

**NAME OF UTILITY:**

**LAKE BONANZA WATER SUPPLY  
CORPORATION**

**LOCATION OF OFFICE:**

**C&R WATER SUPPLY CORPORATION INC  
P. O. BOX 187  
WILLIS, TEXAS 77378**

**TELEPHONE #:**

**936-856-4199**

**TERRITORY WHERE SCHEDULE  
IS APPLICABLE:**

**LAKE BONANZA, HOLLY ESTATES,  
and LAKE CONROE FOREST  
SUBDIVISIONS  
MONTGOMERY COUNTY, TEXAS**

**TYPE OF SERVICE RENDERED:**

**WATER**

**EFFECTIVE DATE:**

**November 21, 2024**

**CCN # 12703  
PWS # 1700578**

**NAME OF UTILITY:**

**LAKE BONANZA WATER SUPPLY  
CORPORATION**

**NAME OF TARIFF:**

**WATER**

**EFFECTIVE DATE:**

**November 21, 2024**

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**SECTION 1.0  
DEFINITIONS**

- 1.01 User:**  
Customer or subscriber means an individual or corporation who purchases water service from the Utility Company.
- 1.02 Utility:**  
Means LAKE BONANZA WATER SUPPLY CORPORATION.
- 1.03 Commission:**  
Means the Texas Commission Environmental Quality (TCEQ)
- 1.04 Other Regulatory Agency:**  
Means the Texas Department of Health and other such agencies may now or in the future exercise regulatory authority in the operation of the Utility.
- 1.05 Service**  
Means the actual delivery of water to the customer and includes any and all acts done, rendered or performed in the delivery of water service by the Utility.
- 1.06 Standard Meter:**  
Means a 5/8" X 3/4" water meter.
- 1.07 Customer Owned Equipment:**  
Means the equipment to be installed and maintained at the customer's expense.
- 1.08 Utility Owned Equipment:**  
Means that equipment to be installed and maintained at the Utility expense; this definition covers all equipment installed between the customer's property and the Utility owned distribution lines, at or near the boundary of the customer's property. This equipment includes, but is not limited to, holding tanks, pumps, electric lines and such other equipment as the Utility determines is necessary for the proper and safe functioning of the water system.

## **SECTION 1.0, Continued:**

### **1.09 Member or membership:**

Means party or person who is a subscriber to water and has been granted membership, paid a membership fee, or had a membership (fee paid by another person/party) transferred to them, and has not granted a transfer of services to another person or party and has not had the services cancelled for more than 30 days by the corporation for non-payment or has not requested services be disconnected. As long as the person or party is an active subscriber to services, they shall be considered a member and entitled to one water connection.

LBWSC's new policy requires that membership be limited to the owner of the property. LBWSC will no longer permit renters to obtain water service in their name. The membership for rental properties shall be in the name of the property owner.

### **1.10 Tap Fee:**

The charge assessed upon an approved request for connection of services where no water service has been previously installed. Membership is necessary for this service.

### **1.11 Reconnect Fee:**

The charge assessed upon request for connection of services where water service has been previously installed, and a tap fee was paid by a previous subscriber. Membership is necessary for this service.

### **1.12 Transfer of Service:**

Where active service is transferred from one subscriber to another subscriber without interruption in service. Membership is necessary for this service.

### **1.13 Late Charge:**

A one-time penalty will be assessed on delinquent bills but may not be applied to any balance to which the penalty was applied in a previous billing.

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**SECTION 2.0  
UTILITY OPERATION**

- 2.01** The Utility’s operation consists of providing water service to Lake Bonanza, Holly Estates, and Lake Conroe Forest subdivisions. Water service is provided on a continuous basis from a central location and the service is so designed to provide an adequate, quality product to all users at all times.
- 2.02** The Utility’s operation relates to maintaining the water distribution system by making necessary repairs or improvements as they are deemed to be required by the Utility or as they are requested by the customer.
- 2.03** Non-discrimination Policy of the Utility is that service is provided to all applicants who comply with the provisions of the tariff regardless of race, color, creed, sex or marital status.

