

**December, 2019**

**WATER SUPPLY CORPORATION TARIFF  
FOR**

**Ruby Ranch Water Supply Corporation**, P.O. Box 1585, Buda, Texas 78610, phone number: (512) 312-2725.

This Tariff is effective for Ruby Ranch Water Supply Corporation's ("Ruby Ranch") operations under water certificate of convenience and necessity ("CCN") No. 12849 as authorized by the Texas Commission on Environmental Quality or its successor agencies (collectively, the "TCEQ").

This Tariff is effective in the following counties: Hays County.

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

This Tariff is effective in the following subdivisions or systems: Ruby Ranch Phases III, IV, V, VI, VII, and VIII; Public Water System No. 1050122.

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## **SECTION 1.0 -- RATE SCHEDULE**

### **Section 1.01 -- Definitions**

In this Tariff, the following terms shall have the following meanings:

The term “dwelling” or “dwelling unit” means a home or house.

The term “Standard Service” means water service provided by means of a connection with a meter size of one 5/8" or 3/4".

The term “Non-Standard Service” means water service that is not Standard Service.

“Backflow Prevention Device” means a device required to be installed on the customer side of the meter to prevent water flowing back into the water distribution system.

“Customer Service Inspection” means a State required inspection before permanent service can be established.

### **Section 1.02 -- Rates**

#### **Standard Service**

The monthly service charges for Standard Service shall include the sum of the Monthly Minimum Charge plus the Usage Charge as shown in the table below. The Usage Charge shall be applicable to all water used.

Meter Type And Size	Monthly Minimum Charge	Gallons Included	Usage Charge per 1,000 Gallons
5/8" or 3/4"	\$42.00	2,000	\$3.00 for usage between 2,001 to 10,000 gallons \$3.50 for usage between 10,001 to 15,000 gallons \$4.00 for usage between 15,001 to 20,000 gallons \$4.50 for usage between 20,001 to 30,000 gallons \$5.00 for usage between 30,001 to 50,000 gallons \$6.00 for usage between 50,001 to 100,000 gallons \$10.00 for usage over 100,001 gallons

If the Barton Springs Edward Aquifer Conservation District (BSEACD) declares an Alarm, Critical, Exceptional or Emergency Response stage drought, then an additional surcharge will be added to the base rate for each 1,000 gallons of usage or portion thereof according to the following schedule.

	Surcharge	Surcharge	Surcharge	Surcharge
Usage in Gallons	Alarm	Critical	Exceptional	Emergency Response
2,001 to 10,000			2.00	5.00
10,001 to 15,000		2.00	5.00	10.00
15,000 to 20,000	2.00	5.00	10.00	15.00
20,001 to 30,000	5.00	10.00	15.00	20.00
30,001 to 50,000	10.00	15.00	20.00	25.00
50,001 to 100,000	15.00	20.00	25.00	30.00
100,000 up	20.00	25.00	30.00	35.00

### **Regulatory Assessment**

A Regulatory Assessment as defined by the TCEQ for retail water service shall be collected from each member. Such assessment, equal to one half of one percent (0.5%) of the charge for retail water service only, and any fees established by local groundwater conservation districts shall be collected from each member.

### **Section 1.03 -- Connection Fees (Tap Fee) for a Single Dwelling- Standard Service**

(Meter Installation – Straight Set (no line extension, no road crossing))

Meter Type and Size	Equivalent LUE's	Construction and Meter Setting Fee	+	Capital Replacement Fee	=	Total Connection Fee
5/8" simple	1	\$2,000.00		\$2,000.00		\$4,000.00
3/4" simple	1.5	\$3,000.00		\$3,000.00		\$6,000.00

**\*\* Note** In a subdivision where a capacity reservation fee has already been paid and is still in force, the amount paid for capital replacement will be credited to the new customer's capital replacement charge in effect at the time of application.

### **Charge for Line Extensions and Road Crossings**

These costs are subject to change due to contractor prices and will be determined on a case by case basis.

### **Additional Charges**

Requests for service or supplemental service other than that set out in the Tap Fee schedule shall be considered Additional Charges and shall be determined on a case by case basis unless covered by the Rules and Regulations Concerning Ruby Ranch's Service to Subdivisions (attached as Appendix B to this Tariff). When Ruby Ranch determines that private right-of-way easements are necessary to provide service to an applicant, the applicant shall be required to pay all costs incurred by Ruby Ranch in obtaining such easements.

