

# **WATER UTILITY TARIFF FOR**

Bandera River Ranch  
Water Supply Corporation

161 Broken Spur Rd. Ste 1  
Bandera, TX 78003

Bandera, TX 78003

830-796-4199

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity: 12262

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This tariff is effective in the following county(ies): (rev. 6-13-2022)  
Bandera

This tariff is effective in the following cities or unincorporated towns (if any): None

This tariff is effective in the following subdivision or systems: Bandera River Ranch 1: PWS # 0100017 and Bandera Homestead Condominiums: PWS # 0100040

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

## **TABLE OF CONTENTS**

SECTION 1.0 –RATE SCHEDULE.....	2
SECTION 2.0 – SERVICE RULES AND POLICIES.....	6
SECTION 3.0 EXTENSION POLICY.....	14
SECTION 4.0 MEMBERSHIP.....	19
SECTION 4.0 DROUGHT CONTINGENCY PLAN.....	20
APPENDIX A-- SERVICE AGREEMENTS	
- Water Supply Corporation Service Application	
- Supplemental Contract/Application for Utility Service from BRRWSC	
- APPLICATION FOR TEMPORARY WATER SERVICE - BRRWSC	

**SECTION 1.0 RATE SCHEDULE** (rev. 1-5-2021)

**BANDERA RIVER RANCH SUBDIVISION and BANDERA RIVER RANCH HOMESTEAD CONDOMINIUMS**

**Section 1.01 -Rates** Rev (1-5-2021)

<u>Meter Size</u>	<u>Monthly Minimum Charge</u> (zero gallons included)	<u>Gallorage Charge</u> (per 1,000 gallons.)
5/8" or 5/8" by 3/4"	\$49.35	\$4.46 from 0 to 2,000 gal.
3/4"	\$71.40	\$5.25 from 2,001 to 4,000 gal.
1"	\$115.50	\$6.30 from 4,001 to 6,000 gal.
1-1/2"	\$225.75	\$8.40. from 6,001 to 8,000 gal.
2"	\$358.05	\$10.50 from 8,001 to 10,000 gal.
3"	\$666.75	\$12.60 from 10,001 to 12,000 gal.
4"	\$1107.75	\$15.75 from 12,001 to 14,000 gal.
		\$18.90 from 14,001 to 16,000 gal.
		\$24.15 from 16,001 to 20,000 gal.
		\$29.40 from 20,001 to 30,000 gal.
		\$34.65 from 30,001 and over.

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash X , Check X ,Money Order X ,Credit Card X , Other (specify)

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$5.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENTS.....0.5%  
TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE HALF PERCENT OF THE RETAIL MONTHLY BILL.

**Section 1.02 – Connection Fees** (rev 6-11-2020)

- a. Single Dwelling or Single Non- Residential Business Connection

<u>Meter type</u> <u>And size</u>	<u>Meter install</u> <u>Fee</u>	<u>System Development</u> <u>(impact) Fee</u>	<u>Membership</u> <u>Fee</u>	<u>Total</u> <u>Fee</u>			
5/8" & 3/4"	\$850.00	+	\$3,000.00	+	\$500.00	=	\$4,350.00

- b. Large Meter and Unique Cost Connection

Connection for larger meter service will require a fee of actual cost plus \$4,350 in fees as specified in a. above.

An additional fee to cover unique costs may be charged. For example: a road bore, hard rock meter location, etc. These will be charged at actual cost.

**SECTION 1.0 – RATE SCHEDULE (Continued)****Section 1.03 Meter Relocation Fees** (revised 7/2020)

A fee to relocate an existing meter at the request of the customer will be charged to consist of the Meter Install Fee plus a Displacement Fee of \$50 per foot to the new location. Reconnection of the meter to the residence is the responsibility of the owner.

**Section 1.04 Meter Test Fees**

Meters will be tested at the request of the customer for a fee of \$25. If the meter is found to be outside the accuracy standards established by the American Water Works Association, the meter will be repaired or replaced and the testing fee refunded to the customer. Requested repeat tests within a two year period will result in a customer fee of \$50. The fee will be refunded if the meter is determined to be accurate as stated above.

**Section 1.05 Reconnection Fee**

If water service and/or membership is terminated:

If the party is a New Customer (See MEMBERSHIP, New Customer), a fee of \$100 will be assessed to reconnect the service.

If the party is an Existing Customer (See MEMBERSHIP, Existing Customer), the party will be considered a New Customer and payment of a \$500 membership fee will be required. The account must be paid in full before service will be reconnected. Late payment fees will also be assessed. See Late Payment Fees.

**Section 1.06 Customer Requested Temporary Suspension of Service** Deleted 10/2012

**SECTION 1.0 – RATE SCHEDULE (Continued)**

**Section 1.07 Temporary Construction Service**

Builders (or other applicant) may make application for temporary water service during new home or commercial property construction by completing an Application for Temporary Water Service and paying the appropriate fees at the Office. When construction is completed, the builder (or other applicant) must advise BRRWSC in writing to terminate service. The builder (or other applicants) shall remain responsible for all charges incurred until this notification takes place. After that occurs, the builder may apply for reimbursement of the membership fee portion only, of the connection fees. Temporary service may not be continued beyond the construction period or when the premises are occupied whichever occurs first. Builders (or other applicant) do not become members under the provisions of this paragraph.