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**SECTION 3.0  
SERVICE TERRITORY**

**3.01** The service territory to which this Tariff applies consists of the following area:

**Lake Bonanza, Holly Estates, and Lake Conroe Forest Subdivisions located in  
Montgomery County, Texas  
Nearest Town – Conroe, Texas**

**3.02** The Service Territory does not serve any incorporated towns or other subdivisions.

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**SECTION 4.0  
RATE SCHEDULE  
(Metered)**

**4.01 Meter Rates:**

Metered rates are based on a monthly minimum rate for water service, which is to be paid at the end of the month for which service is rendered. Membership is required for this service.

**Schedule:**

A. Metered Rates for Property with existing structures:

**Standard Meter - \$30.00 minimum fee**

_____	\$4.00 per 1,000 gallons for 1 – 4000 gallons
_____	\$5.00 per 1,000 gallons for 4001 – 8000 gallons
_____	\$5.50 per 1,000 gallons for 8001 – 20000 gallons
_____	\$6.00 per 1,000 gallons for 20001 – 40000 gallons
_____	\$6.50 per 1,000 gallons for 40001 – 50000 gallons
_____	\$7.00 per 1,000 for 50001 gallons and up.

B. Metered Rates for Property without structures:

**Standard Meter - \$30.00 minimum fee**

_____	\$4.00 per 1,000 gallons for 1 – 4000 gallons
_____	\$5.00 per 1,000 gallons for 4001 – 8000 gallons
_____	\$5.50 per 1,000 gallons for 8001 – 20000 gallons
_____	\$6.00 per 1,000 gallons for 20001 – 40000 gallons
_____	\$6.50 per 1,000 gallons for 40001 – 50000 gallons
_____	\$7.00 per 1,000 for 50001 gallons and up.

C. Metered Rates for Commercial with Multiple Connections:

**Minimum Meter is a 1” – \$115.00 minimum fee per Unit**

_____	\$4.00 per 1,000 gallons for 1 – 4000 gallons
_____	\$5.00 per 1,000 gallons for 4001 – 8000 gallons
_____	\$5.50 per 1,000 gallons for 8001 – 20000 gallons
_____	\$6.00 per 1,000 gallons for 20001 – 40000 gallons
_____	\$6.50 per 1,000 gallons for 40001 – 50000 gallons
_____	\$7.00 per 1,000 for 50001 gallons and up.



**D. Metered Rates for a Single Commercial Connection:**

**For both a 3/4" and 1" – \$115.00 minimum fee per Connection**

_____	<b>\$4.00 per 1,000 gallons for 1 – 4000 gallons</b>
_____	<b>\$5.00 per 1,000 gallons for 4001 – 8000 gallons</b>
_____	<b>\$5.50 per 1,000 gallons for 8001 – 20000 gallons</b>
_____	<b>\$6.00 per 1,000 gallons for 20001 – 40000 gallons</b>
_____	<b>\$6.50 per 1,000 gallons for 40001 – 50000 gallons</b>
_____	<b>\$7.00 per 1,000 for 50001 gallons and up.</b>

**4.02 Membership Fee:** For Residential is **\$200.00** For Commercial is **\$500.00**

- a. This fee entitles the subscriber to one connection to water service and is required for all service connections, new subscribers, reconnects or transfers of service.

**Membership Transfer Fee (plus balance on acct to transfer account without interruption in service): \$ 40.00**

- b. Membership is transferable (see 1.12) upon sale or transfer of ownership of property and payment of final utility bill.

Membership is required for this service.

**4.03 Equity Buy-in Fee: \$1000.00/tap**

This fee is applied to all new service taps.

**4.04 Tap Fee:**

<b>Standard 3/4"</b>	<b>Short Tap: \$1,800.00</b>	<b>Long Tap: \$2,700</b>
<b>1"</b>	<b>Cost times a factor of 3.</b>	
<b>2"</b>	<b>Must come before the Board for Cost and Approval</b>	
<b>3"</b>	<b>Must come before the Board for Cost and Approval</b>	
<b>4"</b>	<b>Must come before the Board for Cost and Approval</b>	

- a. Includes water tap and meter set by Operator of system. These fees are subject to change based on contractor's fees.

Membership is required for this service.

