if the applicant is the person that previously incurred those charges, seasonal reconnect fee as appropriate, and other applicable costs necessary to restore service.
- c. **Performance of Work** – All tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all requirements for service have been met.
- d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved backflow prevention device required by the Corporation. (30 TAC 290.46(j); Section I. Service Application and Agreement)

### 2. Rates and Payment Application

- a. The **Base Rate** is for the billing period from the first day of the month to the last day of the month and payment is due no later than the 15th of such month. Since the Monthly Charge for water and sewer services is a flat rate, invoices for the amount due will not be mailed to Members. All services shall be subject to this charge whether the service is in use by the Member.
- b. **Posting of Payments** – All payments shall be posted against previous balances and late fees prior to posting against current balances.
- c. **Forms of Payment:**
  - i. Payment is to be made by ACH automatic withdrawals. The Member shall provide to the Corporation a signed completed ACH form along with a cancelled check indicating the name of the account owner, the bank account routing number and the account number from the bank on which the funds will be withdrawn. The amount due will be withdrawn by the 15<sup>th</sup> of each month.
  - ii. The ACH form for the initial withdrawal and for subsequent changes must be received by the 1<sup>st</sup> of the month for the withdrawal to be set up by the due date.
  - iii. As an alternate, the Member may pay by check. Checks must be mailed to the Corporation's mailing address. This alternate method of payment shall be utilized only if the ACH form cannot be completed by the time required for ACH initiation, or for other special exceptions to be approved by the Corporation's Board of Directors.
  - iv. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation.

3. **Deferred Payment Agreement.** The Corporation may offer a deferred payment plan to a member or who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any Late Penalty Fees on the monthly balance to be determined as per agreement. Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued.
4. **Denial of Service.** The Corporation may deny service for any of the following reasons:
  - a. Failure of the Applicant or Transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges;
  - b. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
  - c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;
  - d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;
  - e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant;
  - f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested;
  - g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided;
  - h. Failure of Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code;
  - i. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service.
5. **Disconnection of Service Rules** -The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section. For the purposes of disconnecting sewer service under these policies, water service will be terminated in lieu of disconnecting sewer service. In instances of nonpayment of sewer service or other violations by a Member who is not a water customer, the Corporation has the option to disconnect the sewer tap or take other appropriate actions.
  - a. **Disconnection with Notice** – Water utility service may be disconnected for any of the following reasons after proper notification has been given.
    - i. **Returned Items** – The Corporation shall send a notice via U.S. mail requiring redemption of returned ACH withdrawals, checks or other similar instruments within 30 days of the date of the notice. Such redemption shall be made by check and mailed to the Corporation's mailing

address or delivered in person to the Corporation's designate. Failure to meet these terms shall initiate disconnection of service.

- ii. Failure to pay a delinquent account for utility service, or failure to comply with the terms of a deferred payment agreement.
  - iii. 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.
  - iv. Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
  - v. Failure to provide access or hindering access to the meter or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
  - vi. Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
  - vii. 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.
  - viii. 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.
  - ix. Failure by a Member to pay for all repair or replacement costs resulting from the Member damaging system facilities including, but not limited to water or sewer lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The Corporation will provide the Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.
  - x. Failure to disconnect or secure additional service tap(s) for an RV or other service connection after notification by the Corporation of violation of the Prohibition of Multiple Connections.
- b. **Disconnection Without Notice** – Water utility service may be disconnected without notice for any of the following conditions:
- i. A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in Texas Health and Safety Code Sections 341.011 or 343.011. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the Member refuses to allow access for

the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (30 TAC 290.46(i) and 290.46(j)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.

- ii. A line leak on the member's side of the meter is considered a potential hazardous condition under paragraph b. 1. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.
  - iii. Service is connected without authority by a person/entity who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
  - iv. In instances of tampering with the Corporation's meter/sewer tap or equipment, by-passing the meter or equipment, or other diversion of water or sewer service. NOTE: Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
- c. **Disconnection Prohibited** – Utility service may not be disconnected for any of the following reasons:
- i. 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;
  - ii. 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;
  - iii. 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;
  - iv. 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;
- d. **Disconnection on Holidays and Weekends** – Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.
- e. **Disconnection Due to Utility Abandonment** – The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the PUC.
- f. **Disconnection for Ill Customers** – The Corporation may not discontinue service to a delinquent residential Member or tenant under an alternative billing agreement permanently residing in an individually metered dwelling unit when that Member or tenant establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of

disconnection. Service may be disconnected if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the Member or tenant enters into a Deferred Payment Agreement. The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness as per this subsection.