**Section 1.08 Late Charge** (Rev. 6/13/2022)

Charges not paid within 15 days of the billing date will be considered late. Late payments will be subject to a late charge of \$25.00 if full payment of all charges and fees is not received within 30 days of the billing date, membership will be cancelled and water service will be disconnected. (See also Reconnection Fees for more details.) The account must be paid in full before service will be reinstated. The penalty on delinquent bills will be applied to any balance not paid in full prior to the next billing period. The utility must maintain a record of the date of mailing to charge the late penalty.

**Section 1.09 Return Check Charge**

Returned check charges will be .....\$25.00

**Section 1.10 Rental Property Customers**

Tenants cannot become members of BRRWSC. Owners of rental property must pay membership fees of BRRWSC and enter into all service agreements (see MEMBERSHIP). Applications for service by tenants must be countersigned by the owner of the property. By signing these agreements, the landlord GUARANTEES PAYMENT of all service charges and fees incurred by, or compensable damages caused by, their tenant.

## Bandera River Ranch Water Supply Corporation (BRRWSC) Water Tariff

**SECTION 1.0 – RATE SCHEDULE (Continued)****Section 1.11 Residential Customer Deposit**

For Existing Customers who live in their homes (non-rental property), a customer deposit is not currently required. However, BRRWSC reserves the right, at their sole discretion, to charge a customer deposit not to exceed a New Customer membership fee.

For New Customers, if there is a balance due at the time service is terminated, this balance will be deducted from the membership refund to the extent that the membership fee will cover that balance. Balances over the value of the membership fee refund will be due at the time of service termination.

**Section 1.12 Commercial and Non-Residential Deposits**

Deposits for such accounts will be 1/6th of the anticipated annual bill, but shall, in no case, be less than a membership fee.

**Section 1.13 Governmental Testing, Inspection and Costs Surcharge**

After notice to customers, BRR Water SC may increase rates to recover increased costs for inspection fees, water testing and similar unanticipated fees.

**Section 1.14 Construction Charges and Line Extensions**

In rare or unusual cases, significant costs may be incurred to provide service. In those cases the customer will be notified in advance. These costs will be charged to the customer at cost. Example: Extend a water header. Provide booster pumping capacity, etc.

## Bandera River Ranch Water Supply Corporation (BRRWSC) Water Tariff

**SECTION 2.0 SERVICE RULES AND POLICIES**

The utility will have the most current Texas Commission on Environmental Quality Rules, Chapter 291, Water Utility Regulation, available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or Commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.01 - Application for Water Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff), will be signed by the applicant, any required fees (deposits, reconnect, tap, extension fees, etc. as applicable) will be paid and easements, if required, will be granted before service is provided by the utility. A separate application or contract will be made for each service location.

Section 2.02 -Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the TCEQ Rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant that a complaint may be filed with the Commission.

Section 2.03 -Fees and Charges & Easements Required Before Service Can Be Connected Rev 10/2012

(A) Customer Deposits If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit as provided for in Section 1.11 and 1.12 of this tariff. The utility will keep records of the deposit and credit interest in accordance with TCEQ Rules.

Applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

## **SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)**

Refund of deposit - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any residential customer who has paid 18 consecutive billings without being delinquent.

(B) Service Fees A new customer requesting service at a location where service has not previously been provided must pay fees as provided in Section 1. A customer requesting service where service has previously been provided must pay a Membership fee as provided in Section 1. Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to request for payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall be informed of their right to appeal such costs to the TCEQ or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located. Fees in addition to the regular connection fees may be charged if listed specifically in Section 1 to cover unique costs not normally incurred as permitted by 30 T. A. C. 291.86(a)(1)(C). For example, a road bore for customers outside a subdivision or residential area could be considered a unique cost.

(C) Easement Requirement Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the Utility may require the applicant to provide it with a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

### Section 2.04 -Utility Response to Applications for Service

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap, meter and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless construction or weather conditions prohibit or unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Except for good cause where service has previously been provided, service will be reconnected within two working days after the applicant has met the requirements for reconnection.

## **SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)**

### Section 2.05 - Customer Responsibility

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers will not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers may be required to install and maintain a cutoff valve on their side of the meter.

No direct connection between a public water supply system and any potential source of contamination or between a public water supply system and a private water source (ex. private well) will be allowed. A customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises.

### Section 2.06 - Customer Service Inspections

Applicants for new service connections or facilities which have undergone extensive plumbing modifications are required to furnish the utility a completed customer service inspection certificate. The inspection certificate shall certify that the establishment is in compliance with the Texas Commission on Environmental Quality Rules and Regulations for Public Water Systems, Section 290.46(j). The Utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer in locating and obtaining the services of a certified inspector.