When backflow prevention is required in connection with a meter, the applicant shall be required to pay all costs for materials and installation of a backflow prevention device. Member shall also be responsible for all costs associated with yearly testing and maintenance of the backflow prevention device.

When possible, meters should not be placed in locations where they may be subjected to vehicular traffic, such as a meter placed under a driveway providing access to a dwelling. If an applicant desires that one or more meters be placed in a location where, in the opinion of Ruby Ranch's Engineer, the meter(s) may reasonably be subjected to vehicular traffic of any sort, then at the sole expense of applicant: (1) the meter box(es) installed shall be designed and constructed to minimize the likelihood of damage to the meter(s) resulting from said vehicular traffic; and (2) prior to installation of the meter(s), the meter box(es) proposed for use shall first be submitted to Ruby Ranch's Engineer for approval.

### **Section 1.04 – Deposit**

For new, transferred or reestablished water service after the effective date of revision 7 of this tariff, a deposit of \$400.00 will be required. This deposit will be returned without interest after the satisfactory termination of water service and if all the money due has been paid.

### **Section 1.05 -- Miscellaneous Fees**

#### **Meter Test Fee**

Meter Test Fees shall be assessed in accordance with Section 2.04 of this Tariff.

#### **Transfer Fee**

**A \$50.00 fee will be charged to transfer service from one name to another.**

#### **Reconnection Fee**

The Reconnection Fee schedule is as follows:

\$250.00	-	Base Fee
up to \$1500.00	-	Re-Service Fee

When there has been no change in ownership or right of possession pursuant to a contract for deed, the following Reconnection Fee must be paid before service can be restored to a member who has been disconnected. A Base Fee of \$250.00 shall be charged for all reconnections. The Re-Service Fee shall be the number of months which the meter was inactive times the monthly minimum charge or \$1,500.00, whichever is less. For purposes of this calculation, the inactive period will be rounded down to the nearest full month. The Reconnection Fee shall include the sum of the Base Fee plus the Re-Service Fee plus any past due balances owed for water service at the time of disconnection. At service locations where equipment tampering or an unauthorized connection has resulted in forfeiture of membership and tap rights, the former member shall be required to make full payment of the Tap Fee in effect at the time service is requested. Additionally, the former member shall be required to make full payment of applicable Equipment Damage Fees.

When there has been a change in ownership or right of possession pursuant to a contract for deed, the following Reconnection Fee must be paid before service can be restored to the new member. A Base Fee of \$250.00 shall be charged for all reconnections. No Re-Service fee will be charged, and the new member will not be responsible for any past due balance. At service locations where equipment tampering or an unauthorized connection has resulted in forfeiture of membership and tap rights, the new owner shall be required to make full payment of the Tap Fee in effect at the time service is requested.

### **Meter Disconnection and Removal Fee**

The meter disconnection and removal fee will be charged to compensate Ruby Ranch for the cost of disconnecting, sealing, and removing the existing line tap and meter whenever a meter is removed or relocated at the request of a member. The fee to disconnect or remove 5/8" or 3/4" meters is \$250.00.

### **Release of Easement Processing Fee**

Processing fee shall be assessed in accordance with Section 2.21 of this Tariff.

### **Late Charge**

Late Charges shall be assessed in accordance with Section 2.06 of this Tariff.

### **Returned Check Charge**

The charge for a returned check or returned ACH payment is \$ 40.00.

### **Equipment Damage Fees**

For 5/8" or 3/4" meter connections, the following Equipment Damage Fees will be charged to compensate Ruby Ranch for repairs due to damage to Ruby Ranch's water distribution system which is caused by an unauthorized reconnection of water service where such service has been discontinued:

- |    |   |          |
|----|---|----------|
| a. | Replace damaged or destroyed locks        | \$200.00 |
| b. | Replace damaged or destroyed water meters | \$400.00 |
| c. | Replace damaged or destroyed angle stops  | \$500.00 |

### **Feasibility Study Fees**

Feasibility Study Fees shall be assessed in accordance with Section 2.14 of this Tariff.