<b>4.05</b>	<b>Base Rates:</b> For Residential	
	3/4" meter serves (1 base unit)	<b>\$30.00 base rate</b>
	1" meter serves (1 1/2 base units)	<b>\$45.00 base rate</b>
	1 1/2" meter serves (4 base units)	<b>\$120.00 base rate</b>
	2" meter serves (7 base units)	<b>\$210.00 base rate</b>
	3" meter serves (14 base units)	<b>\$420.00 base rate</b>
	4" meter serves (24 base units)	<b>\$720.00 base rate</b>
<b>4.06</b>	<b>Base Rates:</b> For Commercial	
	3/4" meter serves (1 base unit)	<b>\$115.00 base rate</b>
	1" meter serves (1 1/2 base units)	<b>\$172.50 base rate</b>
	1 1/2" meter serves (4 base units)	<b>\$460.00 base rate</b>
	2" meter serves (7 base units)	<b>\$805.00 base rate</b>
<b>4.07</b>	<b>Reconnect Fee:</b>	<b>\$ 100.00</b>
	The tap fee was paid by previous owner and service existed at one time.	
	Membership is required for this service.	
<b>4.08</b>	<b>Administrative Fee:</b>	<b>\$ 50.00</b>
	Administrative fee for new service.	
<b>4.09</b>	<b>Returned Check Fee:</b>	<b>\$ 30.00</b>
	The returned check fee will be paid for each and all returned checks, regardless of the reason for the check being returned.	
<b>4.10</b>	<b>Late Charge:</b>	<b>5%</b>
	A one-time penalty will be made on delinquent bills but may not be applied to any balance to which the penalty was applied in a previous billing.	
<b>4.11</b>	<b>Service Call:</b>	<b>\$ 35.00</b>
	(Any service rendered that is not the responsibility of the District).	
<b>4.12</b>	<b>Line Extensions</b>	<b>Cost of Materials &amp; Labor plus 10%</b>
<b>4.13</b>	<b>Road Boring: (Standard)</b>	<b>\$ 650.00</b>
	<b>Road Boring: (Non-Standard)</b>	<b>Cost of Materials &amp; Labor plus 10%</b>
<b>4.14</b>	<b>Cut Lock Fee</b>	<b>\$ 100.00</b>
<b>4.15</b>	<b>Curb Stop Damage</b>	<b>\$ 200.00</b>
<b>4.16</b>	<b>Drought Contingency Surcharge</b>	<b>\$ 25.00</b>
	(See attached Drought Contingency Plan)	

**4.17 Installation of Flow Restrictor: \$ 50.00**

**4.18 Regulatory Assessment .5%**  
PUC rules require the utility to collect a fee of one half percent of the retail monthly bill and remit the fee to the TCEQ.

**4.19 Additional Assessments**  
In the event any federal, state, or local government imposes on the Corporation a “per meter” fee, or an assessment based on a percent of water charges, or water pumped or used, the fee or assessment will be billed and collected as a “pass through” charge to the customer. This includes, but not limited to the Lone Star Groundwater Conservation District and any fees of charges assessed for the Montgomery County Water resources Assessment Program or similar programs in conjunction with the San Jacinto River Authority to reduce groundwater use.

**4.20 Lone Star Groundwater Conservation District**  
This is a fee that is passed through to each water using member based on water used. This fee is collected to pay the Corporation’s administration costs and fees charged the Corporation and may be raised by the LSGCD or the Corporation at any time.

**4.21 San Jacinto River Authority**  
All fees, assessed by SJRA for the Groundwater Reduction Plan shall be passed through to each water using member based on water used. This fee is collected to pay the Corporation’s administration costs and fees charged the Corporation and may be raised by the SJRA or the Corporation at any time.

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

- a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
- b. All Nonstandard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation’s ability to deliver service to the Applicant to:

- (1) Provide cost estimates of the project;
- (2) to present detailed plans and specifications as per final plat;
- (3) to advertise and accept bids for the project;
- (4) to present a Nonstandard Service Contract to the Applicant; and
- (5) to provide other services as required by the Corporation for such investigation. A Nonstandard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project.