### Section 2.07 -Back Flow Prevention Devices

No water connection shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the specific potential hazard identified in §290.47(i) Appendix I, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems.

The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a customer service inspection certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.



## **SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)**

At any residence or establishment where it has been determined by a customer service inspection, that there is no actual or potential contamination hazard, as referenced in Section 290.47(i) Appendix I, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems, then a backflow prevention assembly or device is not required. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

All backflow prevention assemblies or devices shall be tested upon installation by a TCEQ certified backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a certified backflow prevention assembly tester.

If the utility determines that a backflow prevention assembly or device is required, the utility will provide the customer or applicant with a list of TCEQ certified backflow prevention assembly testers. The customer will be responsible for the cost of installation and testing, if any, of backflow prevention assembly or device. The customer should contact several qualified installers to compare prices before installation. The customer must pay for any required maintenance and annual testing and must furnish a copy of the test results demonstrating that the assembly is functioning properly to the utility within 30 days after the anniversary date of the installation unless a different date is agreed upon.

### **Section 2.08 -Access to Customer's Premises**

The utility will have the right of access to the customer's premises at all reasonable times for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours and the utility personnel will attempt to notify the customer that they will be working on the customer's property. The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

**SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)**

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

Section 2.09 -Meter Requirements, Readings, and Testing (rev 9-10-2020)

One meter is required for each residential, commercial, or industrial connection. All water sold by the utility will be billed based on meter measurements. The utility will provide, install, own and maintain meters to measure amounts of water consumed by its customers.

Meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the Commission.

- (A) Should the installed meter have the capability to provide the utility with daily water consumption information that can provide evidence indicating system leakage beyond the meter, the customer will be notified of the leak either verbally or in writing. Once written notice is provided, the customer has 45 days to correct the leak. Failure to take action to correct the leak will allow the utility to assess a fine of \$0.25 per gallon of water lost that is attributed to the leak. This fine will be assessed per day of continuing leakage and is due at the end of the assessed month. This assessment may be waived should the customer provide a correction plan that is acceptable to the utility given the customer's specific situation. Should the leak not be resolved within 90 days from written notification, or the assessed fine not paid, the utility may install flow restricting devices or implement discontinuation of service as defined in Section 6 of the Drought Contingency Plan.

Meter tests. The utility will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the utility's normal working hours at a time convenient to the customer. Whenever possible, the test will be made on the customer's premises, but may, at the utility's discretion, be made at the utility's testing facility. A charge of \$25 will be assessed for this test, but will be refunded if the accuracy of the meter is found to be outside the accuracy standards established by the American Water Works Association. If within a period of two years the customer requests a new test, the utility will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the utility will charge the customer a fee which reflects the cost to test the meter up to a maximum \$50 for a residential customer. Following the completion of any requested test, the utility will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

Section 2.10 -Billing

(A) Regular Billing Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the utility or the utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

**SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)**

Rev 10/2012 - B) Deleted

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

(D) Information on Bill Each bill will provide all information required by the TCEQ Rules. For each of the systems it operates, the utility will maintain and note on the monthly bill a local or toll-free telephone number (or numbers) to which customers can direct questions about their utility service.

(E) Prorated Bills If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

Section 2.11- Payments Rev 10/2012

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office does not receive payment prior to the time of noticed disconnection for nonpayment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

Payment of an account by any means that has been dishonored and returned by the payor or payee's bank, shall be deemed to be delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve month period, the customer shall be required to pay a deposit if one has not already been paid.

**SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)**

Section 2.12 - Service Disconnection

(A) With Notice Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the TCEQ Rules.

B) Without Notice Utility service may also be disconnected without notice for reasons as described in the TCEQ Rules.

Section 2.13 -Reconnection of Service Rev 10/2012

Utility personnel must be available during normal business hours to accept payments on the day service is disconnected and the following day unless service was disconnected at the customer's request or due to a hazardous condition.

Service will be reconnected within two business days after the past due bill, Membership fees, and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.

Section 2.14 -Service Interruptions Rev 10/2012

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

## **SECTION 2.0 – SERVICE RULES AND POLICIES (Continued)**

### Section 2.15 -Quality of Service

The utility will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Unless otherwise authorized by the Commission, the utility will maintain facilities as described in the Texas Commission on Environmental Quality Rules and Regulations for Public Water Systems.

### Section 2.16 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through the Texas Commission on Environmental Quality complaint process. Pending resolution of a complaint, the commission may require continuation or restoration of service.

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the Commission.

### Section 2.17 - Customer Liability

Customer shall be liable for any damage or injury to utility-owned property shown to be caused by the customer.

## **SECTION 3.0 EXTENSION POLICY**

### **Section 3.01 -Standard Extension Requirements**

The Utility is not required to extend service to any applicant outside of its certified service area and will only do so under terms and conditions mutually agreeable to the Utility and the applicant, in compliance with TCEQ rules and policies, and upon extension of the Utility's certified service area boundaries by the TCEQ.