## **SECTION 2.0 -- SERVICE RULES AND REGULATIONS**

### **Section 2.01 -- Application for Water Service**

An owner of title to real property or a purchaser under an executory contract for conveyance of real property (“contract for deed”) may file an application for Standard Service and seek to become a member of Ruby Ranch. All applications for Standard Service will be made on Ruby Ranch’s standard service application and service agreement forms (attached as Appendix A to this Tariff or an equivalent form) and must be signed by the applicant before water service will be provided by Ruby Ranch. The terms and conditions of Appendix A are an integral part of this Tariff. A separate application or contract shall be submitted in accordance with Section 2.05 of this Tariff. All applicants for service must submit a legal description of the property to be served which shall consist of the lot, block, and section number for land in a platted subdivision, or shall consist of a metes and bounds description for tracts of land that are not platted.

No application for Non-Standard Service in a subdivision shall be approved unless the Developer has fully complied with all the requirements of the Rules and Regulations Concerning Ruby Ranch’s Service to Subdivisions (Appendix B), including, without limitation, full payments of all capacity reservation fees. The terms and conditions of Appendix B are an integral part of this Tariff. An applicant seeking Non-Standard Service for a tract of land located in a subdivision must provide information showing compliance with all applicable city and county subdivision ordinances. This information shall include a copy of the recorded deed conveying the property to the applicant and a copy of the recorded plat depicting the property. Pursuant to Section 13.2501 of the Texas Water Code, Ruby Ranch will refuse to serve an applicant if the requested service is prohibited under Sections 212.012 of the Texas Local Government Code, which requires certification of compliance with plat requirements prior to connection of water, sewer, electricity, gas, or other utility service.

### **Section 2.02 -- Water Installation**

After the applicant has met all requirements, conditions, and regulations herein set forth, Ruby Ranch will then: (i) install a tap, meter, and cut-off valves within the boundaries of the parcel of land or lot to be served; and (ii) take all necessary actions to initiate service.



### **Section 2.03 -- Refusal of Service**

Ruby Ranch shall decline to serve an applicant until such applicant has complied with Federal, State and Municipal regulations, the rules and regulations of Ruby Ranch, and for the following reasons:

1. The applicant's installation or equipment is known to be inadequate or of such character that satisfactory service cannot be given;
2. The applicant is indebted to any utility for the same kind of service as that applied for;
3. The property to be served has been subdivided in violation of applicable city or county subdivision ordinances;
4. Serving the property is prohibited by Sections 212.012 or 232.029 of the Texas Local Government Code, which require certification of compliance with plat requirements prior to connection of water, sewer, electricity, gas, or other utility service;
5. More than one dwelling will be connected to a single meter on the property.
6. The meter to be set would be located within a 100-year floodplain as established by the Federal Emergency Management Agency;
7. The applicant fails or refuses to have a customer service inspection performed or fails or refuses to submit a properly completed customer service inspection certification form as required by TCEQ;
8. Construction by Ruby Ranch of the General Purpose Transmission Facilities to serve the applicant would violate the federal Endangered Species Act or the Texas Endangered Species Act, and Ruby Ranch cannot reasonably obtain authorization from the relevant agencies.

In the event that Ruby Ranch refuses to serve an applicant, it shall inform the applicant in writing of the basis for such refusal.

### **Section 2.04 -- Meter Requirements, Readings, and Testing**

All water sold by Ruby Ranch shall be billed based on meter measurements. Ruby Ranch shall provide, install, own and maintain meters to measure amounts of water consumed by its members. Ruby Ranch will provide meter readings on a monthly basis, where such meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period.

The State of Texas mandates that any requests for new service from a public water supply include a Customer Service Inspection conducted by a licensed inspector. The customer service inspections shall also be conducted when there is a request to transfer service from a membership that has never had an inspection, and whenever there is a request to reconnect service after service has been discontinued for a year.

