

**TARIFF**

SILVER CREEK VILLAGE WATER SUPPLY CORPORATION  
205 Loma Vista Dr.  
Burnet, TX 78611

Adopted Sept \_\_\_\_\_, 1995  
(Amended BOD 11-11-2003, Effective Jan 2004)

(Amended BOD 2-2-2011, Effective April 1, 2011) Sec F – Water Rates

(Amended BOD 12-19-2023, Effective February 1, 2023) Sec F – Water Rates

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RESOLVED BY THE BOARD OF DIRECTORS OF THE SILVER CREEK VILLAGE WATER SUPPLY CORPORATION THAT:

1. This Tariff of the Silver Creek Village WSC, serving parts of Burnet County, consisting of Sections A through G inclusive, is hereby adopted and enacted as the current regulations which shall supersede all policies passed by the Board of Directors before September \_\_\_\_, 1995, to the extent provided in paragraph 2 hereof.

2. No prior agreement executed by the Board of Directors is repealed by any provision contained herein, save and except as provided in the terms of that agreement.

3. The adoption of the provisions of this Tariff shall not affect any offense or act committed or done, or any penalty of forfeiture incurred, or any contract or vested right established or accruing before the effective date of this Tariff.

4. An official copy of this policy shall be available to the Membership of this Corporation during regular office hours of the Corporation. Requests for copies of this Tariff shall be subject to reproduction charges. The Secretary of the Corporation shall maintain the original copy as approved, and clearly exhibit all additions, deletions, and amendments separately.

5. This Tariff shall take effect immediately upon its approval as provided by law, and according to its terms. Rules and regulations of state and federal agencies having applicable jurisdiction, promulgated under any applicable State or Federal Law, 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 thereby.

PASSED and APPROVED this \_\_\_\_\_ day of September, 1995.

\_\_\_\_\_  
President, Silver Creek Village Water Supply Corporation

SEAL

ATTEST:

\_\_\_\_\_  
Secretary, Silver Creek Village Water Supply Corporation

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SECTION B: STATEMENTS

1. Organization. The Silver Creek Village Water Supply Corporation is a member owned, non-profit corporation incorporated pursuant to the Water Supply/Sewer Service Corporations Act, Article 1434a, Tex. Rev. Civ. Stat., (West 1980, Vernon Supp. 1993 as amended) and as supplemented by the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. Ann., Article 1396 1.01, et seq. (West 1980, Vernon Supp. 1993 as amended) for the purpose of furnishing potable water utility service. Corporation operating policies, rates, tariffs, and regulations are formulated and effected by a 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, or marital status.

3. Rules Application. The rules and regulations specified herein apply to the water services furnished by Silver Creek Village Water Supply Corporation, also referred to as Corporation, Silver Creek Village, or Silver Creek Village WSC. Failure on the part of the Member, Consumer, or Applicant to observe these rules and regulations of the Corporation, after due notice of such failure, automatically gives the Corporation the authority to deny or to discontinue the furnishing of service as provided herein and as may be amended from time to time by the Board of Directors of the Corporation.

4. Corporation Bylaws. The Corporation has adopted bylaws which establish the makeup of the Board of Directors, establish the Membership voting rights, provide for annual and regular meetings, provide for reserve accounts, and establish the rights of the Members and other important regulations of the utility. These bylaws are included by reference herein, as amended from time to time, and are on file for inspection in the Corporation's office.

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

6. Information Disclosure. The records of the Corporation shall be kept in the Corporation office in the Silver Creek Village Subdivision, Texas. All information collected, assembled, or maintained by or for the corporation shall be disclosed to the public in accordance with the Texas Open Records Act: Article 6252 17a, Tex. Rev. Civ. Stat. (Vernon Pamp. 1992). An individual customer may request in writing that their name, address, telephone number, or social security number be kept confidential. Such confidentiality does not prohibit the utility

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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 a utility 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 on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with any meeting of the Corporation's members. The utility shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

7. Customer Notice Provisions. The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all affected Members and/or 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.

8. Grievance Procedures. Any Member of the Corporation or individual demonstrating interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:

- a. By presentation of concerns to the Corporation's manager or authorized staff member for discussion and resolution. If not resolved to the satisfaction of the aggrieved party then,
- b. By presenting a letter of request for a hearing before the Board of Directors. The letter shall state the individual's desired business before the Board and the desired result.
- c. The President of the Board of Directors shall review the request and determine the best means by which the complaint shall be resolved.
- d. The President shall further determine a reasonable time and place of all hearings, but not beyond 45 days of the date of receipt of the letter of complaint.
- e. The Board of Directors, committee thereof, and/or legal counsel shall hear the complaint as directed by the Board.
- f. Any hearings by committees or staff delegated to hear complaints shall report its recommendation to the full Board for a decision by the Board.
- g. The Board of Directors shall act upon the information available and direct the President or other representative to respond to the complaint by communicating the Board's decision in writing.
- h. 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. The Board's decision shall be final.

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SECTION C: DEFINITIONS

**ACTIVE SERVICE** Service status of any Member receiving authorized water service under the provisions of this Tariff.

**APPLICANT** Person, partnership, cooperative corporation, corporation, agency, public or private organization of any character applying for service with the Silver Creek Village Water Supply Corporation.

