

## **BARTON CREEK WEST WATER SUPPLY CORPORATION WATER AND SEWER APPLICATION PROCEDURES**

Complete the Service Application and Service Agreement Form

Remit nonrefundable application fee of \$10.00

Remit deposit for water and/or wastewater service:

- a. Water \$75.00
- b. Wastewater \$75.00

Total Due (Application fee and Deposit):

- |   |                                 |
|---|---------------------------------|
| 1) Barton Creek West Residents Due at Application | \$160.00 (Water and Wastewater) |
| 2) Dominion Hill Residents Due at Application     | \$85.00 (Water only)            |
| 3) Palomino Ridge Residents Due at Application    | \$85.00 (Water only)            |

Refer to Section G: Rate and Fees of the Barton Creek West Water Supply Corporation Rate Schedule and Service Regulations for information on all fees including installation fees for new water and/or wastewater connection.

Barton Creek West Water Supply Corporation Rate Schedule and Service Regulations are included in this packet and are also located under the Customer Service tab of our website.

Submit Completed Application and Executed Service Agreement with all fees due:

Mail: Barton Creek West WSC  
PO Box 1220  
Dripping Springs, Tx 78620

Email: [tumco1@tumco.net](mailto:tumco1@tumco.net)

Fees are payable by check and/or money order.

**Barton Creek West Water Supply Corporation**

**PO Box 1220**

**Dripping Springs, Tx 78620**

**512-280-6622**

**Email: [tumco1@tumco.net](mailto:tumco1@tumco.net)**

**SERVICE APPLICATION**

Date		Date Service to Start	
Service Address			
Customer Name (Last, First)			
Customer Driver's License#			
Phone Number		Email:	
Billing Address if Different			
Select:	Owner	Tenant	Total Fees Submitted:

**SERVICE AGREEMENT**

- I. **PURPOSE.** The Barton Creek West Water Supply Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Barton Creek West Water Supply will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following unacceptable plumbing practices are prohibited by State regulations:
  - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
  - b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
  - c. No connection which allows water to be returned to the public drinking water is permitted.
  - d. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
  - e. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between Barton Creek West Water Supply Corporation (the Corporation) and the Customer \_\_\_\_\_.
  - a. Prior to habitation of any building and prior to use of any addition to private plumbing facilities, the Customer shall have his property inspected for possible cross-connections and other

undesirable plumbing practices. It shall be the Customer's responsibility to provide the Corporation a properly completed customer service inspection certification as required by Regulation 30 TAC Section 290.46 (j) of the Texas Commission on Environmental Quality.

- b. The Customer shall allow the Corporation to inspect the Customer's property for possible cross-connections and other undesirable plumbing practices. These inspections may be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter.
- c. The Corporation shall notify the Customer in writing of any cross-connections or other undesirable plumbing practices which has been identified during any inspection.
- d. The Customer shall immediately correct any unacceptable plumbing practice on his premises.
- e. The Customer shall at his expense properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the Corporation shall at its option, either terminate service or properly install, test and maintain appropriate repairs or equipment to correct customer violations of the terms of the Service Agreement. Any expenses to the corporation associated with said repairs or installation and the enforcement of this agreement shall be billed to and paid for by the Customer.

I acknowledge by submitting this agreement that upon accepting service I will be subject to the Barton Creek West Water Supply Corporation Rate Schedule and Service Regulations.

\_\_\_\_\_  
CUSTOMER'S SIGNATURE

\_\_\_\_\_  
DATE

OFFICE USE ONLY

Deposit Information		Amount Due:		Amount Paid:	
Field Operations	Date Service Initiated			Employee Initials	
Meter Number			Beginning Meter Reading		

**BARTON CREEK WEST WATER SUPPLY CORPORATION  
RATE SCHEDULE AND SERVICE REGULATIONS  
CCN# 12712**

Updated April 16, 2024  
APPROVED BY THE BOARD OF DIRECTORS April 16, 2024

**SECTION A.  
PREAMBLE**

This Rate Schedule and Service Regulations (“Regulations”) provide the terms for water and wastewater service provided by Barton Creek West Water Supply Corporation.

**SECTION B.  
DEFINITIONS**

The following terms used in these Regulations shall have the meaning as set forth in this Section.

**Applicant** – A Person applying for water and/or wastewater service with BCWWSC.

**Articles of Incorporation** – The legal document that creates BCWWSC.

**Base Charge** – The monthly charge assessed each Member or Tenant for the opportunity of receiving water and/or wastewater service.

**BCWWSC** – Barton Creek West Water Supply Corporation, a member-owned, non-profit corporation incorporated pursuant to Chapter 67 of the Water Code for the purpose of furnishing potable water service and wastewater service, and regulated by the TCEQ.

**Board of Directors (“Board”)** – The governing body elected by the Members of BCWWSC pursuant to its Articles of Incorporation and Bylaws.