#### **6. Due Dates, Delinquent Bills, and Service Disconnection Date.**

- a. All charges and fees are considered the responsibility of each person signing the Service Application and Agreement Form. All charges and fees shall be due and payable on the due date as applicable, after which time a penalty shall be applied. The time for payment by a political subdivision may be different than your regular due date. (See Texas Government Code 2251.021) A bill is delinquent if not paid in full 30 days after its due date. 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.
- b. The board of directors or general manager may elect to not charge a late fee or disconnect fee in accordance with this Tariff during or after the occurrence of a natural disaster or other incident that impacts the property of members or interrupts the management and operation of the system.
- c. 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 30-day payment period for a total of no more than 40 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Texas Utilities Code Sections 182.001 - 182.005) If this request originates from a tenant at a rental property the owner / member will be notified in writing of any extension request.
- d. All insufficient fund checks, accounts closed or money orders that have had a "stop payment order" issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection day.

#### **7. Members and Renters.**

- a. Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due the Corporation. The membership for rental or leased properties shall be in the name of the Member as required by this Tariff. The Corporation will not bill the renter or lessee for utility service as a third party, and the Member is fully responsible for any and all unpaid bills.
- b. If at any time the member requests that membership be canceled thereby discontinuing service to an occupied rental property, the Corporation shall provide written notice to the tenant(s) a minimum of five (5) days prior to the scheduled disconnection date.

#### **8. 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/sewer utility service. The Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Each Membership represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code Section 67.016)

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

- i. A Member is entitled to transfer Membership in the Corporation only if the Membership is transferred as a part of the conveyance of real estate, such as by will, deed or sale, from which the Membership arose.
- ii. In the event that Membership is transferred such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall be considered a new application for service and is not binding on the Corporation until such transfer has been approved.
- iii. Qualifications for service upon transfer of Membership shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:
  - (a) The Transferee has completed the required Customer Service/Application Agreement including granting the Corporation with a private utility easement on the form provided by the Corporation;
  - (b) The membership has not been fully or partially liquidated; and
  - (c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.
- iv. If the Customer Service/Application Agreement 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 Base Rate must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. 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. (Texas Water Code Section 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. The Corporation shall collect any remaining account balances by initiation of legal action.

- 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 Section 67.016)
- g. **Re-assignment of Canceled Membership.**
  - i. The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water or sewer service is requested (Texas Water Code Section 67.016). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation’s current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.
  - ii. The Corporation shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or nonjudicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the corporation’s current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property and it is not feasible for the mortgage institution to be the Member.
- h. **Cancellation and Re-Assignment of Membership as a Result of Divorce (or Dissolution of Joint Tenancy)** – The Corporation shall transfer the membership to a spouse (or joint tenant) who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse (or joint tenant) requesting transfer, such as final divorce decree, temporary court order, or agreement. In no event shall any membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

**9. Member’s Responsibility.**

- a. The Member shall provide access to the meter or sewer tap location as per the easement and service agreement. If access to the meter is hindered or denied, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- b. The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.

- i. All water connections shall be designed to ensure against on-site sewage contamination, back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46, Texas Health & Safety Code Chapter 366)
- ii. The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.46; RUS-TX Bulletin 1780-9 (Rev. 05/17))
- iii. All pipe and fittings used by the customer to convey sewage from its source to the sewer line must be a minimum of D-3034, SDR-35 or equivalent, 4-inch diameter pipe. No DWV (drain waste and vent) pipe or fittings will be allowed. All joints must be water tight and pipe must be installed to recommended grade. All non-household sewer customers who have potential for dirt, grit, sand, grease, oil, or similar substances must install and maintain a trap ahead of their entrance to the Corporation's sewer collection piping. A double cleanout is required at the property line and recommended at the house. The Corporation may impose other site-specific requirements. All sewer and potable water service pipeline installations must be a minimum of nine feet apart and meet all applicable plumbing standards for crossings, etc.