**BOARD OF DIRECTORS** The Board of Directors elected by the Members of the Silver Creek Village Water Supply Corporation.

**BYLAWS** The rules pertaining to the governing of the Silver Creek Village Water Supply Corporation adopted by the Corporation Members.

**CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)** The authorization granted under Chapter 13 of the Texas Water Code for Silver Creek Village Water Supply Corporation to provide water utility service within a defined territory. Silver Creek Village Water Supply Corporation has Certificate Number 11709. Territory defined in the CCN shall be the Certificated Service Area.

**CORPORATION** The Silver Creek Village Water Supply Corporation.

**DISCONNECTION OF SERVICE** The locking or removal of a water meter to prevent the use of water by a Member/Consumer.

**EASEMENT** A private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, and/or installation of additional pipelines.

**FmHA** Abbreviation for Farmers Home Administration, an agency of the U.S. Department of Agriculture, providing loan and grant funds for development of rural water systems serving communities with a population of less than ten thousand (10,000) people. Includes succeeding agencies such as the Rural Development Administration.

**FINAL PLAT** A complete and exact plan for the subdivision of a tract of land into lots for marketing which has been approved by all regulatory agencies having jurisdiction over approval of the design, planning, and specifications of the facilities of such subdivision. The Silver Creek Village Water Supply Corporation shall determine if a plat submitted for the purposes of this Tariff shall qualify as a final plat.

**HAZARDOUS CONDITION** A condition which jeopardizes the health and welfare of the Member/Consumers of the Corporation as determined by the Corporation or regulatory authority.

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**INDICATION OF INTEREST FEE** - A fee paid by a potential Member of the Corporation for the purpose of aiding the FmHA and Corporation officials in determining the feasibility of a construction and/or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available. Upon such conversion, the Applicant may then further qualify as a Member and shall become a Member of the Corporation upon receipt of a Membership Certificate.

**LIQUIDATED MEMBERSHIP** - A Membership which has been canceled due to delinquent charges exceeding the Membership Fee or for other reasons as specified in this Tariff. Service shall not be provided to any person whose Membership Fee has been liquidated until a new Membership Fee has been paid and all other applicable requirements for service as provided in this Tariff have been satisfied.

**MEMBER** - Any person, partnership, cooperative corporation, corporation, agency, or public or private organization that has qualified for service and Membership in accordance with the Corporation's Tariff.

**MEMBERSHIP FEE** - A fee qualified as such under the terms of the tariff and the bylaws of the corporation. The membership fee may or may not be refundable upon termination of service and membership.

**MEMBERSHIP CERTIFICATE** - A certificate purchased from the Corporation evidencing a Member's interest in the Corporation.

**MINIMUM MONTHLY CHARGE** - The term Minimum Monthly Charge is used to define the monthly charge assessed each Member of the Corporation utilizing service or each Member who has the opportunity to utilize service via a metering device installed by the Corporation. In the text of this Tariff, minimum monthly charge may be used generically to describe Minimum Monthly Charge or Reserved Service Charge.

**PERSON** - Any natural person, partnership, cooperative corporation, association, private corporation, agency, or public or private organization of any character.

**RENTER** - A consumer who rents property from a Member and may otherwise be termed a lessee or tenant.

**RE - SERVICE** - Providing service to an Applicant at a location for which service previously existed, but where Membership Fee has been liquidated and now requires the fitting of a metering device into an existing setting and possibly requiring modifications to the setting in order to restore service. Costs of such re - servicing shall be based on justifiable and reasonable costs to the Corporation for restoration of service.

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**RESERVED SERVICE CHARGE** - A monthly charge assessed for each property where service is being reserved in behalf of a Member or future Member. The purpose of this fee is to reserve service capacity at a specified location pending installation of a tap by the Corporation. This fee is paid monthly in lieu of the Minimum Monthly Charge until such time as a lot may be sold and a tap is provided as requested. The Reserved Service Charge shall be cost - based to defray actual costs of service to the property for which service has been requested.

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

**SERVICE APPLICATION AND AGREEMENT** - A written agreement between the Member/Applicant and the Corporation outlining the responsibilities of each party regarding the service of water.

**SURRENDERED MEMBERSHIP** - A Membership in which service has been discontinued upon request of the Member and all indebtedness due the Corporation has been paid in full.

**TARIFF** - The Corporation's published rates, fees, and conditions of service.

**TRANSFeree** - An Applicant receiving a Silver Creek Village Water Supply Corporation Membership by legal means from a person or entity desiring to forfeit and transfer current rights to Membership to another person or entity.

**TRANSFEROR** - A Member who transfers Membership by legal means to another person or entity desiring to qualify for service to a property for which the Membership is currently issued or to the Corporation.



SECTION D. CERTIFICATED SERVICE AREA MAP

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SECTION E: SERVICE RULES AND REGULATIONS

1. Service Entitlement. An Applicant shall be considered fully qualified and entitled to water utility service when proper application has been made, terms and conditions of SERVICE AND MEMBERSHIP have been met and continue to be met, and all fees have been paid as prescribed by this Tariff.