**Bylaws** – The rules pertaining to the governing of BCWWSC as adopted by BCWWSC’s Board.

**Certificate of Convenience and Necessity (“CCN”)** – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for BCWWSC to provide water and wastewater service pursuant to CCN Number 12712.

**Certificated Service Area** – The territory defined in the CCN (see Appendix A, Certificated Service Area Map) specifying where BCWWSC is authorized to provide water and/or wastewater service.

**Developer** – Person who desires to establish new or multi-property water and/or wastewater service that potentially requires the construction of new lines and/or facilities.

**Disconnection of Service** – The discontinuance of water and/or wastewater service to a Member and/or Tenant.

**Easement** – A private perpetual dedicated area of land for the installation and maintenance of water or wastewater pipelines and related facilities, which allow access to the Property for future operation, maintenance, replacement, upgrades, installation of additional pipelines or facilities, and other related activities. An easement may also include restrictions on the use of the adjacent land to protect human health, safety, and welfare.

**Final Plat** – A plan for the subdivision of a tract of land that has been approved by the local governments with jurisdiction pursuant to Chapter 212 or 232 of the Local Government Code.

**Hazardous Condition** – A condition determined by BCWWSC, or a governmental authority with jurisdiction, which jeopardizes the health, safety, and welfare of a Member or Members of BCWWSC.

**Inspector** – Such person confirm as periodically designated by the Board.

**Invoice** – The monthly billing statement for water and/or wastewater service, including the Base Charge and all service charges.

**Member** – A Person that has qualified for and accepted to receive water and/or wastewater service in accordance with BCWWSC’s Regulations.

**Person** – Any natural person, corporation, limited liability company, partnership, unincorporated association, public agency or any other organization or entity of any type or character.

**Proof of Ownership** – A warranty deed or other recordable documentation of fee simple title to Property to be served by BCWWSC.

**Property** – The real estate that is designated by an Applicant or Member to receive water and/or wastewater service.

**Reconnection** – Providing water and/or wastewater service to an Applicant at a location for which water and/or wastewater service previously existed.

**Regulations** – The operating policies, service rules, service extension policy, service rates, rationing policies, application, service agreement, Drought Contingency Plan, and miscellaneous transaction forms adopted by the Board.

**Service Application** – A written application provided by BCWWSC that is signed by the Applicant and requests water and/or wastewater service from BCWWSC.

**Service Agreement** – A written agreement signed by the Applicant defining the specific type of water and/or wastewater service and the responsibilities required of the Applicant before BCWWSC accepts the agreement and provides water and/or wastewater service.

**Service line** – A water or wastewater line running from a residential or commercial building to or from the water service stub, water main, or wastewater collection line owned by BCWWSC.

**Tenant** – A Person who rents, leases, or otherwise occupies the Property.

**Texas Commission on Environmental Quality (“TCEQ”)** – The State regulatory agency having appellate jurisdiction over the rates and fees charged by nonprofit water and wastewater service corporations.

**Transferee** – An Applicant requesting the transfer of a Member’s service rights to the Applicant.

**Transferor** – A Member requesting the transfer of the Member’s service rights to the Transferee.

**SECTION C.  
STATEMENTS**

**Policy and Rule Application.** These Regulations specify the terms of service. Failure on the part of the Applicant, Tenant or Member to observe these Regulations may cause denial or discontinuance of water and/or wastewater service.

**Fire Protection Responsibility.** BCWWSC was created to provide water and wastewater service to residential and commercial Members, not to provide fire protection. Fire hydrants installed within the BCWWSC distribution system do not imply any ability or responsibility on the part of BCWWSC to meet fire flow requirements of local, county, state, or federal governmental agencies or the fire flow needs of Members. BCWWSC does not guarantee the availability of water for fire protection purposes. BCWWSC reserves the right to remove any hydrant.

**Damage Liability.** BY ACCEPTING WATER AND/OR WASTEWATER SERVICE, THE MEMBER AGREES TO SAVE, DEFEND, AND HOLD HARMLESS BCWWSC FROM ANY AND ALL CLAIMS, LIABILITY AND/OR DAMAGES TO PERSONS OR PROPERTY OF THE MEMBER OR THIRD PARTIES ARISING OUT OF OR RELATED TO THE PROVISION BY BCWWSC OF WATER OR WASTEWATER SERVICE OR DAMAGES CAUSED BY SERVICE INTERRUPTIONS, EVENTS BEYOND BCWWSC'S CONTROL, TAMPERING BY OTHER MEMBERS OR USERS, OR FAILURES OF THE SYSTEM. THIS INDEMNIFICATION REMAINS IN EFFECT FOR FOUR YEARS AFTER THE MEMBER TERMINATES OR TRANSFERS WATER AND/OR WASTEWATER SERVICE FOR ALL CLAIMS, LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO THE WATER OR WASTEWATER SERVICE PROVIDED DURING THE MEMBER'S TENURE.