Requirements for Traps:

- (a) Discharges requiring a trap include but are not limited to:
  - (1) grease or waste containing grease in amounts that will impede or stop the flow in the public sewers;
  - (2) oil, flammable wastes;
  - (3) sand, and other harmful ingredients.
- (b) Any person responsible for discharges requiring a trap shall, at his own expense, and as required by the approving authority:
  - (1) Provide equipment and facilities of a type and capacity approved by the approving authority;
  - (2) locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and
  - (3) maintain the trap in effective operating condition.
- (c) Approving Authority Review and Approval (By the Board of Directors or Agency):
  - (1) If pretreatment or control is required, the approving authority shall review and approve design and installation of equipment and processes.
  - (2) The design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances and other laws.
  - (3) Any person responsible for discharges requiring pretreatment, flow equalizing or other facilities shall provide and maintain the facilities in effective operating condition at his own expense.

Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.

- c. A Member owning more than one (1) Membership shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.

- d. The Corporation's ownership and maintenance responsibility of water supply and metering and sewer equipment shall end at the meter or other service equipment as installed. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.
- e. The Corporation shall require each Member to have a cut-off valve within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (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 48 hours prior to digging or excavation activities along or near water/sewer lines and appurtenances.

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

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter or sewer tap. 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.
- b. For purposes of this section, the following definitions shall apply:
  - i. A "multiple connection" is the connection to any portion of a member's water or sewer system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water or sewer line serving another residence or commercial or industrial facility. Water or sewer lines to outbuildings, barns or other accessory structures shall not be 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.
  - ii. A "primary delivery point" shall mean the physical location of a meter or sewer tap that is installed in accordance with this Tariff and applicable law and which provides water or sewer service to the residence or commercial or industrial facility of a member.
  - iii. A "residence" shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation.
  - iv. "Commercial" facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member's residence or property that does not require water in addition to that provided to the member's residence shall not be considered a separate commercial facility.

**11. Service Requirements.** The Corporation's Customer Service/Application Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable, in addition to the applicant, any other person sharing an ownership interest in and receiving service at that property shall sign the Customer Service/Application Agreement Form; however, even if the spouse or other person sharing an ownership interest does not sign the Customer Service/Application Agreement Form,

they are still responsible for all terms set forth therein, and for any debt obligation related to the account. (See Sample Application RUS-TX Bulletin 1780-9 (Rev. 05/17))

- a. The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of title to the real estate designated to receive service. (Texas Water Code Sections 67.016 (d), and 13.002 (11) *See also* Uniform Partition of Heirs Property Act, Property Code Chapter 23A).
- b. The Corporation shall provide to each service applicant or transferee a copy of the Confidentiality of Personal Information Request Form. *See* Texas Utilities Code Section 182.052(c).

## SECTION 6. RATES AND SERVICE FEES

### 1. Setting of Rates and Service Fees

The amounts of Rates and Service Fees are set by the Corporation's Board of Directors and can be changed as needed by a majority vote of the Board of Directors. Members will be notified of changes in Rates and Service Fees by U.S. mail to the address on file for each Member and will be made at least 30 days in advance of any change.

### 2. Monthly Charges

- a. The **Base Rate** for water and sewer service is a monthly flat fee and is not based on usage.
- b. The current **Base Rate** is **\$109.45**.
- c. The **Regulatory Assessment Fee** (as further discussed below) is .5% of the amount billed. For the current **Base Rate**, the **Regulatory Assessment Fee** is **\$0.55**.
- d. The current total **Monthly Charge** is **\$110.00**

### 3. Special Assessment

In addition to the Monthly Charge, the Corporation may levy a **Special Assessment**, applicable only to the years stated, for the purpose of defraying, in whole or part, the cost of construction, reconstruction or repair or replacement of a described capital improvement of the water or sewer plants and systems, or for other large expenditures not covered by the Monthly Charge. The Board of Directors shall determine the amount of the **Special Assessment** and payment terms and due dates. Members will be notified of the amounts and terms of payment of any **Special Assessment** by U.S. mail to the address on file for each Member and such notice will be made at least 30 days in advance of the due date of such **Special Assessment**.