The applicant for service will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

### **Section 3.02 -Costs Utilities and Service Applicants Shall Bear**

Residential customers will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line that has adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the additional cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

The Utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certified area, industrial, and wholesale customers shall be treated as developers. A service applicant requesting a one inch meter for a lawn sprinkler system to service a residential lot is not considered nonstandard service.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and throughout his property including the cost of all necessary transmission facilities.

## **SECTION 3.0 EXTENSION POLICY (Continued)**

### Section 3.03 -Contributions in Aid of Construction

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with Texas Commission on Environmental Quality minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or Texas Commission on Environmental Quality minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property or requests a main extension. Commercial, industrial, and wholesale customers will be treated as developers.

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the Texas Commission on Environmental Quality minimum design criteria for water production, treatment, pumping, storage and transmission.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 30 TAC 291.86(d). When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge for facilities which must be committed to such extension compliant with the Texas Commission on Environmental Quality minimum design criteria. As provided by 30 T.A.C. 291.85(e)(3), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

A utility may only charge a developer standby fees for unrecovered costs of facilities committed to a developer's property under the following circumstances:

- Under a contract and only in accordance with the terms of the contract; or
- if service is not being provided to a lot or lots within two years after installation of facilities necessary to provide service to the lots has been completed and if the standby fees are included on the utilities approved tariff after a rate change application has been filed. The fees cannot be billed to the developer or collected until the standby fees have been approved by the commission or executive director.
- for purposes of this section, a manufactured housing rental community can only be charged standby fees under a contract or if the utility installs the facilities necessary to provide individually metered service to each of the rental lots or spaces in the community.



**SECTION 3.0 EXTENSION POLICY (Continued)**

Section 3.04 -Appealing Connection Costs

The imposition of additional extension costs or charges as provided by Sections 3.0 - Extension Policy of this tariff shall be subject to appeal as provided in this tariff, TCEQ rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall be informed of the right to appeal such costs to the TCEQ or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(ies) is located.

Section 3.05 -Applying for Service

The Utility will provide a written service application form to the applicant for each request for service received by the Utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant. Service application forms will be available at the Utility's business office during normal weekday business hours. Service applications will be sent by prepaid first class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions which might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a service connection be made. A diagram, map, plat, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed, along the applicant's property line may also be required with the tap request. The actual point of connection and meter installation must be readily accessible to Utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the Utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the Utility's nearest service main with adequate capacity to service the applicant's full potential service demand. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the Utility. If no agreement on location can be made, the applicant may refer the matter to the TCEQ for resolution.

## **SECTION 3.0 Extension Policy Continued)**

### **Section 3.06 - Qualified Service Applicant**

A "qualified service applicant" is an applicant who has: (1) met all of the Utility's requirements for service contained in this tariff, TCEQ rules and/or TCEQ order, (2) has made payment or made arrangement for payment of connection fees, (3) has provided all easements and rights-of-way required to provide service to the requested location, (4) delivered an executed customer service inspection certificate to the Utility, if applicable, and (5) has executed a customer service application for each location to which service is being requested.

The Utility shall serve each qualified service applicant within its certified service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by TCEQ rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The TCEQ service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by TCEQ rules.

### **Section 3.07 -Developer Requirements**

As a condition of service to a new subdivision, the Utility shall require a developer (as defined by TCEQ rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property.

## **SECTION 4 – MEMBERSHIP**

Bandera River Ranch Water Supply Corporation (BRRWSC) is a member owned cooperative. Each service connection requires a valid membership. Water service will not be provided to non-members. Conversely, parties cannot be members without being water customers in good standing.

Membership and water service is managed and administered by the governing Board of BRRWSC.

A. Existing Customers - Customers of the existing water company at the time BRRWSC acquired the water system. (12/07/2011)

Parties who were customers in good standing of the existing water company at the time the water system ownership was transferred to BRRWSC are members without being required to pay membership fees. Such customers may arrange for uninterrupted service by properly executing and returning: WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT and BRR Water SC SUPPLEMENTAL CONTRACT /APPLICATION FOR UTILITY SERVICES, (See Appendix A) within 30 days of the transfer of ownership from the previous water company to BRRWSC. Service with the previous water company does not preclude the requirement to complete the application forms and agreements.

B. New Customers – Customers who become member/customers after system ownership transferred to BRRWSC (12/07/2011), or prior customers who have had services terminated for other causes.

To become a New Customer, parties must apply for membership by properly executing and returning service agreements: WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT and BRR Water SC SUPPLEMENTAL CONTRACT /APPLICATION FOR UTILITY SERVICES (See Appendix A). At that time a \$500 membership fee, per water connection, must be paid. This fee is refundable when membership and water service is terminated, to the extent it exceeds arrears in the member's account.

Water service is not available without first obtaining a membership, entering into service agreements noted, and paying all applicable fees.

