

SECTION F:

SERVICE EXTENSION REQUEST AND DEVELOPER, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS

Part I. General Requirements. This section details the requirements for all types of non-standard service requests.

1. Corporation's Limitations. All applicants shall recognize and honor the fact that the corporation must comply with local, state, and federal rules and regulations as published by these agencies from time-to-time, and by covenants of any indebtedness.

2. Purpose. For the purposes of this Tariff, S.S. Water Supply Corporation shall henceforth be known as "the Corporation" or "SSWSC." Applications made to the Corporation for water service shall be known as "the Applicant." The purpose of this Section is to govern agreements and service procedures for subdivisions, apartments, nursing homes, motels, strip centers for multiple businesses, or developments where service to more than one tract is necessary, and/or for additional pipe extensions, service facilities, etc., required to accommodate individual, multiple, commercial, or industrial Applicants. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. The intent is that the Applicant, including Developers making application to the Corporation, will bear 100% of all Legal, Engineering, Construction, and other expenses incurred in connection with the Agreement, acquiring service to the property, ensuring water availability to the property, and the transaction contemplated, whether or not such transaction shall be completed as expected, with no cost to S.S. Water Supply Corporation or its Members.

3. Application of Rules. This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 3/4" diameter, service lines exceeding 20 feet, motels, or strip malls for multiple businesses. Non-residential or residential service applications requiring a larger sized meter typically will be considered Non-Standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors of the Corporation or their designee shall interpret on an individual basis whether the Applicant's service request shall be subject to all or part of the conditions of this Section. Applicants who fall into this category will pay 100 percent of all legal, engineering, construction, and all other expenses incurred by the Corporation while acting on this service request. This Section sets forth the general terms and conditions pursuant to which the Corporation will process Non-Standard Service Requests. The specific terms and conditions pursuant to which the Corporation will provide non-standard service in response to any request will depend upon the nature of such request, and may be set forth in a legally enforceable, contractual agreement to be entered into by the Corporation and the service Applicant. The agreement may not contain any terms or conditions that conflict with this Section.

4. Non-standard Service Application. The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service Agreement by the Corporation.

***NOTE: Service Extension Documentation Requirements and Sequence of Events for Water Service Extension, as set forth in this Tariff, Section F, shall apply in addition to the following:*

- a) The Applicant shall provide the Corporation an original, signed, written request for water service containing all information pertinent to the design and construction of the proposed development.
- b) At the time the Applicant tenders the Application, the Sub-Divider or Developer will pay a Non-Standard Service Extension Processing Fee that is dependent on the number of lots being subdivided and reflected in the table below. This fee is to cover administrative, legal, engineering, geo-location*, and filing fees. The balance of actual expenses shall be refundable to the Applicant, and any additional expenses incurred because of efforts by the Corporation to study service requirements of the Applicant shall be billed to and paid by the Applicant. The Corporation may request that an additional amount be added to this fee to continue processing the application if the original amount has been expended or exceeded by administrative cost(s):

Fee	Number of Lots to Be Subdivided
\$4,500.00	Under 50 Lots
\$8,000.00	51 – 200 Lots
\$10,000.00	201 – 500 Lots
\$12,500.00	501 Lots or more

* The Corporation utilizes an Advanced Metering Infrastructure system that requires geo-location of water infrastructure that is accurate to +/- 12 inches. Upon the installation of new water infrastructure that is part of a new development, project or subdivision, the developer shall have the option of acquiring the coordinates information specified by the Corporation and delivering said information in an acceptable format; or pay the Corporation to perform the geo-location on the developer's behalf. This fee shall be assessed per the table below:

Fee	Surveyed Lots
\$600	<i>Under 50 Lots</i>
\$1,500	<i>51-100 Lots</i>
\$3,300	<i>101-200 Lots</i>
\$7,000	<i>201-325 Lots</i>
TBD	<i>326+ Lots</i>