2. Application Procedures and Requirements.

a. The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant. (See Appendix)

b. A Right - of - Way Easement Form, sanitary control easement, or other such easement forms, approved by the Corporation, must be completed by the Applicant for the purpose of allowing future extensions or facility additions to improve or provide service to future Applicants. At the option of the Corporation, easements contained in property deeds may be deemed sufficient.

c. The Applicant shall provide proof of ownership or title to property for which service has been requested in a manner acceptable to the Corporation.

d. The Corporation shall consider master metering multiple units for an applicant's request provided the total number of units to be served are all:

(1) owned by the same person, partnership, cooperative, corporation, agency, public or private organization of any character but not including a family unit,

(2) inaccessible to public right - of - way, and

(3) considered a commercial enterprise i.e. for business, rental, or lease purposes.

e. All Service Applications approved and cost of service fees quoted by the Corporation shall be presented to the Applicant in writing and shall stand approved at quoted costs for a period not to exceed thirty (30) days. After thirty (30) days, each Applicant shall re apply for service under the terms of this Tariff.

f. If the water main has been located in the public right - of - way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purposes of installing the water main and appurtenances, and the Corporation has documentation of such refusal on file, the Applicant, prior to receiving the requested service, shall grant easement to the Corporation. In addition to the normally required fees for service, the Applicant shall pay such sums as are necessary for the removal of the water main from

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the public right - of - way and for relocation onto the Applicant's property pursuant to such easement.

3. Activation Of Service.

a. New Tap - The Corporation shall charge a non - refundable service installation fee as required under Section G of this Tariff. The service installation fee shall be quoted in writing to the Applicant. All other fees shall be paid in advance of installation or in advance of reservation of service capacity including, as applicable, the Membership Fee and any Easement Fees as required under Section F of this Tariff.

b. Re - Service - On property where service previously existed, the Corporation shall charge the Membership Fee and labor and material costs necessary to restore service. This fee shall be cost - based.

c. Performance of Work - After all applicable fees are paid and approval is granted by proper authorities, all tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or the Corporation's designated representative. The tap shall be completed within ten (10) working days after receipt of payment of quoted installation fees.

d. Inspection of Customer Service Facilities - The Corporation staff or its designated representative shall inspect all customer service facilities before and periodically after the tap is made to insure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Natural Resource Conservation Commission or successor agency, applicable plumbing codes, and utility construction standards.

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

5. 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 Membership Transferees.

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b. Membership Certificates - Upon qualification for service, qualification for Membership, and payment of the required fees, the Corporation shall issue a Membership Certificate to the Applicant. The Membership Certificate provides proof of Membership in the Corporation and shall entitle the Applicant/Member to one (1) connection to the Corporation's water main and one (1) share of Corporation stock. The Membership Certificate also entitles the Member to one (1) vote in the conducting of the affairs of any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. An original or a copy of each Membership Certificate shall be held on file in the Corporation Office. Ownership of more than one (1) Membership Certificate shall not authorize the Member to cast more than one (1) vote at any annual or special meeting.

Each Membership Certificate and stock thereby represented shall be assigned to the specified parcel of land originally designated to receive service at the time of application.

NOTE: In the event that the Corporation is conducting a potential Members survey for indications of interest in future water service for the purpose of determining the feasibility of an initial construction or expansion project under FmHA guidelines (See Appendix, FmHA Form 442 1, Membership Survey Data Sheet), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a Membership Fee for Membership purposes (upon issuance of a Membership Certificate) if water service is ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded within sixty (60) days of the loan closing with FmHA.

c. Transfers of Membership.

(1) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:

(a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or

(b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or

(c) The Membership is transferred without compensation or by sale to the Corporation;  
or

(d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

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(2) In the event that Membership is transferred pursuant to the provisions of Sub - Section 5.c.(1) such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall not be binding on the Corporation until such transfer has been approved as provided by Sub - Section 5.c.(3).

(3) Qualifications for water service upon transfer of Membership set forth in Sub - Section 5.c.(1) and 5.c.(2) shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:

(a) A Transfer Authorization Form has been completed by the Transferor and Transferee;

(b) The Transferee has completed the required Application Packet;

(c) All indebtedness due the Corporation has been paid;

(d) The Membership Certificate has been surrendered, properly endorsed, by the record Transferor; and

(e) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.

d. Cancellation of Membership - To keep a Membership in good standing, a minimum charge must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee. A Member may be relieved of this obligation to pay by surrendering the Membership Certificate, properly endorsed, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Appendix) However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership Certificate prior to termination of service. Rights to future service at this tap shall be extended on an as - available basis and subject to the terms of the Activation of Service, Section E Sub - Section 3.a. of this Tariff.

e. Liquidation Due To Delinquency - When the amount of the delinquent minimum monthly charges, gallonage charges, penalties, and service fees 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 Certificate, the

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Corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (see section E, Subsection 13.(9)). The Corporation shall collect any remaining account balances through appropriate means. Reinstatement of service shall be subject to the terms of the Activation of Service Sub Section 3.a. of this Tariff.

f. Cancellation Due To Policy Non Compliance The Corporation may cancel a Membership anytime a Member fails to comply with policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property from which the Membership arose.

g. Re assignment of Canceled Membership The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re assign the membership rights thereby granted to any person who satisfactorily demonstrates eligibility for Membership, including but not limited to proof of ownership of the property from which the Membership arose.