New customers who require a new service connection will additionally be required to pay service connection fees. See Section 1.02 – Service Connection Fees above.

A customer must own one membership for each service connection, but each Member shall be entitled to only one vote in cooperative elections regardless of the number of memberships owned.

Water service, and therefore membership, is restricted to the TCEQ licensed service area(s).

Membership is available to, and required of, customers only.

**DROUGHT CONTINGENCY PLAN  
FOR  
BANDERA RIVER RANCH WATER SUPPLY CORPORATION**

**161 BROKEN SPUR RD. STE 1  
BANDERA, TX 78003**

**12262  
(CCN#)**

**Bandera River Ranch 1/PWS 0100017  
Bandera Homestead Condominiums/PWS 0100017  
(PWS #s)**

**6/11/2022  
(Date)**

**Section 1 Declaration of Policy, Purpose, and Intent**

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

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

**DROUGHT CONTINGENCY PLAN  
FOR**

I, Bonnie Tidball, being the responsible official for Bandera River Ranch Water Supply Corporation, request a tariff amendment to include the enclosed Drought Contingency Plan.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## **Section 2 Public Involvement**

Opportunity for the public to provide input into the preparation of the Plan was provided by:  
(check at least one of the following)

*scheduling and providing public notice of a public meeting to accept input on the Plan.*

The meeting took place at: Corporate office at 161 Broken Spur Rd. Ste 1,  
Bandera, TX 78003. On 6/11/2022 at 10:00 A.M.

## **Section 3 Public Education**

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

Drought plan information will be provided by:

*public meeting*

*press releases*

*utility bill inserts*

*other*

## **Section 4 Coordination with Regional Water Planning Groups (RWPG)**

The service area of Bandera River Ranch Water Supply Corporation is located within RPWG: Bandera County River Authority and Groundwater District. Bandera River Ranch Water Supply Corporation has mailed a copy of this Plan to the RPWG.

## Section 5 Notice Requirements

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

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

**The utility must notify the TCEQ by telephone at (512) 239-4691, or electronic mail at [watermon@tceq.state.tx.us](mailto:watermon@tceq.state.tx.us) prior to implementing Stage III and The utility must notify the TCEQ by telephone at (512) 239-4691, or electronic mail at [watermon@tceq.state.tx.us](mailto:watermon@tceq.state.tx.us) prior to implementing Stage IV and must notify in writing the Public Drinking Water Section at MC - 153, P.O. Box 13087, Austin, Texas 78711-3087 within five (5) working days of implementation including a copy of the utility's restriction notice. The utility must file a status report of its restriction program with the TCEQ at the initiation and termination of mandatory water use restrictions (i.e., Stages III and IV).**

## Section 6 Violations (Rev. 6/13/2022)

1. First violation - The customer will be notified by written notice of their specific violation.
2. Subsequent violations:
  - a. After written notice, the utility may install a flow restricting device in the line to limit the amount of water which will pass through the meter in a 24-hour period. The utility may charge the customer for the actual cost of installing and removing the flow restricting device, not to exceed \$100.00. Installing and removing are considered two separate occurrences and will each be levied the cost.
  - b. After written notice, the utility may discontinue service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal reconnect fee of the utility will apply for restoration of service.

## Section 7 Exemptions or Variances

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

## **Section 8 Response Stages**

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

### **STAGE I - CUSTOMER AWARENESS**

Stage I will begin:

**Every April 1<sup>st</sup>, the utility will mail a public announcement to its customers. No notice to TCEQ required.**

Stage I will end:

**Every September 30<sup>th</sup>, the utility will mail a public announcement to its customers. No notice to TCEQ required.**

#### Utility Measures:

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

#### Voluntary Water Use Restrictions:

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

### **STAGE II - VOLUNTARY WATER CONSERVATION:**

**Target: Achieve a 30 percent reduction in total water use.**

The water utility will implement Stage 2 when any one of the selected triggers is reached:

Supply-Based Trigger: Total Demand exceeds 50% of well production.

Demand-or Capacity Based Trigger: Total Daily Demand exceeds 50% of storage capacity.

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



## **STAGE II - VOLUNTARY WATER CONSERVATION CONTINUED**

### Requirements for termination

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

### Utility Measures:

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

The second water source for Bandera River Ranch is: Truck delivered purchased water.

### Voluntary Water Use Restrictions

1. **Restricted Days/Hours:** Customers are requested to voluntarily limit the irrigation of landscaped areas with hose-end sprinklers or automatic sprinkler systems. Customers are requested to limit outdoor water use to Monday for customers whose last name begins with the letters A – E, Tuesday for customers whose last name begins with the letters F –J, Wednesday for customers whose last name begins with the letters K – O, Thursday for customers whose last name begins with the letters P – T, and Friday for customers whose last name begins with the letters U – Z. Irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 8:00 AM and between 8:00 PM and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand held hose or a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system; or
2. Any other uses that waste water.