**Information Disclosure.** The records of BCWWSC shall be kept in BCWWSC's representative's office located at 951 Sycamore Creek, Dripping Springs, Texas 78620.

**Submetering Responsibility.** A Tenant receiving water or wastewater services under a master metered account is not considered a Member of BCWWSC. Any interruption or impairment of water or wastewater service to a Tenant is the responsibility of the master metered account Member and not of BCWWSC. Any complaints regarding submetering should be directed to the Member or the TCEQ.

**Variations.** The Board reserves the right to grant variations to these Regulations.

**Service Interruptions.** BCWWSC will not be liable for interruption of water and wastewater service.

**SECTION D.  
SERVICE RULES AND REGULATIONS**

**Connection Without Approval Prohibited.** It is unlawful for any Person to connect to BCWWSC's treated water or wastewater system without following the procedures set forth in these Regulations and obtaining the necessary approval from BCWWSC for water and/or wastewater service.

**Application Procedures and Requirements.**

**Application Requirements.** An Applicant must meet the following requirements before water and/or wastewater service may be established:

Complete BCWWSC's Service Application and Service Agreement Forms (see Appendix B);

Remit to BCWWSC the nonrefundable application fee as specified in Section G;

Remit to BCWWSC the deposit for water and/or wastewater service as specified in Section G;

If necessary, convey, free of charge to BCWWSC, all easements necessary to provide water and/or wastewater service to the Property;

If existing services lines and/or facilities are not currently in place, pay for the installation of necessary service lines and/or facilities to serve the Applicant;

If requested, provide acceptable proof of ownership to Property; and

Meet the requirements of these Regulations.

**Qualification for Water and/or Wastewater Service.** An Applicant shall be considered qualified and entitled to water and/or wastewater service when application has been properly made, the terms and conditions of these Regulations met, and all fees and costs paid.

**Activation of Water and/or Wastewater Service.**

**New Tap.** Once an Applicant completes the application procedures and meets the qualifications, BCWWSC shall charge a nonrefundable water and/or wastewater tap fee for new service as required under Section G of these Regulations. All fees shall be paid in advance of connection to BCWWSC's system.

**Reconnection.** On Property where water and/or wastewater service has been terminated, BCWWSC shall charge a Reconnection Fee as required under Section G of these Regulations.

**Membership.**

**Transfers of Membership.**

A Member is entitled to transfer membership in BCWWSC, except in situations in which a Member leases, rents, or allows a third party, non-owner, to otherwise occupy the Property, where the Member retains membership and the obligation to comply with the Regulations of BCWWSC.

Any applicable fee and/or deposits shall be assessed, in accordance with Section G, to the Transferee (new Member) upon transfer of membership.

Transfer of water and/or wastewater service is subject to approval of BCWWSC and shall be binding on BCWWSC only upon the following terms and conditions:

The Transferor has completed the Transfer Request form (see Appendix C);

The Transferee has completed the required Service Application and Service Agreement;

All indebtedness due BCWWSC with respect to the terminating Member has been paid;

All fees and/or deposits assessed to the Transferee (new Member) have been paid; and

The Transferee demonstrates satisfactory evidence of ownership of the Property.

**Cancellation of Membership.** A Member is responsible for paying the Base Charge regardless of whether water and/or wastewater service are used. Failure to pay an Invoice in full, when due, as outlined below, shall jeopardize the Member's standing and give rise to cancellation of the membership regardless of whether water and/or wastewater service are used. A Member seeking to be relieved of the obligation to pay the monthly Base Charge may do so by terminating service. A Member terminates service by completing a Termination Request form (see Appendix D). However, a Member is not relieved of any obligations incurred prior to the date that BCWWSC approves of the termination of service.

**Cancellation Due to Delinquency.** If an Invoice has not been paid in full, including late fees and service charges, by the due date listed on the Invoice, BCWWSC will provide the Member with notice that the Member is delinquent on Invoice payment and that service will be

terminated if the delinquency is not remedied within ten days of the notice being mailed or hand-delivered to the Member at the Member's address on file with BCWWSC.

**Cancellation Due to Non-Compliance with Regulations.** The BCWWSC may cancel a membership any time a Member fails to comply with the Regulations of BCWWSC, including, but not limited to, a Member's failure to provide proof of ownership of the Property.

**Owners and Tenants.** Any Member who rents or leases the Property to a third party, or otherwise allows a third party to occupy the Property, remains responsible for all charges due BCWWSC for water and/or wastewater service and compliance with all regulations. At the Member's written request and as an accommodation of to the Member, the BCWWSC will bill the Tenant for water and/or wastewater service, and will send any notice of termination directly to the Tenant, but the Member shall remain responsible for any and all unpaid Invoices.