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**SECTION 5.0  
SERVICE RULES AND REGULATIONS**

**5.01 Service Rules and Regulations:**

- a. **Metered Service:**  
Metered water service will be based upon water consumption, measured through the customer’s water meter as described in the approved Tariff.
- b. **Payment of Due Amounts:**  
Every applicant who previously has been a customer of the Utility and whose service has been discontinued for non-payment of bills shall be required, before service is re-established, to pay all amounts due the Utility, plus any reconnection fees that may be in effect in the approved Tariff of the Utility at the time of reconnection. If reconnection is made within 30 days, a new membership fee will not be required to re-establish service.
- c. **Request for Non-standard Service:**  
If an applicant requires other than the standard service and meter provided by the Utility, such applicant will be required to pay the total expenses incurred by the Utility plus fifteen percent (15%) in providing the non-standard service.
- d. **Request for Non-standard Service for Developer and or Subdivision:**  
See Section 7.0 “Developer, Subdivision and Nonstandard Service Requirements”  
Page 22
- e. **Membership Revocation:**  
Membership will be revoked and deemed null and void for non-payment of billed service after 30 days of service being disconnected.
- f. **Refusal of Service:**
  - 1) **Compliance by Applicant:**  
The Utility may decline to serve an applicant until such applicant has complied with the State and Municipal regulations and approved rules and regulations of the Utility on file with the Commission governing the service applied for, or for the following reasons:

- a) Applicant's facilities inadequate;  
If the applicant's installation of equipment is known to be hazardous or of such character that satisfactory service cannot be given; or
  - b) For Indebtedness: If the applicant is indebted to any Utility for the same kind of service as that applied for; or
  - c) Refusal to Obtain Membership:  
If the applicant has not received membership by transfer from another person/property owner and refuses to pay the required Membership Fee as spelled out in the approved Tariff of the Utility at the time application for service is made; or
  - d) Applicant requesting extension of service outside the service territory of Lake Bonanza WSC's CCN.
- 2) **Applicant's Recourse**:  
In the event that the Utility shall refuse to serve an applicant under the provisions of these rules, the Utility must inform the applicant of the basis of its refusal and that the applicant may file a complaint with the Commission thereon.
- 3) **Insufficient Grounds for Refusal to Serve**:  
The following shall not constitute sufficient cause for refusal of service to a present customer or applicant:
- a) Delinquency in payment for service by a previous occupant of the premises to be served; or
  - b) Failure to pay for merchandise or charges for non-utility service purchased from the Utility; or
  - c) Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six months prior to the date of application; or
  - d) Violation of the Utility's rules pertaining to operation of non-standard equipment or unauthorized attachments that interfere with the service of others unless the customer has first been notified and been afforded reasonable opportunity to comply with said rules; or
  - e) Failure to pay a bill of another customer as guarantor thereof, unless the guarantee was made in writing to the Utility as a condition precedent to service; or
  - f) Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

**5.02 Billings:**

Bills for water service shall be rendered monthly unless otherwise authorized by the Commission or unless service is rendered for a period of less than one month. Payment of bill is due fifteen (15) days after issuance of the bill, or the fifteenth (15th) day of the following month. A customer's water service may be discontinued if the bill has not been paid in full by due date and proper notice has been given. Proper notice shall consist of a mailing or hand delivery of at least ten (10) days prior to a stated date of disconnection. Bills shall be paid by mailing a check or money order to the address noted on the bill on a date that will insure receipt through normal mail of the payment to the Utility on or before the due date.

**5.03 Disputed Bills:**

In the event of a dispute between the customer and the Utility regarding any bill, the Utility shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the customer. In the event the customer is dissatisfied with the results of any dispute, the customer may appeal the result to the Commission.

**5.04 Meter Readings:**

Each customer's water meter will be read once each month by the employees of the Utility unless service is rendered for less than a month. Meters will be read as nearly as possible on the corresponding day of each reading period, but meters may be read at other than monthly intervals if the circumstances warrant. In months where the meter reader is unable to gain access to the premises of the customer to read the meter on regular meter reading trips, the Utility will provide the customer with a postcard and request that the customer read the meter and mail the card to the Utility. If such postcard is not received by the Utility in time for billing, the Utility may estimate the meter reading and render a billing accordingly.