## **STAGE III – MANDATORY WATER USE RESTRICTIONS**

**Target: Achieve a 50 percent reduction in total water use.**

The Utility will implement stage III when any one of the selected triggers is reached:

Supply Based Trigger: Total daily demand exceeds 60% of pumping capacity.

Demand – or Capacity Based Trigger: Total daily demand exceeds 60% of storage capacity.

**Upon initiation and termination of Stage III, the Utility will mail a public announcement to its customers. Notice to TECQ is required within 5 working days.**

### Requirements for termination

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

### Utility Measures

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

**Mandatory Water Use Restrictions:** The following water use restrictions shall apply to all customers.

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Monday for customers whose last name begins with the letters A – E, Tuesday for customers whose last name begins with the letters F –J, Wednesday for customers whose last name begins with the letters K – O, Thursday for customers whose last name begins with the letters P – T, and Friday for customers whose last name begins with the letters U – Z. Irrigation of landscaped areas is further limited to the hours of 8:00 AM until 10:00 AM and between 8:00 PM and 10:00 PM on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand held hose or a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

2. Use of water to wash any vehicle is prohibited except on designated watering days during designated hours. Such washing, when allowed shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses.

3. Use of water to fill, refill, or add to any private indoor or outdoor swimming pools wading pools or “Jacuzzi” type pools or tubs is prohibited except on designated watering days during designated hours.

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

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

6. The following uses of water are defined as non-essential and are prohibited:

- a. Wash down of sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surfaced areas;
- b. Use of water to wash down buildings or structures for purposes other than fire prevention;
- c. Use of water for dust control;

- d. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- e. Any waste of water.

## **STAGE IV – CRITICAL WATER USE RESTRICTIONS**

**Target: Achieve a 60 percent reduction in total water use.**

The Utility will implement stage IV when any one of the selected triggers is reached:

Supply Based Trigger: Total daily demand exceeds 65% of pumping capacity.

Demand – or Capacity – Based Trigger: Production or distribution limitations.

**Upon initiation and termination of Stage IV, the utility will mail a public announcement to its customers. Notice to TCEQ is required within 5 working days.**

Requirements for termination:

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

**Operational Measures:** The utility shall visually inspect lines and repair leaks on a daily basis. Flushing is prohibited except for dead end mains and only between the hours of 8:00 PM and 3:00 AM. Emergency interconnects or alternative supply arrangements shall be initiated. All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers.

Mandatory Water Use Restrictions: All outdoor use of water is prohibited. (Rev. 6/13/2022)

1. Irrigation of landscaped areas is absolutely prohibited.
2. Use of water to wash any vehicle is absolutely prohibited.
3. Washdown of any hard surfaces is absolutely prohibited.

Bandera River Ranch Water Supply Corporation (BRRWSC)

**4. Filling/refilling of private residence pools is absolutely prohibited.** (Rev. 6/13/2022)

**\* DRROA pool is exempt from this prohibition as long as the BRRWSC is able to maintain appropriate water levels.**

**\*\* Reference Stage IV Critical Water Use Restriction**

## **SYSTEM OUTAGE OR SUPPLY CONTAMINATION**

Notify TCEQ regional office immediately.

Bandera River Ranch Water Supply Corporation (BRRWSC)

**For Water Supply Corporation Service Application form, please refer to the following website.**

<http://www.rurdev.usda.gov/SupportDocuments/RUSTXBulletin1780-9rev109.pdf>

Bandera River Ranch Water Supply Corporation (BRRWSC)

Supplemental Contract/Application for Utility Service from Bandera River Ranch Water Supply Corporation

**BANDERA RIVER RANCH WATER SUPPLY CORPORATION**

161 BROKEN SPUR RD.  
BANDERA, TX 78003  
830-796-4199

**SUPPLEMENTAL CONTRACT/APPLICATION FOR UTILITY SERVICE**

This Supplemental Contract/Application for Utility Service (“Contract/Application”) is by and between Bandera River Ranch Water Supply Corporation (“BRRWaterSC”), a corporation organized under the laws of the State of Texas, its successors and assigns and the applicant (“Customer”) whose name and signature is shown below.

**CUSTOMER LIABILITY:** Customer shall be liable for any damage or injury to BRRWaterSC – owned property or personnel shown to be caused by the customer, his invitees, his agents, his employees, or others under his control.

**LIMITATIONS ON BRRWater SC PRODUCT/SERVICE LIABILITY:**

BRRWaterSC will not accept liability for any injury or damage to individuals or to their properties occurring on the customer’s side of the meter. BRRWaterSC makes no representations or warranties (express or implied) that customer’s appliances will not be damaged by disruption or fluctuations in water service whatever the cause. BRRWaterSC will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) Acts of God (2) acts of third parties not subject to the control of BRRWaterSC (3) electrical power failures, or (4) termination of water service pursuant to BRRWaterSC’s tariff and TCEQ rules.