4. Additional Assessments In the event any federal, state or local government imposes on the Corporation a "per meter" fee or an assessment based on a percent of water/sewer charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.
5. Late Payment Fee Any Monthly Charge, Special Assessment or other fee charged that is not paid in full 30 days after its due date shall be considered a delinquent account. Written notice of the amount due, including Late Payment Fees, and a request for payment shall be mailed by certified U.S. mail to the delinquent Member by the Corporation. Such delinquent account shall incur a Late Payment Fee of \$25 per month. Late Payment fees shall continue to be charged each month thereafter that the Account balance for each Member reflects a past due balance.

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

6. Regulatory Assessment The Corporation shall, as required by Texas Water Code Section 5.701 and TCEQ regulations, collect from each of its retail customers a regulatory assessment equal to one-half of one percent (0.5%) of the charge for retail water or wastewater service. This charge shall be collected in addition to other charges for utility service. (16 TAC 291.76(d))

**NOTE:** The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Sept. 2017; TCEQ Section 291.76 (c))

7. Returned Items Fee In the event a check, ACH withdrawal, 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 items fee. The amount of returned items fee shall be equal to the fees charged by the Corporation's bank.

8. **Connection/Transfer Fee** A Fee of \$375.00 shall be assessed for the transfer of any membership when a Unit is sold to a new Owner/Member. This Fee does not apply to transfer of a Unit by will or deed to new homeowners/Members.
9. **Customer Service Inspection Fee.** A fee of \$\_\_\_\_\_.00 will be assessed each Applicant before permanent continuous service is provided to new construction.
10. **Equity Buy-In Fee.** In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation's assets related to capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per-service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production. The formula applied to such fee calculated annually after receipt of the system audit is as follows:

**Sample Calculation:**

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

- i. Water Fee is \_\_\_\_\_
- ii. Sewer Fee is \_\_\_\_\_

11. **Installation Fee.** The Corporation shall charge an installation fee for service as follows:
  - a. **Standard Service** shall include all:
    - i. **Tap fee** – all current labor and materials necessary to provide individual metered water or wastewater service
    - ii. **Customer service inspection fee**
    - iii. **Administrative costs**
    - iv. **Any additional site-specific equipment or appurtenances necessary to provide water or waste water service.**

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

12. **Membership Fee.** At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate.
  - a. The Membership Fee for water service is \$00.00 for each service unit.
  - b. The Membership Fee for wastewater service is \$00.00 for each service unit.

**SECTION 7. DROUGHT CONTINGENCY/EMERGENCY MANAGEMENT PLAN  
FOR Fountain Lake Owners Water Supply Corporation  
(FLOWS)**

**UPDATED: August 1, 2018**

**Section I: Declaration of Policy, Purpose, and Intent**

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic use, sanitation and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the Fountain Lake Owners Water Supply Corporation (FLOWS) hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section IX of this Plan.

**Section II: Public Education**

FLOWS will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of public mailings and website posting.

**Section III: Coordination with Regional Water Planning Groups**

The service area of FLOWS is located Region H.

**Section IV: Authorization**

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

**Section V: Application**

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by FLOWS. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

**Section VI: Definitions**

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

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



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

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

Customer: any person, company, or organization using water supplied by FLOWS.

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

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

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

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

Non-essential water use: water uses that are neither essential nor required for the protection of public health, safety, and welfare, including:

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

Odd numbered address: unit numbers ending in 1, 3, 5, 7, or 9.

## **Section VII: Criteria for Initiation and Termination of Drought Response Stages**

The President or his/her designee shall monitor water supply and/or demand conditions on a monthly basis and shall when determine conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached.

The triggering criteria described below are based on Well Capacity.

### **Stage 1 Triggers — MILD Water Shortage Conditions**

#### Requirements for initiation

Customers shall be requested to voluntarily conserve and adhere to the prescribed restrictions on certain water uses, defined in Section VI — Definitions, **when well capacity drops below 50 GPM (normal capacity is 70 GPM).**

#### ***Requirements for termination***

Stage 1 of the Plan be rescinded when all conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

### **Stage 2 Triggers — MODERATE Water Shortage Conditions**

#### Requirements for initiation

Customers shall be required to comply with requirements and restrictions on certain non-essential water uses provided in Section VIII of this Plan **when well capacity drops below 30 GPM (Normal capacity is 70 GPM).**

#### ***Requirements for termination***

Stage 2 of the Plan may be rescinded when all conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

### **Stage 3 Triggers — SEVERE Water Shortage Conditions**

#### Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan, **when well capacity drops below 20 GPM (Normal capacity is 70 GPM).**

#### ***Requirements for termination***

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 1 day. Upon termination of Stage 3, Stage 2 becomes operative.