**5.05 Meter Tests on Request of Customer:**

The Utility shall, upon the request of a customer and if he so desires, in his presence or in that of his authorized representative, test the accuracy of the customer's meter. The test shall be made during the Utility's normal working hours at a time convenient to the customer if he desires to observe the test. The test shall be made preferably on the customer's premises but may, at the Utility's discretion, be made at the Utility's test laboratory. If the meter is found to be within the accuracy standards established by the American Water Works Association, the Utility may charge the customer a fee that reflects the cost to test the meter but this charge shall, in no event, be more than Seventy Five Dollars (\$75.00) to the residential customer. Following the completion of any requested test, the Utility shall promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

**5.06 Bill Adjustment Due to Meter Error:**

If any meter is found to be outside of the accuracy standards established by the American Water Works Association, proper correction shall be made of the previous readings for the period of six (6) months immediately preceding the removal of such meter from service for test, or from the time the meter was in service since last tested but not exceeding six (6) months, as the meter shall have been shown to be in error by such testing, and adjusted bills shall have been rendered.

No refund is required from the Utility except to the customer last served by the meter prior to the testing. If a meter is found not to register for any period, unless bypassed or tampered with, the Utility shall make a charge for units used but not metered for a period not to exceed three (3) months based on amounts used under similar conditions during periods preceding or subsequent thereto, or during corresponding periods in previous years.

**5.07 Discontinuance of Service:**

- a. The due date of the bill for utility service shall not be less than fifteen (15) days after issuance. A bill for utility service is delinquent if unpaid by the due date.
- b. A customer's utility service may be discontinued if the bill has not been paid in full or a deferred payment agreement entered into prior to disconnect date and if proper notice has been given. Proper notice shall consist of a mailing or hand delivery at least ten (10) days prior to a stated date of disconnection.
- c. Utility service may be disconnected for any of the following reasons:
  1. Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement.
  2. Violation of the Utility's rules pertaining to the use of service in a manner that interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and is provided with a reasonable opportunity to remedy the situation.



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**SECTION 6.0  
LINE EXTENSION POLICY**

**6.01 Line Extension Policy:**

- a. It is the policy of the Utility that all extensions or improvements to facilities required as a result of an application or applications for service shall be paid for in full by the applicant or applicants for such service, and will include the cost of engineering should the services of a registered engineer be required as a result of an application for service received by the Utility. The cost for such extension or improvement shall be in addition to the tap fee and membership requirements.
- b. This extension policy shall be superseded by statements made in any registration filed with the Office of Interstate Land Sales Registration pertaining to this Utility when such statements conflict with this extension policy.

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**SECTION 7.0**  
**DEVELOPER, SUBDIVISION AND NONSTANDARD SERVICE REQUIREMENTS**

**This section details the requirements for all types of nonstandard service requests.**

*Purpose.* It is the purpose of this Section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of Nonstandard Service are determined, including the Nonstandard Service Applicant's and the Corporation's respective costs.

For purposes of the Section, the term "Applicant" shall refer to the individual or entity that desires to secure Nonstandard Service from the Corporation. The Applicant must be the same person or entity that is authorized to enter into a contract with the Corporation setting forth the terms and conditions pursuant to which Nonstandard Service will be furnished to the property. The Applicant shall be the owner of real property for which Nonstandard Service is sought.

7.01 **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 nonstandard 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 and service lines. Nonresidential or residential service applications requiring a larger sized meter typically will be considered nonstandard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Nonstandard. 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 or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

This Section sets forth the general terms and conditions pursuant to which the Corporation will process Nonstandard Service Requests. The specific terms and conditions pursuant to which the Corporation will provide nonstandard 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.

7.02 **Nonstandard Service Application.** The Applicant shall meet the following requirements prior to the initiation of a Nonstandard Service Contract by the Corporation:

- a. The Applicant shall provide the Corporation a completed Nonstandard Service Application (See Section 8.0 of Tariff). The Applicant shall specify any Special Service Needs, such as large meter size, size of subdivision or multi-use facility.
- b. A final plat approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

**NOTE: It is the responsibility of the Applicant to secure all necessary approvals of the subdivision once an Agreement is in place between the Corporation and the Applicant.**

- c. A Nonstandard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of [Section 4.21](#) of the tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation upon the Corporation's request all additional expenses that have been, or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the Application until all remaining expenses have been paid.
- d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity (CCN), service may be extended provided that:
  - 1) The service location is not in an area receiving similar service from another retail Corporation;
  - 2) The service location is not within another retail Corporation's CCN; and
  - 3) The Corporation's CCN shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's CCN, Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including administrative, legal, surveying and engineering fees incurred by Corporation in securing the amendment).