**FIRE PROTECTION:** BRRWaterSC is not required by law and does not provide fire prevention or fire fighting services. BRRWaterSC therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. BRRWaterSC neither possesses nor claims to possess knowledge or expertise in fire fighting or the requirements of fire fighting. No statement or action of BRRWaterSC shall ever be implied or meant to suggest that any facility of BRRWaterSC comply with any state or local fire code.

**EXTENSION AND FACILITIES:** If the services of a registered professional engineer are required as a result of an application for service to that Applicant only, such engineer will be selected by BRRWaterSC and the Applicant, and Applicant shall bear all expense incurred therein. The Applicant shall bear all extension charges and fees associated therewith as may be provided by BRRWaterSC tariff and the rules of the TCEQ.

**PLUMBING CODE:** Rev 10/2012 BRRWaterSC has adopted the Uniform Plumbing Code. Any extension and/or new facilities shall comply with that Code and all standards established by the TCEQ. Where conflicts arise, the more stringent standard must be followed.

If an Applicant requires service other than the standard service provided by BRRWaterSC, such Applicant will be required to pay all expenses incurred by BRRWaterSC in excess of the expenses that would be incurred in providing the standard service and connection. Any Applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ's minimum design criteria for Public Drinking Water Systems plus meeting any additional requirements needed to meet local service conditions.

Piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of BRRWaterSC. The Customer will bring out his service line to his property line at a point mutually acceptable to the Customer and BRRWaterSC. No water service smaller than 5/8<sup>th</sup> inch will be connected. The Customer shall install and maintain a cut-off valve and a check valve on the Customer side of the water meter and within three feet of the meter. If the customer desires water at a pressure other than that which is delivered at the meter, and such pressure does not conflict with any TCEQ rule or other pressure standard, the customer is responsible for installing and maintaining at Customer's expense the equipment necessary for such pressure change.

It is agreed and understood that any and all meters, water lines and other equipment furnished by BRRWaterSC (excepting the Customer's individual service line from the point of connection to the Customer's point of ultimate use) is and shall remain the sole property of BRRWaterSC and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any Customer. All tap charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

**ASSIGNMENT:** No application, agreement or contract for service may be assigned or transferred without the written consent of BRRWaterSC.

**OTHER CONTRACTS:** It is possible that Applicant and BRRWaterSC will enter into an additional contract pertaining to water service at this location. Any such contract shall be in addition to this Contract/Application. Nothing therein will negate any provision of this Contract/Application.

**RIGHT OF ACCESS and EASEMENTS:** If the property to be served does not have dedicated, recorded public utility easements available for BRRWaterSC's use in providing water utility service to the property, the Applicant (or the Applicant's landlord in the case of a tenant occupied location) shall be required to provide BRRWaterSC with a suitable recorded easement as a condition of service. Such easement shall be in a location acceptable to BRRWaterSC and shall be for a corridor no less than fifteen (15)

feet in width. The easement shall be signed by (and shall be binding upon) all record title owners of the property in question. No Applicant shall be deemed to be a “qualified” applicant under the TCEQ’s rules until such easement is recorded.

**LANDLORD GUARANTEE:** Applications by tenants must be countersigned by the owner of the property. By signing the application, the landlord GUARANTEES PAYMENT of all utility service charges and fees incurred by, or compensable damages caused by their tenant. By signing the application the landlord also grants all required rights of access.

**PLUMBING INSPECTION:** State law requires applicants for service at new consuming facilities or facilities which have undergone extensive plumbing modifications to deliver to BRRWaterSC a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazard to public health and safety. In addition, BRRWaterSC shall require such certificates in the case of extensive plumbing modification to the Customer’s water system made after the initial date to the Customer. Installation of a landscaping sprinkler system shall be considered extensive plumbing modifications. If the Customer installs, and/or maintains a landscaping sprinkler system, the Customer must present appropriate inspection reports, including any annual inspection reports, if required. Underground plumbing may not be covered until BRRWRS, or an authorized representative, has inspected the system for possible violations. Service may be denied until the certificate is received or any identified violations or hazards have been remedied. When potential sources of contamination are identified which, in the opinion of the inspector or BRRWaterSC, require the installation of a state-approved backflow prevention device, such backflow prevention device shall be installed on the customer’s service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention device specialist at the customer’s expense. The backflow prevention device shall be maintained by the customer at his expense and shall be inspected annually by a licensed inspector. Copies of the annual inspection report shall be provided to BRRWaterSC. Failure to comply with this inspection and reporting requirement may constitute grounds for termination of water service with notice.

**CUSTOMER AGREEMENT:** BY SIGNING THIS SUPPLEMENTAL APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH BRRWATERSC’S RULES AND TARIFF AND ALL RULES AND REGULATIONS OF THE TCEQ, THE USDA, AND OTHER APPLICABLE REGULATORY AGENCIES. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE THE SERVICE IS STARTED UNTIL THE DAY SERVICE IS TERMINATED.