- c) If the applicant meets all prerequisites for Non-standard Service and is in receipt of an engineering construction cost estimate paid for by the applicant and issued by the Corporation's Engineer of Record, the S.S. Water Supply Corporation's General Manager or duly authorized representative will prepare a letter for the Wilson County Development Review Committee stating the Corporation can serve the requested tract(s) if the applicant meets all requirements for Non-standard Water Service as specified in this Section.
- d) Prior to the Applicant submitting the preliminary Plat to the proper Wilson County approval authority(ies), the Applicant shall provide the Corporation with the preliminary Plat as it is to be submitted to the relevant County approving agency. The Corporation's General Manager will approve, stamp, and sign the plat prior to submitting it for final approval once a Water Availability study has been accomplished by the Corporation's Engineer, presented to the Applicant, and the applicant has agreed to the terms and requirements of the study.
- e) After the Plat is approved and signed by the appropriate County Officials, it is then filed with the County Clerk. The Applicant will provide the Corporation with two (2) copies of the filed plat and pay the Corporation's Subdivision Capital Recovery Fees.
- f) Subdivision Capital Recovery Fees are to be paid to the Corporation by the Developer. These fees are calculated by multiplying the prevailing Capital Improvement Fee (CIF) at the time of application, times the number of lots being developed by the Applicant as shown in the approved and properly filed Plat. As of this writing, the CIF is **\$4,670** and may be changed from time-to-time by the Board of Directors to ensure compliance with applicable regulations.
- g) In addition to the Capital Recovery Fee described above, the Developer will also pay any Aid of Construction Costs as agreed to by the Developer and the Corporation that was determined by the Corporation's Engineer of Record in the Water Availability Study. This cost could include any allocable cost of providing water to the property, any immediate improvements needed to supply water availability, or approach cost of pipeline extensions to the property or subdivision.
 - i. **Developer-constructed On-site Facilities.** If the Developer desires to build a subdivision in Phases using a contractor other than one provided by the Corporation via a bid process, before any Phase receives water service the Developer shall contract for, construct, and install all the necessary on-site distribution lines, valves, fire hydrants, and other appurtenances as required by the Corporation's engineer of record using a contractor that was vetted and approved by the engineer of record or their designee prior to the awarding of the contract.
 - ii. **All Off-site Facilities.** Prior to any Phase receiving water service, The Corporation shall contract for, construct, and install all off-site distribution lines, valves, fire hydrants, and other appurtenances as required by the Corporation's engineer of record. Developer shall be responsible for all costs associated with the construction of the off-site facilities, as well as all related costs (including engineering design/reviews, surveys, state or local permits, storm water pollution prevention plans, easement and land acquisition costs, related agent fees [if required], and any contingency fees) required by the Corporation's engineer of record.

- iii. Construction Deposits for Large Developments: The Corporation may, at its choosing, divide the payment of any construction costs to be borne by the Developer to manage up-front construction costs. For the purposes of this subsection, “large” developments are 100 connections or more.
- iv. Any such payment plan shall be clearly defined as to (1) amounts due, (2) what those funds shall be used for, and (3) who initiates payment in the contract to be entered into by the parties prior to construction project bid. The Developer may elect to use any funds left after payment is made to the Corporation for items specified in Section (g)(iv). If the amounts due exceed funds available, the Corporation shall invoice the Developer for any additional amounts due for construction or related costs. Developer shall have fifteen (15) calendar days to pay any such invoices upon issue by the Corporation.
- v. Use of Fees. Developer agrees the Non-standard Service Development Fee specified in this Section is to be used as payment to the Corporation for (1) the costs of design, materials, labor, contracting, construction, installation, and inspection arising in connection the project; (2) all payments arising under any contracts entered into by the Corporation arising in connection with the construction of the project; (3) all costs incurred by the Corporation in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required in connection with the project; (4) all out-of-pocket expenses incurred in connection with the project; and (5) any administrative, consulting, engineering, or legal fees or expenses, or any other fees or expenses, associated with the design, materials, labor, construction, installation, and inspection arising in connection with the project.
- vi. Developer Facilitation. Developer agrees to grant to the Corporation, at no cost to the Corporation, (1) All exclusive and/or non-exclusive easements that may be necessary on tract(s) owned by the Developer for the provision of desired water service, (2) any specific tract(s) of land needed by the Corporation to construct the facilities required to furnish the potable water service in the manner required by federal, state, and local rules and regulations and at the level sought by the Developer, and (3) the Water Rights as per Section (7)(e). The Parties agree to work cooperatively in securing any easements that may be required to complete the project.
- vii. True-up of Costs. After construction of the project is complete and within thirty (30) days after the Corporation’s acceptance of the distribution system improvements, the Corporation shall compute the actual cost of the project and related costs, and refund to Developer any excess payment or invoice Developer for any amount more than the construction payments previously tendered. Developer agrees to pay any such invoice within thirty (30) days of receipt. The Corporation shall have no obligation to initiate water service until all outstanding invoices are paid in full.

- h) Applicants for single taps involving the extension or up-sizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements. Applicants for subdivisions will submit maps or plans detailing the location of the requested extension and details of subdivision and pipeline layout, including all pertinent information from their engineer to the Corporation.
- i) Reserve Service Fees may be established in the event that the Corporation will incur any cost associated with reserving water sourced within or outside of the Corporation’s normal procurement system until service is needed by the applicant.
- j) Construction inspection fees will be established to periodically inspect lines and/or facilities during the construction phase to ensure construction is meeting industry and corporate standards.
- k) If, after the service investigation has been completed, the Corporation determines that the Applicant’s service request is for property outside the Corporation’s service area or Certificate of Convenience and Necessity (CCN), service may be extended provided that:
 - i. The service location is contiguous to the Corporation’s CCN;
 - ii. The service area is not in an area receiving similar service from another water utility;
 - iii. The service area is not within the CCN of another similar utility; and if yes, the Corporation is able to enter into a Memorandum of Understanding/Agreement with the other utility(ies);
 - iv. The Corporation and Applicant are not using the same engineer; and
 - v. The Developer pays one hundred percent (100%) of all legal, engineering, and filing fees associated with the CCN extension.