6. Owners and Renters. Any Silver Creek Village Water Supply Corporation Member renting or leasing property to other parties are responsible for all charges due the Corporation in the event a renter or lessee leaves the Corporation with any unpaid bills. The Corporation will bill the renter or lessee for utility service as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The owner shall be required to sign an Alternate Billing Agreement. (See Appendix) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation may notify the Member of the renter's past due payment status subject to service charges.

7. Denial Of Service. The Corporation may deny service for the following reasons:

a. Failure of the Applicant or Transferee to complete all required forms and pay all required fees and charges;

b. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;

c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;

d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property for which water service has been requested when there is reason to believe that a hazardous condition may exist for which access is necessary to verify;

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e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation on file with the state regulatory agency governing the service applied for by the Applicant;

f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested, and/or

g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.

8. Applicant's or Transferee's Recourse. In the event the Corporation refuses to serve an Applicant under the provisions of these rules, the Corporation must notify the Applicant, in writing, of the basis of its refusal, and the Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.

9. Insufficient Grounds for Refusal of Service. The following shall not constitute sufficient cause for the refusal of service to an Applicant:

a. Delinquency in payment for service by a previous occupant of the premises to be served;

b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;

c. Violation of the Corporation's rules pertaining to operation of non standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;

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

e. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill;

f. Failure to pay for the restoration of a tap removed by the utility at its option or removed as the result of tampering or delinquency in payment by a previous customer.

g. Failure to comply with regulations or rules for anything other than the type of utility service specifically requested including failure to comply with septic tank regulations.

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10. Deferred Payment Agreement. The Corporation may offer a deferred payment plan to a Member who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any Late Penalty Fees or interest on the monthly balance to be determined as per agreement. (See Appendix)

11. Charge Distribution and Payment Application.

a. The Minimum Monthly Charge or the Reserved Service Charge is applied from the first day of the month to the last day of the month. Charges shall be prorated for meter installations and service terminations falling during the calendar month. Billings for this amount shall be mailed on or about the last day of the month preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.

b. Gallonage Charge, defined as water usage in excess of the water allotment included in the Minimum Monthly Charge, shall be billed at the rate specified in Section F, and shall be billed in ten (10) gallon increments. Water charges for usage exceeding the monthly allotment are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.

c. Posting of Payments All payments shall be posted against previous balances prior to posting against current billings.

12. Due Dates, Delinquent Bills, and Service Disconnection Date. The Corporation shall mail all bills on or about the 28th of the month. All bills shall be due upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. A bill is delinquent if not paid by the past due date. Payments made by mail will be considered late if postmarked after the past due date. A 10 day grace period may then be allowed for delayed payments prior to mailing of final notices. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

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



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extension shall not exceed 10 days beyond the usual 15 day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings.

13. Rules for Disconnection of Service. The following describes the rules and conditions for disconnection of water service.

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

(1) Returned Checks In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non negotiable for any reason, the Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service.

Any such instruments returned as insufficient or non negotiable for any reason for any two billing periods within a 12 month period shall be considered evidence of bad credit risk by the Corporation. The Member/customer in violation shall be placed on a "cash only" basis for a period of 12 months.

(2) Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement;

(3) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;

(4) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.

(5) Failure to provide access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify.

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(6) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.

(7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.

b. Disconnection Without Notice      Water utility service may be disconnected without notice for any of the following conditions:

(1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of the Texas Sanitation and Health Protection Law 4477 1, or there is reason to believe a dangerous or hazardous condition exists and the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition;

(2) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and

(3) In instances of tampering with the Corporation's meter or equipment, by passing the meter or equipment, or other diversion of service.

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

c. Disconnection Prohibited      Utility service may not be disconnected for any of the following reasons:

(1) Failure of the Member to pay for merchandise or charges for non-utility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of non-utility service as a condition of service;

(2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;

(3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;

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(4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;

(5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered.

(6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control;

(7) In response to a request for disconnection by an Owner/Member of rental property where the renter is billed directly by the Corporation as authorized by the owner, and the renter's account is not scheduled for disconnection under the Rules for Disconnection of Service in this Tariff.

d. Disconnection on Holidays and Weekends Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.

e. Disconnection Due to Utility Abandonment The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the Texas Natural Resource Conservation Commission.

f. Disconnection for Ill and Disabled The Corporation may not discontinue service to a delinquent residential Member permanently residing in an individually metered dwelling unit when that Member establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a Member seeks to avoid termination of service under this Sub section, the Member must have the attending physician call or contact the Corporation within sixteen (16) days of issuance of the bill. A written statement must be received by the Corporation from the physician within twenty six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by the Corporation and Member's physician. The Member shall enter into a Deferred Payment Agreement.

g. Disconnection of Master Metered Services When a bill for water utility services is delinquent for a master metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:

ORIGINAL SHEET E-11

(1) The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in six (6) days if payment is not rendered before that time.