**Denial of Service.** BCWWSC may deny water and/or wastewater service to an Applicant or Transferee for the following reasons:

- Failure of the Applicant or Transferee to complete all required forms and pay all required fees and charges;
- Failure of the Applicant or Transferee to comply with these Regulations;
- Existence of a hazardous condition at the Applicant's or Transferee's Property, which would jeopardize the health, safety, and welfare of a Member or Members of BCWWSC;
- Failure of the Applicant or Transferee to provide representatives or employees of BCWWSC with reasonable access to the Property for which water and/or wastewater service has been requested;
- Failure of Applicant or Transferee to comply with all local, State, and federal rules and regulations applicable to the Property;
- If requested by BCWWSC, failure of Applicant or Transferee to provide proof of ownership of the Property for which water and/or wastewater service has been requested; or
- Applicant's and Transferee's water and/or wastewater service facilities are known to be inadequate or of such character that water and/or wastewater service cannot be safely or satisfactorily provided.

**Disconnection of Service.** The following describes the rules and conditions for disconnection of water and/or wastewater service:

**Disconnection with Notice.** BCWWSC may (after notification) disconnect water and/or wastewater service to a Member for the following reasons:

- Failure to pay a delinquent Invoice for water and/or wastewater service;
- Violation of BCWWSC's rules pertaining to (i) the use of water and/or wastewater service in a manner which interferes with the water and/or wastewater service of others or (ii) the operation of non-standard equipment;
- Failure of the Member to comply with the terms of these Regulations including BCWWSC's Water Conservation & Drought Contingency Plan (See Appendix E);
- Failure of a Member to comply with applicable local, State, or federal regulations, including a Member's failure to upgrade facilities to standards required by local, State, or federal regulations;
- Failure to provide access to the meter under the terms of these Regulations or to the Property when there is reason to believe that a hazardous condition or violation of the Regulations exists; or
- Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by BCWWSC.

**Disconnection Without Notice.** The BCWWSC may (without notice) disconnect water and/or wastewater service to a Member for the following reasons:

- Either a hazardous condition exists or BCWWSC has reason to believe that a hazardous condition exists and the Member refuses to allow access for the purpose of confirming or rectifying the hazardous condition;
- Water and/or wastewater service is connected without BCWWSC's approval by a Person who has not made proper or complete application for water and/or wastewater service or who has reconnected water and/or wastewater service following termination of water and/or wastewater service; or
- The BCWWSC's meter or equipment has been tampered with, bypassed, or other diversion of water and/or wastewater service has occurred or is suspected.

**Due Date and Delinquent Invoices.** All Invoices are delinquent if not paid on the due date indicated on the Invoice. A penalty shall be applied as described in Section G for delinquent Invoices. All payments shall be posted against previous balances and penalties prior to posting against current billings.

**Changes in the Terms of Service.** BCWWSC reserves the right to change its billing cycle payment terms, and service Regulations.

**Back-billing.** The BCWWSC reserves the right to back-bill a Member for up to one year (12 months) for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Member's Invoice. Back-bill Invoices are due upon receipt unless other payment terms and conditions are arranged with BCWWSC.

**Overcharges to a Member.** If in computing a Member's Invoice, BCWWSC overcharges a Member (other than charges due to meter error discussed in this Section D), the BCWWSC will adjust the Member's Invoice through monthly service credit. In no event will more than one year's (12 month's) worth of meter error credit be given.

**Disputed Invoices.** In the event of a dispute between the Member and BCWWSC regarding any Invoice, the BCWWSC shall conduct an investigation and report the results to the Member. All disputes must be submitted by the Member to BCWWSC, in writing, prior to the due date posted on said Invoice, except in cases involving the transfer of a membership conditioned on payment of delinquent obligations by the Transferee. Pending the completion of the investigation, the Member shall pay the undisputed portion of the Invoice, which is equal to the amount of the Member's average monthly usage at current rates.

**Inoperative Meters.** If a meter is found to not register for any period of time, and the meter has not been by-passed or tampered with, BCWWSC shall charge the Member for units used, but not metered, for a period not to exceed three months. The charge will be based on amounts used under similar conditions.

**Invoice Adjustment Due to Meter Error.** BCWWSC shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association and the Member's meter has been tested within the past two years, a test fee as prescribed in Section G of these Regulations shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate by more than 5%, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment made for a term of up to six months, in the sole discretion of the Board.