Upon the occurrence of any of the above events or upon request by a customer, Ruby Ranch may have the meter professionally tested for accuracy once per two calendar year period, free of charge (each two year period, a "Testing Period"). In the event that the meter is found to be outside the accuracy standards established by the American Water Works Association, Ruby Ranch will take whatever steps are necessary to provide an accurate meter. Following the completion of any requested test, Ruby Ranch will promptly advise the customer of the date of the test, the result of the test, who conducted the test, and the date of removal of the meter (if necessary). Regardless of the outcome of the first test during any Testing Period, Ruby Ranch customers shall solely bear the costs of any additional meter tests conducted within that Testing Period.

#### **Section 2.05 -- One Dwelling per Meter Policy**

It shall be the policy of Ruby Ranch to require one paid meter and tap for each residence and dwelling for human habitation. Ruby Ranch will detect possible multiple dwellings on one meter, communicate verbally and in writing to the suspected violating party and/or parties violating this policy, and require pre-payment for the setting of additional water meters for the dwellings requiring same. Noncompliance shall constitute a basis for Ruby Ranch to disconnect that member from the Ruby Ranch Water Supply System, and any applicable Reconnection Fee shall be borne by the member. Ruby Ranch shall also enforce the corporation Bylaws in the event of nonpayment of any other water charges or other indebtedness.

In the event that more than one monthly minimum charge is currently being paid by a member and is currently being accepted by Ruby Ranch for service to more than one dwelling connected to a single meter, service will be continued, accepting two or more minimum payments each month until such time at the property is transferred in whole or in part. The new owner(s) must then comply fully with this one meter per dwelling policy.

When property having more than one dwelling connected to a single meter is subdivided,

any owner of a subdivided portion of the property who wishes to continue water service must become a member of Ruby Ranch and obtain a meter dedicated to providing water service to the individual portion of the property. Each owner of a portion of the property shall be required to convey to Ruby Ranch any easements that are necessary to provide water service to other portions of the property. The new service connections shall be subject to all of the requirements of Ruby Ranch's Tariff and the Rules and Regulations Concerning Ruby Ranch's Service to Subdivisions (Appendix B), including, without limitation, full payment of tap fees and membership fees. Failure to have meters installed to serve each tract may result in disconnection of service to any or all subdivided portions of the property.

#### **Section 2.06 -- Billing**

Water bills shall be rendered monthly unless service is terminated before the end of a billing cycle. Service initiated less than one week before the next billing cycle may be billed with the following month's bill. Payment is due upon receipt of the water bill and is considered late if not received at Ruby Ranch's office or postal address within 15 days after the date of issuance of the bill (the "Due Date"). The postmark on the bill, or if there is no postmark on the bill, the recorded date of mailing by Ruby Ranch will constitute proof of the date of issuance. If the Due Date falls on a weekend or holiday, payment will be considered late if not received by the following business day, Monday through Friday. The member will be responsible for the bill. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at Ruby Ranch or its authorized payment agency by 5:00 p.m. on the Due Date.

A Late Penalty Fee of either \$25.00 or 10%, whichever is greater, will be charged on unpaid bills after the Due Date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. Ruby Ranch must maintain a record of the date of mailing to charge the late penalty. Ruby Ranch will not bill occupants who are not members separately, unless the member agrees in writing to be responsible for the bill. In the event of a dispute between a member and Ruby Ranch regarding any bill for water service, the member shall still make the payment as invoiced, and Ruby Ranch will conduct an investigation and report the results to the member in a timely manner.

### **Section 2.07 -- Service Disconnection**

Disconnection. A member's utility service may be disconnected for an unpaid bill or failure to comply with Ruby Ranch's policies no sooner than ten (10) days after proper written notice was delivered to the member. For purposes of this section, the date that notice is delivered is the postmark on the notice, or if there is no postmark on the notice, the recorded date of mailing by Ruby Ranch. If the notice is hand delivered, the date that notice is delivered is the date that such hand delivery is made.

Proper notice shall include a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. If applicable, the notice must also list the past due balance. Service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account or to comply with a deferred payment agreement;
2. Willful violation of a usage rule when that violation interferes with another member's service;
3. Failure to comply with valid deposit or guarantee arrangements;
4. Upon discovery by Ruby Ranch that more than one dwelling is connected to a single meter on the property, unless the present members pay each month and Ruby Ranch has accepted the appropriate multiple of the monthly minimum charge;
5. Upon discovery by Ruby Ranch that one meter is serving more than one dwelling and the dwellings are located on separate parcels of land;
6. A member has failed to have a customer service inspection performed or has failed to provide access to the service location for the purpose of performing a customer service inspection;
7. Failure to provide certification of backflow prevention device testing on an annual basis as required in Section 2.12 of this Tariff; or

Service may also be disconnected without notice, if and only if:

1. When a known dangerous condition exists, for as long as the condition exists;
2. When service is established through meter bypassing, an unauthorized connection or unauthorized reconnection; or
3. In instances of tampering with Ruby Ranch's meter or equipment.