(2) At least six (6) days after providing notice to the Member and at least four (4) days prior to disconnection, the Corporation shall post at least five (5) notices in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.

(3) The tenants may pay the Corporation for any delinquent bill in behalf of the owner to avert disconnection or to reconnect service to the complex.

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

15. **Back billing.** The Corporation may back bill a Member for up to four (4) years (48 months) for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Member's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service and the re establishment of credit. Back billing shall not extend beyond current Membership except in cases involving the transfer of a Membership conditioned upon payment of delinquent obligations by the Transferee, as provided under Sub Section 6.h.

16. **Disputed Bills.** In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall forthwith make and conduct an investigation as shall be required by the particular case, and report the results in writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided under Sub Section 6.h.

17. **Inoperative Meters.** Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

18. **Bill Adjustment Due To Meter Error.** The Corporation shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The

ORIGINAL SHEET E-12

American Water Works Association, a test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months but not extending beyond current Membership except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided under Sub Section 6.h. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test.

19. Meter Tampering and Diversion. For purposes of these Sections, meter tampering, by passing, or diversion shall all be defined as tampering with the Corporation's meter or equipment, by passing the same, or other instances of diversion, such as removing a locking or shut off device used by the Corporation to discontinue service, physically disorienting the meter, attaching objects to the meter to divert service or to by pass, inserting objects into the meter, and other electrical and mechanical means of tampering with, by passing, or diverting service. The burden of proof of meter tampering, by passing, or diversion is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation's staff when any action regarding meter tampering as provided for in these Sections is initiated. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services of the Corporation shall be prosecuted to the extent allowed by law under the Texas Penal Code 28.03.

20. Meter Relocation. Relocation of meters/taps shall be allowed by the Corporation provided that:

- a. No transfer of Membership is involved;
- b. An easement for the proposed location has been granted to the Corporation;
- c. The property of the new location requested is owned by the current Member of the meter to be moved;
- d. The existing tap location is on property contiguous to the proposed tap location;
- e. The Member pays the actual cost of relocation plus administrative fees, and
- f. Service capacity is available at proposed location.

ORIGINAL SHEET E-13

21. Prohibition of Multiple Connections To A Single Tap. In order that the Corporation may maintain adequate records of the actual number of users on its system to assure compliance with Texas Department of Health Rules and Regulations on minimum service standards, to ensure that charges are received for each user on the system, and to ensure that the Corporation's metering device is adequately sized for proper flow and accurate measurement of water used, all connections of any dwelling, household, business, and/or water consuming establishment currently receiving or planning to receive water service, either directly or indirectly from the Corporation's water system, shall individually apply for service under the rules of this Tariff. Any unauthorized submetering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service. If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff.

22. Member's Responsibility.

a. The Member shall provide access to the meter at all reasonable times for the purpose of reading, installing, checking, repairing, or replacing the meter. Member shall provide a key to locked gates. If the gate to the Member's premises is locked, preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that entrance could not be gained and that a key should be furnished or the gate unlocked for each reading period. Should the gate remain locked for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice.

b. The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on site service and plumbing facilities.

(1) All connections shall be designed to ensure against back flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough.

(2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant and shall be a minimum SDR 26 PVC pipe.

ORIGINAL SHEET E-14

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 Certificate shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.

d. The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter. 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 provide a cut off valve on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The 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.

ORIGINAL SHEET F-1

SECTION F: RATES AND SERVICE FEES

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

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

a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.

2. Membership Fee. At the time the application for service is approved, a non - refundable Membership Fee of \$273.00 must be paid before service shall be provided or reserved for the Applicant by the Corporation.

3. Easement Fee. When the Corporation determines that private right - of - way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right - of - way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right - of - way and/or facilities sites in behalf of the Applicant.

4. Installation Fee. The Corporation shall charge an installation fee for service that shall include all current labor, materials, engineering, legal, plumbing inspection, and administrative costs necessary to provide individual metered water service and shall be charged on a per tap basis as computed immediately prior to such time as service is requested and installed. The minimum tap fee shall be \$600.00.

5. Monthly Charges.

a. Minimum Monthly Charges - the monthly charge for metered water service, which includes the first 2,000 gallons of use will be \$97.41 for meter size 5/8" or 3/4", \$106.41 for meter size 1", \$201.41 for meter size 1-1/2", and \$290.41 for meter size 2". The minimum will be charged even if use is below 2,000 gallons for the month.

(Amended BOD 11-11-2003, Effective Jan 2004)

(Amended BOD 2-2-2011, Effective Apr 2011)

(Amended BOD 12-19-2023, Effective February 2024)



ORIGINAL SHEET F-2

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

c. In addition to the \$97.41 Minimum Monthly Charge, a gallonage charge shall be added at the following rates for usage during any one (1) billing period.  
(Amended BOD 11-11-2003, Effective Jan 2004) (Amended BOD 2-2-2011, Effective Apr 2011)

- (1) Water - for any gallonage over 2,000 gallons.
  - First 6,000 gallons - \$4.25
  - Next 8,000 gallons - \$10.00
  - Next 10,000 gallons - \$20.00
  - Remainder..... ..\$30.00 per thousand gallons

The Corporation shall, as required by Section 5.235, Water Code of the State of Texas, collect from each of its retail customers a regulatory assessment equal to one - half of one percent of the charge for retail water or sewer service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section F.6. Monthly Charges of this tariff.