**7.03 Design.** The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Nonstandard Service Contract in accordance with the following schedule:

- a. The Corporation's engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested service within the Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.
- b. The engineer's fees shall be paid out of the Nonstandard Service Investigation Fee.
- c. The engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
- d. The Corporation's engineer shall ensure that all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted in the application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided however, that the Corporation shall pay the expense of such upgrading in excess of that which is reasonably allocable to the level and manner of service requested by the Applicant.
- e. The Corporation's engineer will determine the fire flow design for any nonstandard service request, including new subdivisions, based on density, type of structure, and other factors.

**7.04 Nonstandard Service Contract.** Applicants requesting Nonstandard Service may be required to execute a written contract, drawn up by the Corporation's Attorney, in addition to submitting the Corporation's Nonstandard Service Application. Said contract shall define the terms of service prior to construction of required service facilities. The service contract may include, but is not limited to:

- a. All costs 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. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- c. Terms by which service capacity shall be reserved for the Applicant and duration of reserved service with respect to the demand which the level and manner of the service will have upon the Corporation's system facilities.
- d. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.
- e. Terms by which the Corporation shall administer the Applicant's project with respect to:
  - (1) Design of the Applicant's service facilities;
  - (2) Securing and qualifying bids;
  - (3) Execution of the Service Contract;

- (4) Selection of a qualified bidder for construction;
  - (5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
  - (6) Inspecting construction of facilities; and
  - (7) Testing facilities and closing the project.
- f. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project.
- g. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds, warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.
- h. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.

**7.05 Construction of Facilities by Applicant Prior to Execution of Service Contract.** The Corporation and the Applicant must execute a Nonstandard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant or, in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively, the Corporation may require full costs of replacing/repairing any facilities constructed without prior execution of a contract from any person buying a lot or home from Applicant. At a minimum, the Corporation will require that all facilities be uncovered by the Applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, and take any other lawful action determined appropriate by the Board of Directors of the Corporation.

**7.06 Dedication of Water System Extension/Improvements to Corporation.**

- a. Upon proper completion of construction of all on-site and off-site service facilities (the "Facilities") to meet the level and manner of service requested by the Applicant, the Facilities shall become the property of the WSC. The Facilities shall thereafter be owned and maintained by WSC subject to the warranties required of Applicant under Subsection b. Any connection of individual customers to the Facilities shall be made by the WSC.
- b. Upon transfer of ownership of the Facilities, Applicant shall warrant materials and performance of the Facilities constructed by Applicant for 12 months following the date of the transfer.

**7.07 Property and Right-of-Way Acquisition.** With regard to construction of facilities, the Corporation shall require private right-of-way easements or purchase of private property as per the following conditions:

- a. If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Applicant shall secure easements or else title to facility sites in 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 additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, such as road bores and TxDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including administrative, legal and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.
- c. The Corporation shall require an exclusive dedicated right-of-way easement on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site and off-site facilities.
- d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's requirements at the expense of the Applicant.

**7.08 Bids for Construction.** The Corporation's consulting engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge (as per Engineer's determination), to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest qualified bidder in accordance with the following criteria:

- a. The Applicant shall execute the Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
- b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;
- c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;
- d. The Contractor shall supply favorable references acceptable to the Corporation;
- e. The Contractor shall qualify with the Corporation as competent to complete the work (including but not limited to current water/sewer license, OSHA competent person training, and other licenses/certificates as required to complete the project); and
- f. The Contractor shall provide adequate certificates of insurance as required by the Corporation.

**7.09 Pre-Payment for Construction and Service.** After the Applicant has executed the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Nonstandard Service Contract.