Exceptions Due to Health Issues. A residential member may request a delay of disconnection of service upon establishing that disconnection of service will result in some person residing at that residence becoming seriously ill or more seriously ill if service is disconnected. Each time a member seeks to avoid termination of service under this provision, the member must have the attending medical doctor call or contact Ruby Ranch within fifteen (15) days of the issuance of the bill. A written statement must be received by Ruby Ranch from the attending medical doctor within twenty (20) days of the issuance of the bill. Upon receipt of the doctor's written statement, Ruby Ranch may, at the discretion of the Board of Directors or its delegatee, (i) delay disconnection of service for a period not exceeding forty five (45) days from the issuance of the bill, and/or (ii) allow the member to enter into a deferred payment plan agreement (attached as Appendix E to this Tariff).

Deferred Payment Plan Policy. A residential member may submit a written request to the Board of Directors of Ruby Ranch for a deferred payment plan under the following conditions:

1. The member's current monthly bill exceeds \$500 and is more than three times the average monthly bill for that member for the previous twelve months;
2. The member has not been issued two or more disconnect notices at any time during the preceding twelve months and has not been approved to participate in Ruby Ranch's deferred payment plan during the previous twelve months;
3. The member's account is not delinquent at the time the request is submitted; and
4. The member is willing to enter into the deferred payment plan agreement (attached as Appendix E to this tariff).

Approval of such request is at the discretion of the Board of Directors or its delegatee. Ruby Ranch shall evaluate and respond to each request within seven (7) days after the next regularly scheduled meeting, taking into consideration these extraordinary circumstances and the current financial status of the Corporation.

### **Section 2.08 – Reconnection of Service**

Utility service will be reconnected within 24 hours after the past due bill and any other outstanding charges are paid or correction of the conditions which caused the service to be disconnected.

### **Section 2.09 – Service Interruptions**

Ruby Ranch will make all reasonable efforts to prevent interruptions of service. If interruptions occur, Ruby Ranch will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled.

### **Section 2.10 – Quality of Service**

Ruby Ranch will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities in accordance with the TCEQ's rules regarding public drinking water systems, Title 30 Texas Administrative Code ("TAC"), Chapter 290.

### **Section 2.11 -- Customer Service Inspections**

A customer service inspection certification conforming to the TCEQ Regulation's in Title 30 TAC, Chapter 290 must be completed for all new connections and for existing service locations where Ruby Ranch has reason to believe that cross-connections or other unacceptable plumbing practices exist, or after any material improvement, correction, or addition to the private plumbing facilities. For existing service locations where a customer service inspection is required by Ruby Ranch, a Customer Service Inspection Fee will be added to the member's monthly bill. A customer service inspection certification form, as shown in Appendix A or an equivalent form, must be completed, signed by the person performing the inspection, and filed with Ruby Ranch before water service will be provided or continued on a permanent basis.

The inspection will be based on the conditions existing at the service location at the time of the inspection. If any material improvement, correction, or addition to the private plumbing facilities occurs, the member shall have an additional customer service inspection performed for the service location. For example, in cases where water service is provided to facilitate construction of a new residence or other structure, a customer service inspection must be performed for the new structure and a properly completed customer service inspection certification form must be filed with Ruby Ranch before occupancy of the structure occurs. Upon Ruby Ranch's discovery that there has been a change in service conditions and an appropriate inspection certification form has not been filed, service to the location will be disconnected, unless a properly completed certification form is filed at Ruby Ranch's office within 30 days after the date that Ruby Ranch provides notice pursuant to Section 2.07 of this Tariff. Service will not be restored until after the customer service inspection is performed.