5. Design. The Corporation shall study the design requirements of the Applicant’s required facilities prior to initiation of a Service Agreement by adopting the following schedule:

- a. The Applicant’s Engineer shall submit to the Corporation a set of detailed plans and specifications for the project.

- b. The Corporation's Engineer shall review the service and all water line structure for the applicant's requested service, as submitted by the Applicant's Engineer.
- c. The Corporation's Engineer shall review the Applicant's proposed facilities to ensure that they meet the demand for service as platted and/or requested in the plans or plat as submitted. The Corporation reserves the right to upgrade the design of the service facilities and/or line sizes to meet future demands provided; however, that the Corporation pays the expense of such upgrading above the Applicant's facility requirements
- d. The Corporation Engineer will also determine if any *pro rata* share of Aid in Construction Cost requirements exists to meet the requirements of the Corporation's Master Plan. Developers will be required to pay an allocable cost to provide facilities to meet the requirements of the new subdivision or master planning for infrastructure improvements that are justified through the Corporation's Professional Engineer and are above the cost of the current Capital Recovery Fee.
- e. The Corporation's Engineer will ensure that all line extensions meet the Corporation's minimum six (6) inch water main line diameter requirement, that all American Water Works Association (AWWA) design requirements are met, that minimum discharge pressures and flows for the provision of fire service are satisfied, that Corporation requirements for minimum retail/wholesale flow pressures and state/federal minimums for water storage and fire service flows are met, and that the distribution system is looped to maximize water flows and to reduce flushing requirements.

6. Non-standard Service Agreement (Contract). All applicants subject to this Section shall enter into a written agreement, which defines the terms of service prior to construction of required service facilities. Guidelines for the Service Agreement may include, but are not limited to:

- a. Definition of cost associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area, and terms by which these costs are to be paid;
- b. Definition of any immediate improvements to the water system that the applicant or developer is required to fund;
- c. Definition of any *pro rata* or allocable cost associated with Aid of Construction Costin providing water to the development;
- d. The total cost of the offsite facilities and/or appurtenances as a developer or applicant cost;
- e. Definition of monthly Service Availability Charges as applicable to the Service Request;
- f. Definition of terms by which reserved service shall be provided to the Applicant, and duration of reserved service with respect to the impact the Applicant's service request will have upon the Corporation's system capability to meet other service requests;
- g. Definition of terms by which the Corporation shall administer the Applicant's project with respect to:
 - i. Design of the Applicant's service facilities;
 - ii. Specific materials to be used in construction of facilities, specified by name of manufacturer or comparable part number, nomenclature, or item specifications;
 - iii. Execution of the Service Agreement;
 - iv. Approval of qualified bidder selected for construction;
 - v. Inspecting construction of facilities; lines and
 - vi. Testing facilities, lines and closing the project.
- h. Definition of terms by which the Applicant shall compensate the Corporation from all third-party claims or lawsuits in connection with the project contemplated;
- i. Definition of terms by which the Applicant shall grant title, easement rights-of-way and facility sites, water rights (if applicable), and terms by which the Applicant shall provide for the securing of required rights-of-way and sites, and by which the Corporation shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with the Construction of the Applicant's project;
- j. Definition of terms by which the Applicant shall grant title or easement right- of-ways and facility sites, and/or terms by which the Applicant shall provide for the securing of required rights-of-way and sites;
- k. Definition of terms by which the Corporation's Board of Directors shall review and approve the Service Agreement pursuant to current rules, regulations, and By-Laws.

7. Property and Rights-of-Way Acquisition. Regarding construction of facilities, the Corporation shall require private right-of-way easements on private property as per the following conditions:

- a. If the Corporation determines that right-of-way easements or facility sites outside the Applicants property are required, the Corporation shall require the Applicant to secure easements or title to facility sites on behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the applicant.
- b. All facilities installed in public rights-of-way on behalf of the Applicant, due to inability to secure private right-of-way easements, shall be subject to an amount equal to the original cost of the facility installation, plus the estimated cost of future relocation to private rights-of-way provided, however, that funds are not received at a later date from other sources for such relocation.
- c. The Corporation shall require free and clear Title to all property required for on-site facilities, and an exclusive dedicated right-of-way on the Applicant's property, as required by the size of the planned facilities and as determined by the Corporation. The term "free and clear Title" as it pertains to this subsection means that the Applicant shall ensure the Corporation is not inhibited from exercising access to easements or dedicated rights-of-way on the Applicant's property that may arise from the existence of any third-party liens placed on the property for which service is being sought.
- d. Easements in subdivisions with On-site Sewer Systems (OSSF) shall be fifteen (15) feet wide parallel to and along the sides and rear of each lot, and twenty (20) feet parallel to and across the front of each lot and at the expense of the Applicant. Easements in subdivisions with sanitary sewer systems shall be five (5) feet parallel to and running along the sides and rear of each lot, and ten (10) feet parallel to and across the road frontage of each lot at the expense of the applicant.
- e. Conveyance of Groundwater Rights. The owner of real property consisting of a minimum of five (5) contiguous acres that will be developed and improved pursuant to a Non-standard Service Agreement/Contract for water service, whose development is subject to payment of a Non-Standard Service Extension Processing Fee as part of the application with the Corporation for Non-Standard service, and will require fire protection pursuant to applicable regulations will, simultaneously with the execution of and delivery of this Contract, execute and deliver a groundwater rights Warranty Deed conveying to SS Water Supply Corporation (SSWSC) all groundwater and associated groundwater rights that may be produced, pooled, or accessed from the Property. Notwithstanding any other provision of law, the owner/purchaser of an individual property which is the subject of the plat and which is proposed to be developed as residential lots consistent with the currently applicable rules of the Evergreen Underground Water Conservation District (EUWCD) or as may be amended, may allow one (1) private water well to be installed for landscaping, horticultural, or agricultural use (including family livestock) exclusively on the lot; provided, however, that in no case shall the private well exceed 20 gpm for the owner's use exclusively on the owner's property or lot as purchased for residential purposes. The lot owner is the person to which the exception to the conveyance is bestowed for the limited purpose of landscaping, horticultural, or agricultural use (including family livestock) on the landowner's individual lot, and this exception to the conveyance is a benefit accruing to the singular lot owner only. Furthermore, this individual well may not be the subject of domestic, in-home water consumption as regulated by the Texas Commission on Environmental Quality (TCEQ - see Groundwater Rights Deed in Section J of the Corporation's Tariff; this completed Deed shall be attached to this Contract and made a permanent part thereof).
- f. In the event of disputes concerning the applicability of this or other corporate policies, all parties agree to first bring the issue(s) in dispute before the SSWSC Board of Directors for initial dispensation.

8. Bids for Construction. The Corporation's Engineer shall review all Plans and the proposed Bid package following generally accepted engineering practices prior to the Applicant's Engineer advertising for Construction bids for the proposed facilities. The Corporation reserves the right to reject any contractor which the Corporation believes to be unqualified. The Corporation's contract requirements will be in accordance with the following criteria:

- a. The completion and signing of the Service Agreement (Contract);
- b. The Applicant shall procure or cause its contractor(s) and subcontractor(s) to procure and maintain throughout the term of the Agreement (Contract) Workman's Compensation, Auto and General Liability coverage insurance policy, or policies in an amount of not less than one million dollars (\$1,000,000.000) in respect to property damage or destroyed in any one occurrence. Said Workman's Compensation, Auto and General Liability coverage insurance policy, or policies and Certificates of Insurance shall contain a cancellation clause which will allow cancellation by the builder, its contractor(s) or subcontractor(s) only after thirty (30) days prior written notice to the Corporation;

- c. Applicant will agree to indemnify, defend, and hold the Corporation harmless from and against any and all liabilities, penalties, damages, losses, claims, costs, and expenses (including reasonable attorney's fees and expenses for the defense of any claim which, if proved, would give rise to an obligation of hereunder, whether or not such claim may be ultimately proved) arising out of or resulting directly or indirectly from (a) any misrepresentation or breach of any representation or warranty by Applicant; (b) failure of Applicant to fully pay or satisfy or cause to be paid or satisfied any liabilities not expressly assumed by the Corporation pursuant to the terms hereof, and (c) non-performance of any obligations or covenants on the part of Applicant under the Agreement (Contract) and to hold the Corporation harmless from any claims arising out of Applicant's request to limit installation of the Subdivision's internal distribution transmission line.
- d. If requested by the Corporation, the Contractor shall qualify as competent by providing the Corporation with a list of the (5) most recent projects completed, and the name, address and phone number for whom.

9. Construction and Service. After the Applicant has executed the Service Agreement, the Notice to Proceed may be issued to all contractors/interested parties.

10. Construction. The Corporation and/or its consulting Engineer shall, at the expense of the Applicant:

- a. Inspect the construction process to ensure Corporation standards are achieved, and
- b. To ensure construction plans and specifications are strictly adhered to. However, the Corporation reserves the right to change-order any specifications due to unforeseen circumstances during the construction phase to better facilitate operation of the Applicant's facility. All change- order amounts shall be charged to the Applicant.

11. Fees and Service Agreement (Contract). If the proposed subdivision plat and layout plans are approved by the Corporation's General Manager and Consulting Engineer, the Applicant shall do the following:

- a. The Service Agreement (Contract) Draft between the Applicant and the Corporation will be prepared by the Corporation's Attorney and returned to the Corporation's General Manager; and then to the Corporation's Board of Directors and Applicant for review. After completion of the Contract Draft review by all parties, the General Manager will prepare the final contact incorporating any changes agreed upon by all parties.
- b. The Corporation's General Manager will procure from the Applicant the following documentation, if applicable:
 - i. Applicant will warrant that his is a Corporation duly organized, validly existing, and in good standing under the laws of the State of Texas. Contemporaneous to the execution of the agreement, the Applicant shall deliver to the Corporation all certificates evidencing Applicant's existence and good standing in the State of Texas.
 - ii. Applicant is, and always prior to the date of Application has been, in full compliance with all statutes, ordinances, codes, restrictions, regulations, and other governmental requirements applicable to its business or operation, including but not limited to 15 USC Chapter 42, Interstate Land Sales, and the Interstate Land Sales Full Disclosure Act, 15 United States Code § 1701 et. Seq.
 - iii. Certified documentation stating that the Applicant has full right, power and authority to execute, deliver, and perform the contractual Agreement. The execution, delivery, and performance of the Agreement by Applicant has been duly authorized by all requisite corporate action on its part, including action by the Directors as authorized by Applicants.
 - iv. Concurrently with the execution of the Agreement, the Applicant shall deliver to the Corporation, Resolutions of the Board of Directors of Applicant's Corporation evidencing the authorization of the execution, delivery and performance of the Agreement by Applicant (through its authorized agent), and the consummation of the transaction(s) contemplated thereby. Said resolutions shall be certified by the Secretary of the Applicant's Corporation.
- c. Final Contract, applicable documentation, Certified Plat, and Subdivision plans or facility layout will be forwarded to Corporation's Board of Directors and Attorney for final review and approval.
- d. Prior to the signing of the Agreement (Contract), the Applicant (Developer) must

do the following if applicable:

- i. Meters requested by the Applicant will be in compliance with Section E of this Tariff for the individual membership request.
- ii. Applicants agree to one family residence per lot. There will be no subdividing of existing lots, unless Applicant and Corporation agree to construct, at the Applicant's expense, adequate lines and connections to accommodate future lot subdividing.
- iii. In respect to the Notice of Proceed issued by the Applicant to his contractor(s), the Applicant will, or cause to have at the Applicant's expense, a line or lines constructed, including but not limited to individual service line taps, service lines, angle stops and meter boxes, in addition to any necessary connections suitable for the transportation of potable water as advised by the Corporation's Engineer; the cost and expense of which will include any administrative, legal, and engineering fees for the Corporation.
- iv. Upon completion of the water lines and connections, and payment of all expenses and fees, the Applicant will by proper Bill of Sale, transfer and assign all its rights, title interest and easements to the Corporation, free and clear of any indebtedness.

- e. Mobile Homes and/or Apartments: Membership and Capital Improvement Fees per Section G of this Tariff will be paid on each individual lot and/or individual living unit, and a Monthly Service Availability Charge will be billed as follows:
 - i. If standard size (5/8") meters are installed for each individual lot and/or individual living unit, a Monthly Service Availability Charge and Gallonage Usage Fee for each standard size meter will be charged, or
 - ii. If a non-standard size Master meter is installed, a Monthly Service Availability Charge and Gallonage Usage Fee for a standard size meter will be billed for each individual living unit in place on the day the meter is read.
- f. RV Parks. The owner/requester will submit a RV Park Bulk Meter Application consisting of a proposed site plan, property plat, warranty deed, and a \$1,500 RV Bulk Meter Application fee at the time of application. The application fee will be used to pay the cost of the system's engineer to determine water availability and meter size to meet the applicant's requirements. Application will consist of a drawing of the proposed park, including any onsite amenities and sewage disposal systems. All bulk meters installed for the purpose of RV Parks will require proper installation of a backflow device that is tested when installed and annually by a currently licensed Backflow Prevention Assembly Tester (BPAT) in the State of Texas. After the service is installed and the owner wishes to increase the capacity, an additional application will need to be submitted.
 - i. A Membership will be paid on each bulk meter, and the Capital Improvement Fee or Impact Fee will be based on the meter equivalent chart below:

Meter Size/# Units	Meter Equivalent Connections	Capital Improvement Fee
¾ Bulk Meter/ 1-5 Units	2.5 (x \$4,670 CIF)	\$9,340
1-inch/ 6-25 Units	8	\$37,360
1 ½-inch/26-50 Units	20	\$93,400

2-inch/51-100 Units	32	\$149,440
---------------------	----	-----------

- ii. The Monthly Service Availability Charge and Gallonage Usage Fee for the size of the Master Meter installed will apply.
- g. Combined RV and Mobile Home Park: An individual Mobile and/or Manufactured Home living unit Monthly Service Availability Charge and Gallonage Usage Fee per Section G for a standard size meter will be billed for each unit in place on the day the meter was read. RV Park will be charged according to the size of the Master Meter installed (See f. (i) above)
 - i. Nursing Homes, Hospitals, Motels: Membership and Capital Improvement Fees will be paid. The Monthly Service Availability Charge and Gallonage Usage Charge will be billed for a non-standard size meter.
 - ii. Commercial Businesses and Strip Shopping Centers for Multiple Businesses: Membership and Capital Improvement Fees will be paid for each separate business, and a Monthly Service Availability Charge or Gallonage Usage Fee will be charged according to installed meter size.

12. Corporation Responsibility Statement. In the event a platted lot is later subdivided or has more than one family residence thereon, which is in violation of the Service Agreement and this Tariff, the Corporation has the right to refuse water service to the additional residence/lot under the option granted to said Corporation in HB 2387, passed by the 74th Texas Legislature, amending Chapter 13 of the Texas Water Code in respect to the aforementioned circumstance.