**Ownership of Lines, Meters; Meter Tampering and Diversion.** All water and wastewater connection lines and materials, including grinder pumps and their alarm systems, except water meters, shall be furnished by the Person installing the lines. All meters connected to BCWWSC's water distribution system shall be owned and maintained by BCWWSC. Any damages to the meter or continued operation of a grinder pump

discharging raw sewerage not into a BCWWSC wastewater line will result in fines in accordance with Section G. For purposes of these Regulations, meter-tampering, by-passing, or diversion shall include, but not limited to:

- Removing a locking or shut-off device installed by BCWWSC;
- Physically disorienting the meter;
- Attaching objects to the meter to divert service or to by-pass;
- Inserting objects into the meter; or
- Other means of tampering with, bypassing, or diverting service

#### ***Relocation of Services.***

**Request by Member.** Relocation of water and/or wastewater services shall be allowed by BCWWSC at the Member's request provided that:

- No transfer of membership is involved;
- If necessary, an easement for the proposed location has been granted to BCWWSC;
- The Property on which the meter will be located is owned by the Member;
- The Member pays the actual cost of relocation plus administrative fees, and
- Water and/or wastewater service capacity is available at the proposed location.

**Request by BCWWSC.** In order to improve the operations of BCWWSC, BCWWSC may, in its sole discretion, relocate a meter at no cost to the Member.

***Prohibition of Multiple Connections to A Single Tap.*** No more than one service connection is allowed per meter. Any unauthorized sub-metering or diversion of service shall be considered a multiple connection and subject to disconnection of service and/or cancellation of membership.

#### ***Member's Responsibility.***

**Access.** BCWWSC shall have access to the Member's premises at all reasonable times for the purpose of installing, inspecting, reading meters, or use of other components used in connection with BCWWSC providing treated water and/or wastewater service, or for the purpose of removing BCWWSC property and disconnecting service. The Member must grant to BCWWSC a permanent, recorded easement or right-of-way for the purpose of accessing, installing, and maintaining water meters. BCWWSC employees and representatives shall have access to the meters without hindrance from fences with locked gates, vehicles or objects placed on top of meters, unrestrained animals, or other similar conditions. If access is hindered on an ongoing basis, BCWWSC may, but is not required to, make alternative arrangements for obtaining meter readings, including estimating consumption.

**Compliance with Regulations.** The Member shall be responsible for compliance with all BCWWSC, local, State, and federal codes, requirements, and regulations concerning on-site water and/or wastewater service and plumbing facilities. Members will immediately correct any plumbing practices that are not in compliance with BCWWSC, local, State, or federal regulations. No plumbing fixture may be installed that is not in compliance with the International Plumbing Code and these Regulations, and which has not been inspected by a licensed plumbing inspector.

**Prohibitions.** Gutters, drains, downspouts or other sources of rain and stormwater shall not be connected to the plumbing and/or water or wastewater lines, including grinder pump, of the building or premises served. Water wells shall not be interconnected with BCWWSC's water or wastewater system or the plumbing of the building, premises, or Property served. BCWWSC is authorized to inspect the building, premises, or Property to ensure that there is no cross connection of either water and wastewater systems.

**Maintenance of Equipment.** The Member will, at its own expense, maintain, test, and repair all equipment including grinder pump and lines leading from the points of connection on BCWWSC's water and wastewater systems to the building, premises, or Property served, including any backflow prevention device required by these Regulations. In the event a clog or break in the Member's wastewater line needs verification, the Member will pay BCWWSC the costs associated with performing and obtaining a video of the line. The Member will provide copies of all testing maintenance records to BCWWSC as requested by BCWWSC.

**Utilities.** The Applicant proposing to make a connection to the water and/or wastewater system shall be responsible for determining the location of all utilities and services on the Applicant's Property and shall be responsible for the immediate repair of any damage to any utilities, services and facilities that may have resulted from the Applicant's work. The utilities, facilities and services to which this provision applies include, but are not limited to: street lights; electric lines, boxes and transformers; natural gas facilities; television cable facilities; water lines; wastewater lines; telephone facilities; curbs and concrete flat work; and irrigation systems.

**Drought Response Stage:** No Member shall knowingly or intentionally allow the use of water from a BCWWSC water utility system for residential, commercial, industrial, agricultural, ornamental, or any other purpose in a usage in excess of that permitted by the drought response stage in effect at the time.

**Water Conservation & Drought Contingency Plan.** BCWWSC may adopt and modify as needed a Water Conservation & Drought Contingency Plan, which is part of the Service Rules & Regulations.

### **SECTION E.**

#### **EXTENSION OF WATER AND/OR WASTEWATER SERVICE TO DEVELOPERS OR DEVELOPER'S PROPERTY**

***Application for Extension of Water and/or Wastewater Service.*** An application for an extension to serve a Developer or Developer's Property shall meet the following requirements prior to the initiation of water and/or wastewater service by BCWWSC:

**Written Request.** The Developer shall provide to the BCWWSC a written request for water and/or wastewater service. The request shall specify the location of the Property, size of the planned development, and number of tracts to be served.

**Final Plat.** A Final Plat, approved by all of the local governmental bodies with jurisdiction over the Developer's Property, and that shows the Developer's requested service area, must accompany the written request.