### **Section 2.12 – Backflow Prevention Assemblies**

If a member has an irrigation system, swimming pool, or other type of system that presents a contamination hazard to Ruby Ranch's drinking water supply, a proper backflow prevention assembly must be installed to comply with the Texas Commission on Environmental Quality's public drinking water rules in Title 30 Texas Administrative Code, Chapter 290. Any member with a backflow prevention assembly that connects to Ruby Ranch's water supply must have the assembly inspected annually by a licensed backflow prevention assembly tester at their own expense. The member must provide certification of the annual inspection by a licensed backflow prevention assembly tester to Ruby Ranch each year. Appendix A includes an acceptable inspection form, but Ruby Ranch will also accept equivalent forms from a licensed backflow prevention assembly tester. Failure to provide the required certification will result in disconnection of water service.

### **Section 2.13 -- Meter Relocation**

Ruby Ranch will not move existing meters except as allowed in this section. Ruby Ranch will move a meter to a new location within the boundaries of a single parcel of land or lot so long as the meter continues to serve the same structure or facility and the new location is feasible, in the sole opinion of Ruby Ranch. In the case where a structure or facility is located on the boundary between two parcels or lots, Ruby Ranch will relocate the meter to either of the parcels or lots. Ruby Ranch will determine, on a case by case basis, whether moving the location of the meter is feasible. The fee for moving a meter shall include any and all costs of moving the meter including, but not limited to the following:

1. the Meter Setting Fee for the size of meter requested at the new location;
2. the Meter Disconnection and Removal Fee; and
3. the cost of any line extensions or other equipment necessary to deliver water to the new location.

If the meter to be installed at the new location is larger in size than the existing meter, the member shall also pay the difference between the Capital Replacement Fees for the larger meter size and the smaller meter size that are in effect at the time the relocation is requested.

### **Section 2.14 -- Feasibility Study**

Any person seeking non-standard water service shall submit a written request that Ruby Ranch perform a Feasibility Study to determine if there exists sufficient capacity in Ruby Ranch's System to serve the proposed building to be located on the tract of land, or if a need exists for an expansion to the capacity of the production and storage or general purpose transmission facilities, or a combination of both, to serve the proposed connection. Each request for a Feasibility Study shall include the following:

1. A map or plat showing the property, its proximity to Ruby Ranch's existing General Purpose Transmission Facilities, and those improvements necessary to connect such facilities. The map or plat must show the legal description and the dimensions of the property. The map or plat must be signed and sealed by a licensed surveyor or registered professional engineer of the state of Texas.
2. The intended land use of the property.
3. The proposed number of dwelling units. The projected water demand of the connection, including average and peak demands in gallons per minute (GPM). A projected growth schedule tied to the demand for water. For meters 1.5" and larger in size, the number of Living Unit Equivalents shall be determined according to applicable American Water Works Association Standards.
4. A proposed calendar of events, including design, construction phasing and initial occupancy, and the approximate date upon which service from Ruby Ranch will first be needed.
5. Information concerning on-site storage and pressurization facilities to reduce peak demand.

Because of factors such as unique topographic features, after initial review of the request Ruby Ranch's Engineer may determine that additional information will facilitate evaluating the proposed Project. The Developer shall submit such additional information as specified by Ruby Ranch's Engineer on a case by case basis.

All requests for a Feasibility Study shall be accompanied by a non-refundable fee, paid at the time the request is filed, according to the following schedule:



Proposed Number of LUEs	Fee
1-10	\$15,000.00
11-50	\$20,000.00
51 or more	determined on a case by case basis

Ruby Ranch shall take action on a Feasibility Study for multiple connection service using the procedures provided for a subdivision Feasibility Study in Section III of the Rules and Regulations Concerning Ruby Ranch's Service to Subdivisions. Existing water supply capacity that is contemplated for use to serve multiple connections may be held for the proposed service location for a period of 120 days by payment of the greater of \$5,000.00 or 10% of the total capital replacement fee, which payment shall be nonrefundable. A request to hold capacity must be written and hand delivered or sent by certified mail to Ruby Ranch accompanied by the appropriate fee. The request to hold capacity must be received by Ruby Ranch within 30 days after the date of the meeting of the Board of Directors at which service to the proposed service location is determined to be feasible.