6. Late Payment Fee. A penalty of \$1.00 or 5%, whichever is larger, per billing period shall be made on delinquent bills.

7. Returned Check Fee. In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non- negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$15.00. The Corporation will attempt, at its discretion, to resubmit the check for payment or otherwise seek to obtain payment prior to imposing this charge.

8. Reconnect. The Corporation shall charge a fee of \$50.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E.3.b. (Re-Service.)

ORIGINAL SHEET F-3

9. Equipment Damage Fee. If the Corporation's facilities or equipment have been damaged by tampering, by passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.

10. Meter Test Fee. The Corporation shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, a charge of \$50.00 shall be imposed on the affected account.

11. Transfer Fee. An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$25.00.

12. Membership Certificate Copy Fee. A fee of \$1.00 will be charged to provide a duplicate copy of the Membership Certificate.

13. Information Disclosure Fee. All public information except that which has been individually requested as confidential shall be available to the public for a fee to be determined by the Corporation based on the level of service and costs to provide such information, but not to be inconsistent with the terms of the Texas Open Records Act: Article 6252 17a.

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

ORIGINAL SHEET G-1

**SECTION G: EMERGENCY RATIONING PROGRAM**

The following water rationing program is adopted for emergency use only during periods of acute water shortage.

1. Declaration of Emergency. When a system demand exceeds production or storage capability measured over a twenty four (24) hour period, and refilling the storage facilities is rendered impossible, OR when the Corporation is notified by its wholesale supplier of a cutback in water to be delivered to such an extent that normal use patterns will no longer be possible, the Corporation may declare an emergency to exist, and thereafter ration water in the following manner.

2. Notice Requirements. Written notice of the proposed rationing shall be mailed or delivered to each affected Member seventy two (72) hours before the Corporation actually starts the program, and shall also be placed in a local newspaper. The Member notice shall contain the following information:

- a. The date rationing shall begin;
- b. The date rationing shall end;
- c. The stage (level) of rationing to be employed;
- d. A copy of this rationing authority; and
- e. Affected area to be rationed.

3. Stage Levels of Rationing.

a. STAGE I (Mild Rationing Conditions) Alternate day usage of water for outdoor purposes such as lawns, gardens, car washing, etc. The provisions for alternate day use shall be specified by the Corporation in the written notice.

b. STAGE I A (Limited Water Usage) The Corporation may limit water usage to a gallonage determined by the water plant's mechanical capability to provide continuous service in direct proportion to the loss of production/refill capability at a plant where no back up facilities are available to remedy the shortage, prorated over all Members served by the water plant. Water restrictors may be installed for Members that exceed the limited gallonage determined by the system's mechanical capability. A flow restrictor shall be installed at the Member's expense (not to exceed actual costs or \$50.00). Tampering with the flow restrictor will result in water service termination for seven (7) days. The normal Reconnection Fee of the Corporation shall apply for restoration of service. The maximum number of gallons per meter per month shall be contained in the notice to each Member.

c. STAGE II (Moderate Rationing Conditions) All outdoor water usage is prohibited; however, usage for livestock is exempt.

d. STAGE III (Severe Rationing Conditions) All outdoor water usage is prohibited; livestock may be exempted by the Corporation. All consumption shall be limited to each Member in one of the following ways;

(1) A fixed percentage of each Member's average use in the prior month, the percentage to be uniformly applied on a system wide basis, each Member being notified of this percentage amount, OR,

(2) A maximum number of gallons per meter (Member) per week, with notice to each Member of this number.

Total percentages under item 1 or maximum number of gallons under item 2 above shall be calculated not to exceed 80 % of the system's current production/re fill capability for the area being rationed.

#### 4. Violation of Emergency Rationing Rules.

a. First Violation The Corporation may install a flow restrictor in the line to limit the amount of water which will pass through the meter in a twenty four (24) hour period. The cost to be charged to the Member's account shall be the actual installed cost to the Corporation, not to exceed \$50.00.

b. Subsequent Violations The Corporation may terminate service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal service trip fee of the Corporation shall apply for restoration of service.

5. Exemptions or Variances From Rationing Rules. The Board of Directors may grant any Member an exemption or variance from the uniform rationing program, for good cause. The Corporation shall treat all Members equally concerning exemptions and variances, and shall not employ discrimination in such grants.

6. Rates. All existing rate schedules shall remain in effect during the rationing period, and no charges may be levied against a Member which are not contained in the approved Tariff of the Corporation.

The purpose of this Emergency Rationing Program is to conserve the total amount of water demanded from the Corporation until supply can be restored to normal levels. This rationing program shall not exceed sixty (60) days without extension by the Board of Directors.