**Development Information.** The Developer shall submit with its written request a set of detailed maps, drawings, specifications, and demand requirements for the extension project, which have been prepared by a registered professional engineer. The maps, drawings, specifications and demand requirements shall comply with all policies as well as ordinances, rules or regulations of local governmental bodies with jurisdiction over the Developer's Property. Such maps, drawings, specifications, and demand requirements are subject to approval by BCWWSC. BCWWSC reserves the right to upgrade the design of water and/or wastewater service facilities to meet future demands of BCWWSC, provided however, that BCWWSC pays the expense of such upgrading above the Developer's requirements and needs.

**Contract.** All Developers pursuant to this Section may be required to enter into a written service contract in addition to making a written request for service. Said contract shall define the terms of water and/or wastewater service prior to construction of required water and/or wastewater service facilities. Guidelines for the water and/or wastewater service contract may include, but are not limited to:

All costs associated with required administration, design, construction, and inspection of facilities for water and/or wastewater service to the Developer's service area and terms by which these costs are to be paid;

Procedures by which the Developer shall accept or deny a contractor's bid;

Terms by which the Developer shall indemnify BCWWSC from all third-party claims or lawsuits in connection with the project contemplated; and

Terms by which the Developer shall grant title or easements for right-of-way, equipment, and facilities.

**Easements.** BCWWSC shall require the dedication of a public utility easement or a private right-of-way easement for extensions pursuant to this Section as per the following conditions:

If BCWWSC determines that right-of-way easements or facility sites outside the Developer's Property are required, BCWWSC shall require the Developer to secure easements or title on behalf of BCWWSC on a form acceptable to BCWWSC. All right-of-way easements or property titles shall be researched, validated, and recorded in the real property records by BCWWSC at the expense of the Developer; and

BCWWSC shall require an exclusive dedicated right-of-way on the Developer's Property (as required by the size of the planned facilities and as determined by BCWWSC) for the construction of BCWWSC's service lines.

**Service Line Construction and Facility Installations.** Service line construction and facility installations for extensions pursuant to this Section shall be installed by a contractor retained by the Developer, subject to approval by BCWWSC. BCWWSC shall have the right to inspect and approve of all pipeline construction and facility installations.

**Payment of Costs.** Unless BCWWSC otherwise agrees by contract, the Developer shall be required to pay, in addition to the new connection fees provided in Section G of these Regulations, all costs associated with construction and installation of the lines and facilities. These costs shall include, but are not limited to, Developer's and BCWWSC's expenditures for materials, equipment, labor, legal fees, inspection fees, and design or engineering fees.

## SECTION F. PLUMBING STANDARDS

**Water Service Connections.** The following requirements govern the installation of water service connections and supplement the requirements of the Uniform Plumbing Code:

Water pipe and fittings shall be of brass, copper and PVC water pipe manufactured to recognized standards and may be used for cold-water distribution systems outside of a building.

Piping and tubing that have previously been used for any purpose other than for potable water systems shall not be used.

Valves up to and including two inches in size shall be of brass or other approved material. Sizes over two inches may have cast iron or brass bodies. Each gate valve shall be a full-way type with working parts of non-corrosive material.

A full way gate valve controlling all outlets shall be installed on the discharge side of each water meter.

Water service lines or any underground water pipes shall not be run or laid in the same trench with non-metallic sewer or drainage piping, except as provided in this Section F. Water service lines and wastewater service lines shall not be less than three feet apart horizontally and shall be separated by undisturbed or compacted earth.

The water service line may be placed in the same trench with the wastewater service line provided that all three of the following conditions are met:

The bottom of the water service line, at all points, shall be at least 12 inches above the top of the wastewater service line;

The water service line shall be placed on a solid shelf excavated at one side of the common trench and the two lines shall be separated by a minimum of 18 inches; and

The water service line shall be installed with watertight joints tested to a minimum of 150 pounds per square inch.

A minimum of four feet of type "L" soft copper pipe shall be installed at the end of the water service line at the connection to the water meter.

Water service lines shall be bedded in washed sand to provide six inches of cushion below the line. The water service line shall be bedded properly in the sand before the inspection is requested, and the sand for the cover shall be on site at the time of inspection.

The trench bottom and walls shall be cleared of all protruding rocks, which could damage the pipe, before the sand bedding is placed. Washed sand shall be filled to the same elevation as the top of the adjacent curb and shall be compacted to a Proctor density of 90 percent. No rocks or other material over six inches in diameter shall be used for backfill over the sand.

Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be located in an area in which such equipment may be submerged in any contaminated or polluted liquid or substance. Each outdoor hose bib shall be equipped with an approved vacuum breaker.

Lawn sprinkling systems shall be equipped with an approved vacuum breaker installed in the discharge side of each of the last valves. The vacuum breaker shall be installed at least six inches above the surrounding ground and above a sufficient number of heads so that at no time will the vacuum breaker be subjected to back pressure or drainage. Sprinkler systems shall be equipped with a double backflow preventer.