#### **Section 2.15 -- Forfeiture of Membership**

If a service has been disconnected for nonpayment for more than 365 consecutive days or if Ruby Ranch's equipment has been tampered with or water is taken by means of an unauthorized connection, or both:

1. The member shall forfeit all rights and privileges of membership without refund of any fees or deposits;
2. The member shall forfeit all connection and tap rights; and
3. Service shall be rendered unusable.

Any future service at the location of a property described in this Section 2.15 will be subject to all application and fee requirements of Sections 1.03, 1.04 and 2.01 of this Tariff. Full payment must be made of the Tap Fee in effect at the time service is requested.

### **Section 2.16 -- Service Outside Certificated Area**

Ruby Ranch has the sole discretion to decide whether to provide water outside the boundaries of its Certificate of Convenience and Necessity or to amend its Certificate of Convenience and Necessity to expand its water service area. Ruby Ranch will not provide such service in the event that Ruby Ranch would be in violation of any federal or state statute, rule or ordinance. Each case will be considered separately.

### **Section 2.17 -- Limitation of Liability**

Ruby Ranch shall not be liable for any damages, including without limitation, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue, resulting from failures or interruptions of water supply occurring because of maintenance of Ruby Ranch's water distribution system or that are occasioned by causes beyond the control of Ruby Ranch. Ruby Ranch shall not be liable in any event for consequential damages.

### **Section 2.18 -- Transfer of Membership**

Where water service has not been disconnected by Ruby Ranch, a membership may be transferred to a new owner or purchaser under a contract for deed upon the execution of the transfer authorization form and payment of transfer fee. All rights of membership will be assigned to the new member.

### **Section 2.19 -- Litigation**

This Tariff shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under this Tariff shall be performable in Travis and Hays County, Texas. All payments required to be made to Ruby Ranch under this Tariff shall be made at Ruby Ranch's offices in Hays County, Texas. Travis County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement. In the event Ruby Ranch is required to retain an attorney to enforce this Tariff or collect amounts owed under this Tariff, the member shall be responsible for all costs incurred by Ruby Ranch, including reasonable attorneys' fees.

### **Section 2.20 -- Limitation on Fire Protection**

Ruby Ranch does not provide nor imply that water for fire protection is available in Ruby Ranch's water distribution system. All hydrants or flush valves are installed to facilitate operation and maintenance of the water distribution system and may only be used for refilling purposes by authorized fire departments. Ruby Ranch reserves the right to remove any hydrant or flush valve, due to improper use or detriment to the system as determined by Ruby Ranch, at any time without notice, refund, or compensation to the contributors.

### **Section 2.21 -- Release of Easements**

The Board of Directors of Ruby Ranch shall consider all requests to release, or partially release, an existing water line easement, or Ruby Ranch's interests in a platted public utility easement within a subdivision. To be considered by the Board, such requests shall be provided to Ruby Ranch in writing, clearly identifying the easement to be released and any additional information as may be requested by Ruby Ranch.

In the event the Board agrees to release such easement, in whole or in part, the requestor shall first provide Ruby Ranch with the non-refundable processing fee of \$100.00, paid to Ruby Ranch at time request is submitted. If and when the release has been recorded, a copy will be delivered to the requesting party.

## **SECTION 3.0 -- EXTENSION POLICY**

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

#### **Extensions to Subdivisions**

Ruby Ranch shall extend water service to subdivisions within its certificated area, in accordance with the attached Rules and Regulations Concerning Ruby Ranch's Service to Subdivisions. (Attached as Appendix B to this Tariff)

#### **Extensions to Others**

Ruby Ranch will make extensions from existing lines with sufficient capacity to locations within its certificated area, at the member's expense. Prior to construction of such extension, the member will pay the amount shown on the Ruby Ranch Water Supply Corporation Cost Estimate To Provide Water Service, as shown in Appendix C. If a water line easement is needed from the member requesting water service, the water line easement will cover the entire frontage area of the

member's property, unless otherwise determined. In such case, Ruby Ranch would have final discretion. If such agreement cannot be reached for executing the proper water line easement document, the request will be canceled and all funds less actual expenses will be returned to the requesting party.