13. Additional Information. The Corporation reserves the right, at its sole discretion, to require additional information, including information pertaining to the financial capabilities of the subdivision Applicant, to require letters of credit, and to make any other requests that are reasonable in relation to the Corporation's Board of Directors' ability to make a final decision as to supplying potable water to any subdivision.

14. Service Within Subdivisions. The Corporation's objective, to provide service to any customer located within a subdivision governed by this Section, is strictly limited to non- standard service as specified by the Applicant. The purchaser of any lot, who do not receive service because this service has not been specified or paid for by the Applicant, shall have no recourse to the Corporation but may have recourse to the Applicant/Developer (HB 2387Amendment to Chapter 13 of the Texas Water Code, Effective September 1, 1995).

15. Private Fire System Protection Connections. This section addresses the Corporation's policies and requirements to submit a non-standard service extension request for connections utilized exclusively for closed-circuit automatic sprinkler head systems; open-head sprinkler system, standpipes, hose connection outlets, external private fire hydrants on the premises or other outlets used solely for the purpose of fire protection purposes.

- a. Requirements for Private Fire System Protection Connections:
 - i. Must meet the definition of an A-3 structure designated by the International Building Code dated 2003, and mandated by the Texas 79th Legislature in unincorporated areas of Texas on September 1, 2005. An A-3 structure is any Commercial/Public facility that has the occupancy capacity of 300 or more individuals, is over 12,000 square feet of construction, or has occupancy space on a floor that does not contain exits.
 - ii. Must own and maintain an existing membership in good standing with the Corporation.
 - iii. Other commercial property that requests a private fire protection connection will be evaluated on a case-by-case basis based on need and availability of water.
- b. Application Process Includes all the following items plus any additional information as determined by the Corporation's Management:
 - i. Capacity Requirements – Architectural or Engineering Certifications of flow requirements and the sustainability requirements of flow rates.
 - ii. Drawing of the facility and a statement of the stated use of the facility.
 - iii. Professional Fees. Any legal and engineering expenses incurred by the

Corporation to determine what improvements or line extensions that are required for the distribution system, or to determine the size of the connection. Typically, a \$1,000 fee will be paid at the time of application to pay for these costs, but the Corporation will notify the applicant if additional fees are needed if the engineering or legal work required is beyond what the Corporation would consider to be normal for this type of request.

- c. Fees to be paid to Corporation prior to construction phase of the connection:
 - i. Tap fees are determined in the estimate. Tap fees will vary based on the size of the connection needed to support the capacity and sustainability requirements.
 - ii. Line Extension Fees. Any upsizing of the main lines to support the capacity and sustainability requirements are the responsibility of the Applicant.
 - iii. System Improvement Fees. Any upgrades to the system to support the request of the private fire protection connection are to be paid by the Applicant.
 - iv. All devices required by the Corporation's Tariff to install the connection, including but not limited to shut off valves, meter(s), and any backflow prevention devices.
 - v. Labor Cost. Labor cost to install the connection could be either an in-house or contract cost.
- d. Standby fees will not normally be imposed on the user for this type of connection, but the Corporation reserves the right to impose these fees if the user does not abide by the terms of the agreement. These fees could amount to two – four monthly minimums being billed to the account to cover the cost to service these connections.
- e. User Fees. User fees will be imposed by the Corporation for any water discharge for maintenance of the fire protection system, leaks that occur in the system, or actual discharge for firefighting purposes. Usage fee will be charged at the basic rate specified in Section G of this Tariff. Each user will be responsible to provide the Corporation with a meter reading at the beginning of each quarter of the calendar year, with the first quarter being January – March. Failure to provide this reading could result in the Corporation imposing a standby fee for this connection.
- f. The applicant is required to sign a Non-Standard Service Agreement for a Private Fire Protection System that will state:
 - i. The Corporation does not guarantee fire-flow capacity;
 - ii. The applicant will have the proper backflow protection devices installed by a licensed installer and tested by a currently licensed Backflow Prevention Assembly Tester (BPAT) in the State of Texas prior to the connection to the water supply system, and that the devices will be tested by a licensed BPAT annually;
 - iii. Any water usage will be reported to the Corporation on a **quarterly** basis as detailed above; and
 - iv. Owner is required to notify the Corporation 72 hours in advance of any system test or maintenance action being performed.

SECTION F: WATER SERVICE EXTENSION SEQUENCE OF EVENTS FOR DEVELOPERS AND/OR SUB-DEVELOPERS

NOTE:

Applicants will bear all Legal, Engineering, Administrative and other expenses incurred by the Corporation in connection with the preparation for any Proposed Development, whether such transaction shall be completed as expected. The expenses shall be paid from the Non-Standard Service Extension Processing Fee. Any portion of the Fee remaining after completion of the Project will be refunded to the Applicant with an itemized accounting of expended funds. Additional expenses over and above the Non- Standard Service Extension Processing Fee incurred because of efforts by the Corporation for/toward the Applicant shall be billed to and paid by the Applicant.