### **Stage 4 Triggers — CRITICAL Water Shortage Conditions**

#### Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan, **when the water well capacity drops below 15 GPM (Normal capacity 70 GPM).**

#### ***Requirements for termination***

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 1 day. Upon termination of Stage 4, Stage 3 becomes operative.

### **Stage 5 Triggers—EMERGENCY Water Shortage Conditions**

#### Requirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when President, or his/her designee, determines that a water supply emergency exists based on:

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

#### Requirements for termination

Stage 5 of the Plan any be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 1 day.

### **Section VIII: Drought Response Stages**

The President or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

#### **Notification**

##### Notification of the Public:

The Secretary/Treasurer or his/her designee shall notify the public by means of:  
*direct mail to each customer,*  
*notice on the community website,*  
*signs posted in public places*

##### Additional Notification:

The Secretary/Treasurer or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

***The Fountain Lake Recreational Association President.***

#### **Stage 1 Response — MILD Water Shortage Conditions**

Goal: Achieve a voluntary 10% reduction in total water use.

##### Supply Management Measures:

*FLAWS will manage limited water supplies by discontinued flushing of water mains.*

##### Voluntary Water Use Restrictions:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a unit number ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.
- (b) Water customers are requested to practice conservation and to minimize or discontinue water use for non-essential purposes.

#### **Stage 2 Response — MODERATE Water Shortage Conditions**

Goal: Achieve a 20% reduction in total water use.

##### Supply Management Measures:

*FLAWS will manage limited water supplies by discontinued flushing of water mains.*

Water Use Restrictions: Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automated irrigation systems shall be discontinued. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) The following uses of water are defined as non-essential and are prohibited:
  1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
  2. use of water to wash down buildings or structures for purposes other than immediate fire protection;
  3. use of water for dust control;
  4. flushing gutters or permitting water to run or accumulate in any gutter or street;
  5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

### **Stage 3 Response — SEVERE Water Shortage Conditions**

Goal: Achieve a 30% reduction in total water use.

Supply Management Measures:

*FLAWS will manage limited water supplies by discontinued flushing of water mains.*

Water Use Restrictions: All requirements of Stage 2 shall remain in effect during Stage 3.

### **Stage 4 Response — CRITICAL Water Shortage Conditions**

Goal: Achieve a 40% percent reduction in total water use.

Supply Management Measures:

*FLAWS will manage limited water supplies by discontinued flushing of water mains.*

Water Use Restrictions: All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- (a) The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.

### **Stage 5 Response —EMERGENCY Water Shortage Conditions**

Goal: Achieve a 50% reduction in total water use.

Supply Management Measures:

*FLAWS will manage limited water supplies by discontinued flushing of water mains.*

Water Use Restrictions: All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash motor vehicle motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

## **Section IX: Enforcement**

- (a) No person shall knowingly or intentionally allow the use of water from the FLOWS for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by President, or his/her designee, in accordance with provisions of this Plan.
- (b) For any person who has three or more distinct violations of the Plan in a 6-month period, the President shall, upon due notices to the customer, be authorized to discontinue water service to the premises where such violations occur. Water service shall be restored only upon payment of the Corporation's disconnection and reconnect fee and any other costs incurred by FLOWS in discontinuing service. In addition, suitable assurance must be given to the President that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- (c) Any person, including a person classified as a water customer of FLOWS in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

## **Section X: Variances**

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

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

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the FLOWS within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the President, or his/her designee, and shall include the following:

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

Variances granted by the FLOWS shall be subject to the following conditions, unless waived or modified by the President or his/her designee:

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

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

## **Section XI: Reviews and Updates**

This Drought Contingency Plan shall be reviewed annually and updated as deemed necessary. As a minimum, this Plan will be updated every 5 years.