If the developer is allowed to bid and construct the utility work on behalf of Lake Bonanza WSC it must be in compliance with all State of Texas purchasing rules for bid publication and public bid opening required for Municipalities

**7.10 Construction.**

- e. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed after utility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, approved road sleeves/casings may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
- f. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.
- g. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to issue change-orders of any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

**NAME OF UTILITY:** LAKE BONANZA WATER SUPPLY CORPORATION

**NAME OF TARIFF:** WATER  
November 21, 2024

**SECTION 8.0  
NONSTANDARD SERVICE APPLICATION**

**8.01 Lake Bonanza Water Supply Corporation Nonstandard Service Application**

**LAKE BONANZA WATER SUPPLY CORPORATION  
NONSTANDARD SERVICE APPLICATION**

*Please Print or Type Clearly*

Applicant's Name/Company

\_\_\_\_\_

Address/City/State/ZIP:

\_\_\_\_\_

Phone number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail \_\_\_\_\_

Please attach a legal description of the proposed development as listed in the deed records as a filed plat or parcel of land where other types of nonstandard water/sewer service is requested. Plat requirements include the name of subdivision, owner/developer's name, lot sizes and lot lines, lot numbers, right of way dimensions and dedicated utility easements, legal description, highway and county road numbers, total acreage, adjoining property owners, flood plain, and vicinity map. Instrument must show proof of ownership; preliminary plats are acceptable for discussion purposes but an "approved plat" must be provided before contract closing.

Check type of service application or development:

- Residential Subdivision       Multi-family       Mobile Home Park       Trailer Park       School
- Line Extension       Commercial/Industrial Park       Large Meter (>1")
- Multi-use Facility       Other

Please list all water demand criteria for each meter or meter equivalent, or attach any engineering studies completed for the proposed service:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Maximum number of proposed lots: \_\_\_\_\_ Range of standard lot sizes: \_\_\_\_\_

\_\_\_\_\_

Acreage(s) \_\_\_\_\_



Please describe in detail the nature and scope of the project/development.

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Initial needs

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Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase.

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Please list any additional special service needs not listed above.

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Please provide the flow, pressure and infrastructure needs for anticipated level of fire protection requested or required by ordinance, including line sizes and capacity.

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Please provide the timeline for initiation of this service, and for service to each additional or projected phase following initial service, including a schedule of events leading up to the anticipated date of service. Specify this for all additional or projected phases.

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Please describe how the utility may access the property during evaluation of application.

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**Please attach the following information, as applicable:**

- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- If applying for a single tap that requires a line extension, road bore, or upsizing of facilities, maps or plans detailing the location of the requested service installation and/or extension and details of demand requirements.

**NAME OF UTILITY:** LAKE BONANZA WATER SUPPLY CORPORATION

**NAME OF TARIFF:** WATER  
**EFFECTIVE DATE:** November 21, 2024

**SECTION 9.0  
EMERGENCY WATER RATIONING PROGRAM**

**9.01 Emergency Water Rationing:**

Emergency water rationing shall be activated by Lake Bonanza Water Supply Board Decision based on the availability of water.

See attached Drought Contingency and Water Conservation Plans

The screenshot shows a web browser window with the following elements:

- Browser Tabs:** Public Utility Commission, CCN Mapping Information, <https://www.puc.texas.gov/industry/wat...>
- Browser Address Bar:** <https://www.puc.texas.gov/industry/wat...>
- Browser Navigation:** Back, Forward, Home, Refresh, Stop, Print, Full Screen, Settings, and Other favorites.
- Map Interface:**
  - Title:** Public Utility Commission of Texas Water and Sewer CCN Viewer
  - Search Bar:** Find address or place, Find CCN number, county, or district
  - Map Content:** A map showing various colored zones (blue, green, purple) and labels for roads like Highway 105, MCGALEB RD, and creeks like Rush Creek, Fish Creek, and Mound Creek. A legend indicates "Certificated Service Area (Water)".
  - Map Controls:** Zoom in (+), Zoom out (-), Home, and Location pin.
  - Scale:** 30.350 - 95.584 Degrees, 12,000 ft
  - Footer:** Baylor University, Comery County, TX GIS Office, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin... Powered by Esri