SEQUENCE OF EVENTS

The following is the sequence of events for a water service extension request for a proposed subdivision or Development. See "SERVICE EXTENSION DOCUMENTATION REQUIREMENTS" for a list of required documents.

1. Applicant makes a formal request, in writing, to S.S. Water Supply Corporation (SSWSC) for water service.
2. Applicant pays the Non-Standard Extension Processing Fee. This fee is to cover all administrative, legal, and engineering costs arising from developing contracts, filing easements, determining water availability and any other cost(s) associated with determining water needs for the new subdivision. An itemized cost sheet will be kept, any additional fees will be billed to the applicant, and any portion not used will be returned to the applicant.
3. Applicant will provide the Corporation a complete description of the proposed subdivision with the request.
4. A copy of the preliminary Plat showing utility easements shall be submitted to the Corporation for review and approval.
5. Corporation will have a Water Availability Study performed by the Corporation's Engineer at the Applicant's expense.
6. Corporation will present the details of the Water Availability Study to the applicant.
7. The Corporation's General Manager will sign the Plat as the Corporation's representative. **NOTE: The Plat must have the Corporation's Approval Stamp prior to its submittal to the Wilson County Subdivision Review Committee for its approval before submission to Wilson County Commissioner's Court for final approval. Once the Plat has been approved in Wilson County Commissioner's Court and properly filed and recorded at the County Clerk's office, the Applicant will provide the Corporation with two (2) certified copies of the recorded plat and pay Subdivision Capital Recovery Fees, any associated pro-rata costs, aid-in- construction fees, or approach costs.
8. Applicant shall provide the Corporation with two (2) complete copies of the proposed water system plans showing water distribution layout, identifying line sizes, fire protection, services, lot numbers, street names, and any other pertinent information that must be indicated. The layout must be designed and engineered by a currently licensed Professional Engineer in the State of Texas using hydraulic modeling software in common use among engineering firms. The Corporation will provide fixed grade pressures for use by Engineer.
9. Applicant shall also provide all required documentation to the Corporation as per the Documentation Requirements listed in this Section/Appendices prior to Contractual Agreement drafting.
10. Layout Plans will then be forwarded to the Corporation's Engineer for a system impact study and review of the plans.
11. Plans are returned to the Corporation with Engineer's approval and/or recommended changes.

12. The Applicant is informed in writing as to what changes, if any, need to be made to the plans. The Contract Information Package is sent to the Corporation's Attorney for contract drafting.
13. The Contract Draft is forwarded to the Corporation's General Manager for review. If no changes are needed to the Contract Draft, it is then brought before the Corporation's Board of Directors at the next regularly scheduled Board meeting for approval. Any recommended changes will be made after mutual agreement among the Applicant, the Corporation's Board of Directors and Corporation Attorney. The Corporation's General Manager will then prepare the Contract Final Draft and all required Documentation.
14. The Final Plans and Contract are then presented to the Attorney and the Corporation's Board of Directors for review.
15. The Contract and the Final Plans are then presented to the Corporation's Board of Directors for approval, and the Board President's signature.
16. The Contract is then forwarded to the Applicant for signature.
17. Applicant will then be authorized to proceed with system construction. SSWSC Management and/or its Engineer will make periodic inspections during construction. **All work accomplished must be certified by the Design Engineer.**
18. After project completion, the system shall be pressure tested by the Contractor, allowing for verification by the Corporation. The Contractor will then send water samples to a state-approved laboratory for bacteriological testing at the Applicant's expense.
19. When the water analysis approval is received, the Bill of Sale and Blanket Easement are executed and turned over to the Corporation. The Development will then be formally approved and accepted for water service.

S.S. WATER SUPPLY CORPORATION
NON-STANDARD SERVICE APPLICATION SERVICE EXTENSION DOCUMENTATION REQUIREMENTS FOR
DEVELOPER(S) AND/OR SUB-DIVIDER(S)

SUPPLEMENT TO SSWSC WATER TARIFF, SECTION F.

The following documents shall be executed prior to any water system construction in the proposed development. This process could require from thirty (30) to ninety (90) days for completion and final approval.

PART A.