## Section 8: FORMS

**FOUNTAIN LAKE OWNERS WSC**  
***DEFERRED PAYMENT AGREEMENT***

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

Member agrees to pay \$ \_\_\_\_\_ per month, in addition to current monthly water utility service rates, fees, and charges, as set forth in the Corporation's Tariff, until the account is paid in full. Any fees normally assessed by the corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff unless other satisfactory arrangements are made by the Member and approved by the Corporation's authorized representative.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



***CALCULATION OF THE AVERAGE NET EQUITY BUY IN FEE  
OF A SAMPLE UTILITY***

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

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

**EXAMPLE:**

Fixed Assets of the Corporation.....	\$3,000,000.00
Minus (-) Accumulated Depreciation.....	\$750,000.00
Minus (-) Outstanding Corporation Debt Principle.....	\$800,000.00
Equals (=) Corporation Equity.....	\$1,450,000.00
Minus (-) Developer’s Capital Contribution.....	\$57,000.00
Minus (-) Grants Received.....	\$500,000.00
Total Number of Members / Customers Equals (=) Net Equity Buy In fee.....	\$893,000.00
Average Net Equity per 2,000 Contributing Members.....	\$446.50

**FOUNTAIN LAKE OWNERS WSC**

***CONFIDENTIALITY OF PERSONAL INFORMATION CONTAINED IN UTILITY RECORDS***

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

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

Yes. There is a one-time charge of \$\_\_\_\_.00 to cover the cost of postage and implementation which must be paid at the time of request.

***HOW CAN YOU REQUEST THIS?***

Simply complete the form at the bottom of this page and return it with your check or money order for \$\_\_\_\_.00 to:  
Utility (WSC, District or City)  
Address  
City, State Zip

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

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

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

**~~Detach and Return This Section~~**-----

I want you to make my personal information, including my address, telephone number, usage and billing records, and social security number confidential. I have enclosed my payment of \$\_\_\_\_.00 for this service.

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

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

\_\_\_\_\_  
*Address*

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

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

\_\_\_\_\_  
*Signature*

**Texas Commission on Environmental Quality  
Customer Service Inspection Certificate  
Form TCEQ-20699 - Instructions**

**General Instructions:**

The purpose of form TCEQ-20699 is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per ***Title 30 of the Texas Administrative Code(30 TAC) 290.46(j)(4)***. The form can be completed one of two ways:

1. The form can be printed and completed manually, or;
2. The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.).

The yellow areas on the form can be completed electronically.

***NOTE: The form is intended to be completed on-site while the inspection is occurring. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.***

The form must be printed and signed by the Inspector that performed the work. The hardcopy original or a copy must be provided to the Public Water System (PWS) for record keeping purposes as specified in ***30 TAC §290.46(f)(3)(E)(iv)***.

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**Specific Instructions:**

Please follow these instructions when completing Form TCEQ-20699:

1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an "X" in the box.
2. Remarks: The "Remarks" section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.
3. Due to there being three (3) different licensed individuals that can fill out this form: TCEQ Licensed Customer Service Inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement. Please provide your title.

## Texas Commission on Environmental Quality

### Customer Service Inspection Certificate

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection:	
New construction	<input type="checkbox"/>
Existing service where contaminant hazards are suspected	<input type="checkbox"/>
Material improvement, correction or expansion of distribution facilities	<input type="checkbox"/>

I \_\_\_\_\_, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

Compliance	Non-Compliance		
<input type="checkbox"/>	<input type="checkbox"/>	(1)	No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
<input type="checkbox"/>	<input type="checkbox"/>	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
<input type="checkbox"/>	<input type="checkbox"/>	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
<input type="checkbox"/>	<input type="checkbox"/>	(5)	Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(6)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:	Lead <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder:	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

Remarks:	

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name(Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	/

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

**FOUNTAIN LAKE OWNERS WSC**  
***NOTICE OF RETURNED ITEMS***

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

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

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

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

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

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

If you have any questions, please contact WSC Management at \_\_\_\_\_

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

\_\_\_\_\_  
Title

**FOUNTAIN LAKE OWNERS WATER SUPPLY CORPORATION**  
***NOTICE OF RATE INCREASE***

The Fountain Lake Owners Water Supply Corporation (“Corporation”) Board of Directors held a public meeting on \_\_\_\_\_ (date) and voted to increase the monthly rates for water/sewer service for all members. (Insert reason for rate increase including measures the Corporation took to justify the increase such as rate analysis, etc.)

The new rates will take effect 30 days after this board decision, on \_\_\_\_\_ (date) and the new monthly rates will begin starting with the \_\_\_\_\_ (month) billing. The rate changes are as follows:

Base Rate/ Flat amount	NEW MONTHLY	CURRENT MONTHLY
	\$_____.00	\$_____.00

For more information about the rate increase, please contact the Treasurer \_\_\_\_\_ at XXX-XXX-XXXX.