No private water supply shall be interconnected with the public water supply.

Swimming pool makeup water shall be protected by means of an approved backflow preventer or an adequate air gap.

No water supply system or portion thereof shall be covered or concealed until it has first been tested, inspected and approved by the BCWWSC inspector.



**Wastewater Service Connections.** The following requirements govern the installation of wastewater service connections and supplement the requirements of the Uniform Plumbing Code:

Pipe and fittings in each individual service line shall be of identical material. Only the following types of pipe and fitting materials are approved for constructing service lines:

Poly-vinyl Chloride PSM (“PVC”) pipe conforming to ASTM Specification D3034 and installed in accordance with ASTM D2321.

Ductile-Iron Pipe conforming to ANSI A21.51 with rubber gasket joints; conforming to ANSI A21.11, and installed in accordance with the manufacturer’s recommendations.

A PVC Schedule 40 or SDR 35 four inches x six inches increaser shall be used at the property line for all wastewater connections to increase the size of the service line to tie into the wastewater service stub.

The service line shall be installed with watertight joints and tested to a minimum of 150 PSI without leaking.

Minimum sizes of service lines shall be as follows:

Residential Building - four inches in diameter

Commercial Building - six inches in diameter

Maximum and minimum grades shall be in compliance with the Uniform Plumbing Code. Service lines shall be constructed to true alignment and grade. Warped and/or sagging lines will not be permitted. Service lines shall be bedded in washed sand to provide six inches of cushion below the line. The service line shall be bedded properly in the sand before the inspection is requested, and the sand for the cover shall be on site at the time of inspection. The trench bottom and walls shall be cleared of all protruding rocks, which could damage the line, before the sand bedding is placed. Washed sand shall be filled to the same elevation as the top of the adjacent curb and shall be compacted to a Proctor density of 90 percent. No rocks or other material over six inches in diameter shall be used for backfill over the sand.

The building tie-on connection will be made directly to the stub-out from the building plumbing at the foundation on all waste outlets. Watertight adapters of a type compatible with the materials being joined will be used at the point of connection of the service line to the building plumbing. No cement grout materials will be permitted.

Existing service connections, stubs, wyes, or stacks must be utilized for connection or the service line to the wastewater collection line, unless an exception is permitted by the Board.

No residential swimming pool will be connected to the wastewater collection system for any reason.

No rain gutter shall be connected to the wastewater collection system.

No bends or turns at any point in the service line may be greater than 45 degrees.

Each horizontal service line will be provided with a clean out at its upper terminal, and each run of piping, which is more than 90 feet in length, will be provided with a clean out for each 90 feet or fraction thereof, in the length of such piping.

Each cleanout will be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of wye branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.

Cleanouts will be made with airtight mechanical plugs.

No wastewater service line or connection, or portion thereof, shall be covered or concealed until it has first been tested, inspected and approved by the BCWWSC inspector.

No building sewer may be constructed or altered unless it is inspected by BCWWSC to ensure that surface water is prevented from entering the wastewater collection system.

The wastewater line shall be maintained so as to prevent infiltration of water to or exfiltration of wastewater from the wastewater line. Abandoned wastewater taps must be plugged in such a manner so as to prevent ground or subsurface drainage from entering the sewer main. All such taps must be plugged at a depth below the ground surface of not less than one foot to prevent damage to the house lateral and wastewater main.

## SECTION G. RATES AND FEES

Unless specified in these Regulations, all fees, rates, and charges as stated are payable in U.S. Dollars and shall be non-refundable.

**Installation Fee.** BCWWSC shall charge an installation fee for all new water and/or wastewater service connections as follows:

Water Tap Fee	\$ 200.00	
Wastewater Tap Fee	\$ 200.00	
Deposit <sup>1</sup> :		
Water	\$ 75.00	
Wastewater	\$ 75.00	
Inspection Fee	\$ 300.00	
Meter Installation Fee	\$ 40.00	
Application Fee	\$ 10.00	
PUA Connection Fee (Water)	Per PUA Schedule	(Palomino Ridge residents only)
Capital Improvement Fee (Water)	\$ 1,650.00	(Palomino Ridge residents only)
Failed Inspection Fees	\$ 50.00 each	

<sup>1</sup> If the Member maintains service for thirteen months without having been delinquent in payment or disconnected, the Member may file a written request for a refund of the deposit. No interest will be allowed or paid on the deposit.

**Violation of Drought Response Stage Fees:** BCWWSC shall charge for a violation of drought response stage violation as follow: Any Member who violates the BCWWSC regulations relative to the drought response stage in effect at the time shall be subject to the following surcharges and conditions of service:

- i. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed.
- ii. Following the second documented violation in a three-month period, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$200;
- iii. Following the third documented violation in a three-month period, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$700;
- iv. Following the fourth documented violation, the BCWWSC Board of Directors or its designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$500, and any other costs incurred by a BCWWSC water utility system in discontinuing service, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$500 must be given to the BCWWSC Board of Directors or its designee, that the same action shall not be repeated while the plan is in effect. The BCWWSC Board of Directors or its designee may apply the deposit to any surcharges or penalties subsequently assessed under this plan against a customer. Any remaining amount of such deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.