1. A signed, **WRITTEN REQUEST FOR WATER SERVICE**, to and for the proposed Development, containing the location, a complete description and proposed number of units.
2. **A COPY OF THE PLAT, PRIOR TO SUBMITTAL TO COMMISSIONER'S COURT AND RECORDING**, noting a fifteen (15) foot utility easement across the front, rear and down the sides of each lot in the Development, and a twenty (20) foot utility easement extending from the property lines to and paralleling the Developer's interior and exterior roads. Plat will be validated by Corporation to ensure these requirements are indicated on the Plat. Validation will be provided via signature and date signed by the Corporation's General Manager. Any changes to the Plat shall require revalidation by the Corporation.
3. **TWO (2) COPIES OF THE PLAT AFTER RECORDING.**
4. **TWO (2) COPIES OF THE PROPOSED SYSTEM DESIGN** as submitted by the Applicant's Engineer. Fire flow (fire hydrants, etc.) and hydraulic modeling software results/criteria for within the Development should be enumerated. Design should anticipate maximum build-out within the Development, and be specifically related by the Engineer to the distribution line size, the looping of the distribution system, meter size anticipated or allowed system flow requirements (including relationship to Deed restrictions), and estimated population based on socioeconomic level, census data, etc.
**NOTE: As a matter of business ethics and to prevent a possible conflict of interest, the Applicant and SSWSC shall use different Engineering firms.
5. **A SIGNED AND EXECUTED COPY OF THE APPLICANT'S CONTRACT WITH THE CONTRACTOR** chosen to install the water system, a copy of the construction and material specifications and **A SIGNED COPY OF THE FOLLOWING INSURANCE REQUIREMENTS:**
 - a. Workman's Compensation
 - b. Auto and General Liability, naming S.S. Water Supply Corporation and its Engineer as an Additional Insured and shall be maintained throughout the Agreement. The limits of the Workman's Compensation, Auto and General Liability Coverage Insurance Policy or Policies, shall be in an amount of not less than one million U.S. dollars (\$1,000,000) in respect to injuries to, or death of, any number of persons arising out of any one occurrence, and in the amount of one million U.S. dollars (\$1,000,000) in respect to property damaged or destroyed in any one occurrence. Said Workman's Compensation, Auto and General Liability Coverage Insurance Policy or Policies, and Certificate of Insurance, shall contain a Cancellation Clause which will allow cancellation by the Builder or its contractor(s) or subcontractor(s) only after thirty (30) days prior written notice to the Corporation.

PART B.

If the Applicant is a Corporation, or several Corporations, the following documents will be needed from **EACH** Corporation:

- a. A **CERTIFIED** copy of the Corporation's **CERTIFICATE OF GOOD STANDING** to evidence that the Corporation can do business in Texas, for each Corporation; from the Texas

State Comptroller of Public Accounts.

- b. A **CERTIFIED** copy of the **CORPORATE RESOLUTION** to contract with the Corporation for water service
- c. A **CERTIFIED** copy of the **CORPORATE AUTHORIZATION** allowing indicated individual(s) to execute documents on behalf of said Corporation(s).

PART C.

When the foregoing requirements have been met, construction of the Development's Water Distribution System may begin. Prior to SSWSC's acceptance of the system for service, the following documents shall be in the Corporation's possession:

- a. A **BILL OF SALE** to S.S. Water Supply Corporation assigning ownership of all water lines and appurtenances to the same.
- b. A completed and **ACCEPTABLE SYSTEM PRESSURE CHECK** and receipt of **CERTIFIED, ACCEPTABLE LABORATORY WATER TEST RESULTS**.

NON-STANDARD SERVICE APPLICATION FOR DEVELOPERS AND SUB-DEVELOPERS

SUPPLEMENT #2 TO SSWSC WATER TARIFF, SECTION F.

_____ requests that S.S. Water Supply Corporation (SSWSC) execute a Non-Standard Service Application to provide water service to the following (please include location, a complete description and proposed number of units):

- For development **engineering/design**, I intend to:

Use my own engineer/firm*

Use SSWSC's engineer

- For project construction **internals/onsite**, I intend to:

Use my own construction firm**

Use SSWSC's bid process

- For project construction **approach/offsite**, I intend to:

Use my own construction firm**

Use SSWSC's bid process

* If using your own engineer, we will need two (2) copies of the proposed system design as submitted by the Applicant's Engineer. Fire flow (fire hydrants, etc.) and hydraulic modeling software results/criteria for within the Development should be enumerated. Design should anticipate maximum build-out within the Development, and be specifically related by the Engineer to the distribution line size, the looping of the distribution system, meter size anticipated or allowed system flow requirements (including relationship to Deed restrictions), and estimated population based on socioeconomic level, census data, etc.

** If using your own construction company, the company must have acceptable experience completing large water distribution system projects and must be approved by SSWSC's Engineer of Record before commencing work. Additionally, all materials ordered for use on the project must be approved by SSWSC's Operations Foreman prior to installation to ensure compliance with SSWSC distribution system specifications.

*** NOTE: As a matter of business ethics and to prevent a possible conflict of interest, the Applicant and SSWSC shall use different Engineering firms.

_____ (Initial) I intend to enter a Contract with SSWSC to provide water service as described in Section F and Supplement(s) of SSWSC's Tariff.

_____ (Initial) I understand that I cannot sell lots in the development before Capital Improvement Fees for each connection have been paid to the Corporation per SSWSC's Tariff.

_____ (Initial) I understand that SSWSC cannot accept development construction funds above initial design consultation fees without prior approval from SSWSC's Board of Directors. Development approval is sought during the monthly SSWSC Board meetings held every second Monday at 7:00pm at the SSWSC office. Developments are submitted to the Board for approval only after the Contract has been reviewed by the Corporation's counsel.

Developer/Authorized Agent

Date

SSWSC General Manager

Date

Printed Name

Printed Name