**FOUNTAIN LAKE OWNERS WSC**  
***NOTICE OF DISCONNECTON***

**TO:**

**ACCOUNT NUMBER:**

**DATE:**

**DATE OF SCHEDULED DISCONNECTION:**

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

Payment may be mailed to FLOWS, Fountain Lake West, Livingston, Tx 77351

Payment may also be delivered to the FLOWS designate \_\_\_\_\_ at Unit # \_\_\_\_

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

\_\_\_\_\_  
Title



***CUSTOMER NOTICE OF FIRST VIOLATION AND PENALTY OF FOUNTAIN LAKE OWNERS WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT PLAN***

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

FROM: \_\_\_\_\_, Corporation Official, FOUNTAIN LAKE OWNERS WSC

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

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

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

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

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

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

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

***CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY  
OF FOUNTAIN LAKE OWNERS WSC DROUGHT CONTINGENCY & EMERGENCY  
WATER DEMAND MANAGEMENT PLAN***

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

FROM: \_\_\_\_\_, Corporation Official, FOUNTAIN LAKE OWNERS WSC

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

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

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

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

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

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

Title \_\_\_\_\_

**CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND PENALTY  
OF FOUNTAIN LAKE OWNERS WSC DROUGHT CONTINGENCY & EMERGENCY  
WATER DEMAND MANAGEMENT PLAN**

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

FROM: \_\_\_\_\_, Corporation Official, \_\_\_\_\_ WSC

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

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

The Corporation's previous notice advised you that you would be assessed an additional, and more severe, penalty if the violation continued. This is required under the Corporation's Tariff. Accordingly, you are hereby directed to pay a penalty of \_\_\_\_\_, to be received in the Corporation's business office no later than \_\_\_\_\_ a. m. / p. m., \_\_\_\_\_ 20\_\_\_\_\_. **Failure to pay this penalty by this date and time will result in disconnection of your water service WITHOUT FURTHER NOTICE.** Any reconnection will require payment of the penalty and a charge for the service call to restore service.

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

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

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

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

Title \_\_\_\_\_

***CUSTOMER NOTICE OF WATER USE RESTRICTIONS  
FOUNTAIN LAKE OWNERS WSC DROUGHT CONTINGENCY & EMERGENCY  
WATER DEMAND MANAGEMENT PLAN***

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

TO: Customers of **FOUNTAIN LAKE OWNERS** Water Supply Corporation

FROM: \_\_\_\_\_

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

Stage \_\_\_\_ allocation restricts your water use as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

Thank you for your cooperation.

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

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

**FOUNTAIN LAKE OWNERS WATER SUPPLY CORPORATION**

**REQUEST FOR SERVICE DISCONTINUANCE & MEMBERSHIP CANCELLATION**

I/Business Name \_\_\_\_\_, hereby request that my water /and sewer service account number \_\_\_\_\_ located at \_\_\_\_\_, be disconnected from \_\_\_\_\_ Water Supply Corporation service and that my membership fee is be refunded. I understand that if I should ever want my service reinstated I may have to reapply for service as a new member and I may have to pay all costs as indicated in the re-service provisions in the current copy of the Water Supply Corporation Tariff.

Charges for water or sewer service will terminate when this signed statement is received by the \_\_\_\_\_ WSC office. I understand and agree that a fee will be incurred for the processing of this transaction and will be deducted from the membership fee in addition to final water, sewer and service trip charges.

(Residential account)

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

(Commercial account)

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

\_\_\_\_\_  
Signature

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

***NOTICE OF DISCONNECTION FOR VIOLATION OF FOUNTAIN LAKE OWNERS  
WSC DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND MANAGEMENT  
PLAN***

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

FROM: \_\_\_\_\_

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

**There have been repeated violations.** You previously have been notified of violations on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. Because these violations have continued, and as provided under Section H of the Corporation's Tariff, your water service will be disconnected on \_\_\_\_\_20\_\_\_\_\_. Your service will not be restored until \_\_\_\_\_ and only after payment of all applicable charges, fees for the service call to restore your service and any monthly bills are paid in full.

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

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

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

Title \_\_\_\_\_