**Monthly Water Service and Volumetric Fees:** As of January 1, 2013, the following charges apply to all water service accounts:

**Base Fee:** The standard residential connection is \$20.80. This is a minimum flat rate per connection for all or any part of the month.

**Volumetric Fee:** Charges based on usage are as follows:

0 to 10,000 gallons	\$ 3.54/1000 gallons
10,001 to 25,000 gallons	\$ 3.79/1000 gallons
25,001 to 40,000 gallons	\$ 4.04/1000 gallons
40,001 to 100,000 gallons	\$ 4.44/1000 gallons
More than 100,001 gallons	\$ 5.44/1000 gallons

**Monthly Wastewater Service Fees:** As of September 1, 2023 the following charges apply to all wastewater service accounts:

**Base Fee:** A base charge of \$173.00 will be assessed. This is a minimum flat rate per connection for all or any part of the month.

**Volumetric Fee:** The following charges will be assessed based on the average water use for December, January and February.

For new accounts with no winter average, the volumetric fee for the first year will be based on average water use of 13,400 gallons:

All gallons	\$ 1.70/1000 gallons
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#### **Miscellaneous Charges**

**Regulatory Assessment Fee.** A Regulatory Assessment Fee will be assessed to each Member equal to the TCEQ regulatory charge to the BCWWSC for providing retail service.

**Late Processing Fee.** The BCWWSC shall charge a late payment fee equal to ten percent of the past due charges for full payments not received by the Invoice due date.

**Returned Instrument Fee.** In the event a check, draft, or any other similar instrument is used by a Person for payment of water and/or wastewater services, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the service account for which the instrument was issued shall be assessed a returned instrument fee of \$50.00.

**Meter Test Fee.** If a meter test is requested by a Member, the Member shall pay \$150.00.

**Equipment Damage Fee.** If BCWWSC's facilities or equipment have been damaged by the Member, the Member shall be liable for the actual costs for all labor, material, and equipment necessary for repair, replacement, or other corrective actions by BCWWSC. This fee shall be charged and paid before water and/or wastewater service is reestablished.

**Reconnect Fees.** The reconnect fee shall be \$40.00 plus any past due balances owed for water and/or wastewater service at the time of disconnection and, if applicable, any equipment damages fees.

**Transfer Fees.** An Applicant for water and/or wastewater service who is a Transferee shall pay a Transfer Fee of \$25.00 **Reconnect Fees.** The reconnect fee shall be \$40.00 plus any past due balances owed for water and/or wastewater service at the time of disconnection and, if applicable, any equipment damages fees.

**Meter Relocation Fee.** The fee for moving a meter from one location to another shall be the actual costs incurred by BCWWSC plus administrative charges, or a minimum of \$150.00.

**Other Fees.** All services outside the normal scope of utility operations, which BCWWSC may be compelled to provide at the request of a Member, shall be charged to the recipient based on the cost of providing such service. Violations of Regulations Fees are specified herein and within adopted Water Conservation & Drought Contingency Plan. All fines of fees levied by TCEQ and passed on to BCWSWC resulting from a Member's failed grinder pump including costs for cleanup and remediation.

#### **APPENDIX A**

The area covered by this certificate is located approximately 9.5 miles southwest of Austin, Texas, on Farm to Market Road 2244. The service area is generally bounded on the east, south, and west by Barton Creek and on the north by Farm to Market Road 2244 in Travis County, Texas. A service area map may be viewed in the offices of BCWWSC's representatives located at 951 Sycamore Creek, Dripping Springs, Texas 78620, Telephone (512) 280-6622.

#### **APPENDIX B**

A copy of the Service application, an Acknowledgement of Grinder Pump wastewater service hookup and Service Agreement may be obtained by contacting BCWWSC's representatives located at 951 Sycamore Creek, Dripping Springs, Texas 78620, Telephone (512) 280-6622.

#### **APPENDIX C**

A copy of the Transfer Request form may be obtained by contacting BCWWSC's representatives located at 951 Sycamore Creek, Dripping Springs, Texas 78620, Telephone (512) 280-6622.

#### **APPENDIX D**

A copy of the Termination Request form may be obtained by contacting BCWWSC's representatives located at 951 Sycamore Creek, Dripping Springs, Texas 78620, Telephone (512) 280-6622.

#### **APPENDIX E**

A copy of the adopted Water Conservation & Drought Contingency Plan may be viewed at the office of BCWWSC's representatives located at 951 Sycamore Creek, Dripping Springs, Texas 78620, Telephone (512) 280-6622.