APPENDIX  
FORMS USED BY SILVER CREEK VILLAGE WSC

- 1) SERVICE APPLICATION AND AGREEMENT (SHEETS 1 THRU 4)
- 2) MEMBERSHIP TRANSFERR AUTHORIZATION (TWO PAGES)
- 3) ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS
- 4) REQUEST FOR SERVICE DISCONTINUANCE
- 5) NOTICE TO OWNER
- 6) NOTICE OF RETURNED CHECK
- 7) TERMINATION NOTICE
- 8) METER TEST AUTHORIZATION AND TEST REPORT
- 9) DEFERRED PAYMENT AGREEMENT

CORPORATION USE ONLY

Date Approved\_\_\_\_\_

Cost\_\_\_\_\_

Work Order No. \_\_\_\_\_

Eng. Update \_\_\_\_\_

Acct. No. \_\_\_\_\_

SILVER CREEK VILLAGE WATER SUPPLY CORPORATION  
SERVICE APPLICATION AND AGREEMENT

Please Print:            DATE \_\_\_\_\_

APPLICANT'S NAME \_\_\_\_\_

SPOUSE'S NAME \_\_\_\_\_

CURRENT BILLING ADDRESS:            FUTURE BILLING ADDRESS :

\_\_\_\_\_

PHONE NUMBER    Home (\_\_\_\_\_) \_\_\_\_\_    Work (\_\_\_\_\_) \_\_\_\_\_

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

DRIVER'S LICENSE # OF APPLICANT \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

\_\_\_\_\_

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACREAGE \_\_\_\_\_ HOUSEHOLD SIZE \_\_\_\_\_

NUMBER IN FAMILY \_\_\_\_\_ LIVESTOCK & NO. \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT (IF ANY): \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.

A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

SHEET 1 OF 4

SERVICE APPLICATION AND AGREEMENT (CONT'D)

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
between Silver Creek Village Water Supply Corporation, a  
corporation organized under the laws of the State of Texas  
(hereinafter called the Corporation) and \_\_\_\_\_,  
(hereinafter called the Applicant and/or Member)

Witnesseth:

The Corporation shall sell and deliver water service to the Applicant and Applicant shall purchase, receive, and/or reserve water service from the Corporation in accordance with the Bylaws and Tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new Applicant or continued Membership as a Transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's Tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this Agreement.

The Board of Directors shall have the authority to cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service.

If this agreement is completed for the purpose of assigning water service as part of a rural domestic water system loan project contemplated with the Farmers Home Administration, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. the number of taps to be considered in the design and
- b. the number of potential ratepayers considered in determining the financial feasibility of constructing either
  - (1) a new water system or
  - (2) expanding the facilities of an existing water system, the Applicant thereby agrees to obtain, utilize, and/or reserve service as soon as it is available.

### SERVICE APPLICATION AND AGREEMENT (CONT'D)

Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's published rates, fees, and conditions of service. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees

previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter is for the sole use of the Member or customer and is to provide service to only one (1) dwelling and/or only one (1) business. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and/or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property.

The Corporation's authorized employees shall have access to the Member's property or premises and service lines and plumbing facilities at all reasonable times for the purpose of inspection to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems, as promulgated by the Texas Natural Resource Conservation Commission or successor agency, applicable plumbing codes, and utility construction standards. The Corporation strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

In the event the total water supply is insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By

SHEET 3 OF 4

SERVICE APPLICATION AND AGREEMENT (CONT'D)

execution by the Applicant of this Agreement, Applicant hereby shall comply with the terms of said Program.



The Member shall install at his own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, clean outs, and other equipment as may be specified by the Corporation. The use of pipes and pipe fittings that contain more than 8.0% lead or solders 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.

By execution hereof, the Member shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/Users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member shall grant to the Corporation, now or in the future, any easements of right of way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other such equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as required by the Corporation.

By execution of this Service Application and Agreement, Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of water utility service under the terms and conditions of the Corporation's Tariff.

By execution of this Service Application and Agreement, Applicant agrees that non compliance with the terms of this Agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this form shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Tariff.

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Applicant/Member

---

Witnesseth

---

Approved and Accepted

SILVER CREEK VILLAGE WSC  
MEMBERSHIP TRANSFER AUTHORIZATION

Transferor hereby surrenders membership in the Silver Creek Village WSC by execution of the attached Transfer Authorization. Water service rights granted by membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of Silver Creek Village WSC.

By execution hereof, the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of membership in accordance with the laws of the State of Texas.

- (1) The membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
- (2) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
- (3) The Membership is transferred without compensation or by sale to the Corporation; or
- (4) The membership is transferred as a part of the conveyance of real estate from which the Membership arose.

Transferee understands that qualification for Membership is not binding on the Corporation and does not qualify Member for continued water service unless the following items and conditions are met:

- (1) This Membership Transfer Authorization Form is completed by the Transferor and Transferee;
- (2) The Transferee has completed the required application packet;
- (3) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose;
- (4) All indebtedness due the Corporation has been paid; and
- (5) Any other terms and conditions of the Corporation's Tariff rate properly met.