If water line easements from adjacent landowner(s) are needed for extension purposes, Ruby Ranch requests donations of such easements from these landowner(s). If such landowner(s) requests compensation for granting of said water line easement, all costs associated with said compensation are the responsibility of the member requesting water service. If such agreement cannot be reached by all parties for the acquisition of necessary easements, the request will be canceled and all funds less actual expenses will be returned to the requesting party.

#### **SECTION 4.0 -- WATER RATIONING PLAN**

##### **Section 4.01 -- General Provisions**

Ruby Ranch implements its drought contingency plan, attached hereto as Appendix "D," as it may be amended and/or updated from time to time, as Ruby Ranch's water rationing plan. All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the members.

#### **SECTION 5.0 -- REQUESTS FOR PUBLIC INFORMATION**

##### **Section 5.01 -- Procedures**

In accordance with the Public Information Act, Texas Government Code §§ 552.001 *et seq.*, Ruby Ranch will make public information not subject to an exception available to the public at a minimum during its normal business hours according to the procedures more specifically described herein. The procedures for inspecting or obtaining copies of Ruby Ranch's records that are subject to inspection under Chapter 552 of the Texas Government Code are as follows:

1. All requests for inspection and/or copies of public information must be made in writing.
2. The request must sufficiently identify the required information. If the request is vague or too broad Ruby Ranch may require that it be narrowed in writing.

3. The requestor must complete inspection of the public information not later than the 10th day after it is made available. Two additional ten-day periods, one at a time, may be granted if a written request for additional time is filed with Ruby Ranch.
4. If the requested information is stored electronically, and requires programming or manipulation of data, Ruby Ranch will provide a written statement in accordance with Section 552.231 of the Texas Government Code.
5. Whenever possible, Ruby Ranch will estimate the time needed to fulfill the request, and any applicable charges.
6. If applicable charges will exceed \$100.00, Ruby Ranch will require a deposit or bond before compiling the information. All charges must be paid before the copies are delivered.

#### **Section 5.02 -- Copy Charge Schedule**

The charges for obtaining copies of Ruby Ranch's records that are subject to inspection under Chapter 552 of the Texas Government Code are as follows:

1. Standard-size paper copy--\$.25 per page.
2. Nonstandard-size copy:
  - (A) diskette--\$5.00 each;
  - (B) audio cassette--\$5.00 ;
  - (C) paper copy--\$1.00 each;
  - (D) Rewritable CD (CD-RW)--\$5.00 each
  - (E) Non-rewritable CD (CD-R)--\$5.00 each
  - (F) Digital Video Disk (DVD)--\$8.00 each
  - (G) VHS video cassette--\$7.00;
  - (H) other--actual cost;
3. Personnel charge--\$40.00 per hour.
4. Overhead charge--20% of personnel charge.
5. Remote document retrieval charge--actual cost.
6. Miscellaneous supplies--actual cost.
7. Postage and shipping charge--actual cost.
8. Fax charge:
  - (A) local--\$.50 per page;
  - (B) long distance, same area code--\$5.00 per page;

- (C) long distance, different area code--\$5.00 per page.
9. Other costs--actual cost.

The following tables present a few examples of the calculations of charges for obtaining copies of Ruby Ranch's records that are subject to inspection under Chapter 552 of the Texas Government Code.

TABLE 1

Readily Available Information (fewer than 50 pages):

\$ .50 per copy x number of copies (standard-size paper copies) or cost of nonstandard copy  
(e.g., diskette)  
Postage and shipping (if applicable)  
-----  
\$ TOTAL CHARGE

TABLE 2

Readily Available Information (more than 50 pages):

\$ .50 per copy x number of copies (standard-size copies) or cost of nonstandard copy  
(e.g., diskette)  
Personnel charge (if applicable)  
Overhead charge (if applicable)  
Document retrieval charge (if applicable)  
Actual cost of miscellaneous supplies (if applicable)  
Postage and shipping (if applicable)  
-----  
\$ TOTAL CHARGE

TABLE 3

Information that is Not Readily Available:

Cost of copy (standard-size or nonstandard-size, whichever applies)  
Personnel charge  
Overhead charge

Document retrieval charge (if applicable)

Actual cost of miscellaneous supplies (if applicable)

Postage and shipping (if applicable)

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\$ TOTAL CHARGE