I AGREE TO TAKE NO ACTION TO CREATE A HEALTH HAZARD OR OTHERWISE ENDANGER BRRWATERSC’S PLANT, ITS PERSONNEL OR ITS CUSTOMERS. I AGREE TO PUT NO UNSAFE, NON-DOMESTIC SERVICE



Bandera River Ranch Water Supply Corporation (BRRWSC)

DEMANDS ON BRRWATERSC'S SYSTEM WITHOUT NOTICE TO AND PERMISSION FROM BRRWSC.

I UNDERSTAND THAT A COPY OF BRRWATERSC'S TARIFF IS AVAILABLE UPON REQUEST AND I AGREE TO PAY THE RATES IN THE TARIFF AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS AND CONDITIONS OF SERVICE IN THE TARIFF MAY BE CHANGED BY THE BOARD OF DIRECTORS OF BRRWATERSC AND BY FUTURE ORDER OF THE TCEQ OR OTHER REGULATORY AUTHORITY HAVING JURISDICTION OVER BRRWATERSC'S RATES. I AGREE TO ABIDE BY SUCH CHANGES AS THEY OCCUR.

Name of applicant(s): \_\_\_\_\_

Applicant is: Owner \_\_\_\_\_ Tenant \_\_\_\_\_

Driver's license no. His: \_\_\_\_\_ Hers: \_\_\_\_\_

Address of location of requested service: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Unit: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Type of water service:

Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_

Developer \_\_\_\_\_

Purpose for which water is used:

Residential \_\_\_\_\_ Other: \_\_\_\_\_

Deposit required? \_\_\_\_\_ Amount \_\_\_\_\_ Refundable? \_\_\_\_\_

Person(s) responsible for utility service bills: \_\_\_\_\_

Relationship to applicant: \_\_\_\_\_

Driver's lic. Number: \_\_\_\_\_ State: \_\_\_\_\_

Billing address if different from service location address:

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

Date to begin service: \_\_\_\_\_

Misc. fees required as a condition of service:

Description: \_\_\_\_\_

Amount: \_\_\_\_\_

Bandera River Ranch Water Supply Corporation (BRRWSC)

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

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

Home phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

e-mail address: \_\_\_\_\_

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

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

Home phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

e-mail address: \_\_\_\_\_

\_\_\_\_\_  
Owner/Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
BRRWaterSC Representative

\_\_\_\_\_  
Contract/Application acceptance date

Hand deliver or mail to:  
Bandera River Ranch Water Supply Corporation  
161 Broken Spur Rd.  
Bandera, TX 78003

Bandera River Ranch Water Supply Corporation (BRRWSC)

**BANDERA RIVER RANCH WATER SUPPLY CORPORATION**  
**(BRRWaterSC)**  
 161 BROKEN SPUR RD.  
 BANDERA, TX 78003  
 830-796-4199

**APPLICATION FOR TEMPORARY WATER SERVICE** Rev 6/11/2020  
 (Permanent service MUST be established prior to use of premises)

**Water service is requested at the address shown below:**

Applicant: (Owner/builder)

Name: First/ MI/Last	or	Business name
Name of spouse (if applicable)		
Address at which service is requested	Unit No.	Block      Lot
	Residence phone _____	
	Business Phone _____	
Address to which bill should be sent		
Date Construction to begin		

A fee of \$4,350.00 has been established by BRRWSC in the Tariff for initiation of temporary service for construction. Further, should construction of the driveway(s) require crossing of the water main, costs associated with installation of pavers will require additional fees of \$500.00 for each crossing instance. Please enclose your certified check payable to *Bandera River Ranch Water Supply Corporation* with this application. No work will begin toward providing this connection until payment is received.

When construction is completed, the builder (or other applicant) must advise BRR Water SC in writing to terminate service. The builder (or other applicants) shall remain responsible for all charges incurred until this notification takes place. After that occurs, the builder may apply for refund of \$500 of these fees. Temporary service may not be continued beyond the construction period or when the premises are occupied whichever occurs first. Builders (or other applicant) do not become members of BRRWSC under the provisions of this paragraph.

The applicant understands that this application is for temporary service only and upon completion of construction of the residence a Service Inspection Certification must be completed by a plumbing inspector or a master or journeyman plumber who is currently licensed by the State of Texas State Board of Plumbing, and which gives him authorization to perform this plumbing inspection and certify to the compliance of the construction requirements established by the laws of the State of Texas. A Customer Service Inspector licensed by TCEQ may also perform the inspection. The certification must be delivered to BRRWaterSC offices at the address noted in the header above.

The applicant agrees to be responsible for the charges for service hereby requested and to comply with all rules and policies applicable to such service including water usage restrictions in effect during the duration of this agreement. Applicant also agrees that no residential use of premises will be allowed until Service Inspection Certification has been obtained as noted in the previous paragraph and such Certification has been provided to BRRWaterSC and all applications and conditions for permanent water service have been made and met. Failure to comply with any conditions of this contract will result in termination of water service and possible forfeiture of fees paid.

APPLICANT(S): \_\_\_\_\_  
 Signature of owner or builder

Date \_\_\_\_\_