_____	_____
Signature of Transferor (Seller)	Signature of Transferee (Buyer)
_____	_____
Transferor's Name	Transferee's Name
_____	_____
Forwarding Address	Current Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Phone	Phone

MEMBERSHIP TRANSFER AUTHORIZATION (CONT)

Account Number \_\_\_\_\_ Final Reading \_\_\_\_\_ Reading Date \_\_\_\_\_

Location of meter \_\_\_\_\_

NOTE: A fee of \$25.00 is charged to the Transferee for service transfers.

ACKNOWLEDGMENT

The State of Texas

County of \_\_\_\_\_

IN WITNESS WHEREOF the said Transferor and Transferee have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_

\_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for purposes and consideration therein expressed.

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

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, Texas  
Commission expires \_\_\_\_\_

SILVER CREEK VILLAGE WSC  
ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS

NAME: \_\_\_\_\_ METER #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ACCT #: \_\_\_\_\_

\_\_\_\_\_

I hereby authorize Silver Creek Village Water Supply Corporation to send all billings on my account to the person(s) and address below until further written notice:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand that under this agreement that I will be given notice by the Corporation of all delinquencies on this account prior to disconnection of service.

I also understand that I am responsible to see that this account balance is kept current, as is any other member of the Corporation. Should this account remain delinquent, water service will be subject to termination under the policies of the Corporation, and shall not be reinstated until all debt on the account has been retired.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SILVER CREEK VILLAGE WATER SUPPLY CORPORATION  
REQUEST FOR SERVICE DISCONTINUANCE

I, \_\_\_\_\_, hereby request that my water meter  
(# \_\_\_\_\_) for account number \_\_\_\_\_  
located on \_\_\_\_\_,

be disconnected from Silver Creek Village WSC. 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 a then current copy of the Silver Creek Village WSC Tariff. Future ability to provide service will be dependent upon system capacity, which I understand may be limited and may require capital improvements to deliver adequate service. I also understand that these improvements will be at my cost. I further represent to the Corporation that my spouse (if married) joins me in this request and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: Charges for service will terminate when this signed statement is received at the Silver Creek Village WSC office.

SILVER CREEK VILLAGE WSC  
NOTICE TO OWNER

You are hereby given notice that your renter/lessee (name and meter # \_\_\_\_\_) is past due on your account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and the utility service will be scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern restoration of disconnected service. A fee of \$2.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to the owner. If you have any questions concerning the status of this account, please do not hesitate to call.

SILVER CREEK VILLAGE WSC MANAGEMENT

Amount Due Including Service Charges \_\_\_\_\_

Final Due Date \_\_\_\_\_

SILVER CREEK VILLAGE WSC  
NOTICE OF RETURNED CHECK

TO:

DATE:

CHECK NUMBER:

AMOUNT OF CHECK:

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

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You have ten days from the date of this notice in which to redeem the returned check and pay an additional \$15.00 Returned Check Fee. Redemption of the returned check and payment of additional fees may be made by cash, money order, or certified check. If you have not redeemed the returned check and paid the additional service fees within ten (10) days, your utility service will be disconnected.

SILVER CREEK VILLAGE WSC MANAGEMENT



SILVER CREEK VILLAGE WSC  
TERMINATION NOTICE

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED TERMINATION:

You are hereby advised that the delinquent status of your account is jeopardizing your Membership with the Corporation. If payment is not received by our office within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for a new membership and pay all costs applicable to purchasing a new membership under the term of Silver Creek Village WSC's Tariff. If you need additional time to make the payment, you may wish to consider application for a Deferred Payment Agreement. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances.

SILVER CREEK VILLAGE WSC MANAGEMENT

SILVER CREEK VILLAGE WSC  
METER TEST AUTHORIZATION AND TEST REPORT

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_ PHONE # (DAY): \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_ METER SERIAL NUMBER: \_\_\_\_\_

REASONS FOR REQUEST: \_\_\_\_\_

Member requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. The test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench. Member agreed to pay \$50.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service. In the event that the Member is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the member after the date of the test.

X \_\_\_\_\_  
Signed by Member

TEST RESULTS

Low Flow (1/4 GPM) \_\_\_\_\_% AWWA Standard 97.0 103.0%

Intermediate (2 GPM) \_\_\_\_\_% AWWA Standard 98.5 101.5%

High Flow (10 GPM) \_\_\_\_\_% AWWA Standard 98.5 101.5%

\_\_\_\_\_ Meter tests accurately; no adjustments due

\_\_\_\_\_ Meter tests high; adjustment due on water charges by \_\_\_\_\_%

\_\_\_\_\_ Meter tests low; no adjustment due

Test conducted by \_\_\_\_\_

Approved \_\_\_\_\_

SILVER CREEK VILLAGE 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 :

Total Amount Due: \_\_\_\_\_

Monthly Payments of \_\_\_\_\_ for \_\_\_\_\_ months  
beginning \_\_\_\_\_.

The monthly amount due above is in addition to current monthly water utility service rates, fees and charges as set forth in the Corporation's Tariff.

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.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized SILVER CREEK VILLAGE WSC Representative