

Tariff
Blocker Crossroads
Water Supply Corporation
(BCWSC)

P.O. Box 60, Elysian Fields, TX 75642

Adopted by Board on: March 22, 2022
Corporation Official: DEOLA CHARTER
Title: Board President

This tariff is effective for utility operations under the following Certificate of
Convenience and Necessity: 12687

This tariff is effective in the following counties:
Harrison County, Texas

FOREWORD – Blocker Crossroads Water Supply Corporation (BCWSC) only provides water services.
Blocker Crossroads Water Supply has used the TRWA sample tariff as the basis of this water tariff

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1. Organization

The Blocker Crossroads Water Supply Corporation (“Corporation” or “WSC” or “BCWSC” or “Blocker Crossroads WSC”) is a member owned, non-profit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to non-profit corporations for the purpose of furnishing potable water and utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.

2. Non-Discrimination Policy

Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.

3. Policy and Rule Application

These policies, rules, and regulations apply to the water services provided by the Corporation. Failure on the part of the Member, Customer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.

4. Corporation Bylaws

The Corporation Members have adopted bylaws which establish the makeup of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation’s office.

5. Fire Protection Responsibility

The Corporation does not provide nor imply that fire protection is available throughout the distribution system, Fire Hydrants installed within the Corporation’s distribution system are provided at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet fire flow requirements or local, county, state, or federal governmental agencies. The Corporation reserves the right to remove any fire hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund or compensation. All flush valves are for the operation and maintenance of the distribution system.

6. Damage Liability

The Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limits of liability of the Corporation is the extent of the cost of service provided. By acceptance of Membership, Member consents to

waiver of such liability.

7. Information Disclosure

The records of the Corporation shall be kept in the Corporation office in Elysian Fields, Texas. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act. The records may not be removed from the Corporation's office, and the Corporation staff reserves the right to require reasonable notice if requests for information and the opportunity to consult its governing body and/or legal counsel prior to disclosure.

In no event and under no circumstances shall the Corporation disclose the Social Security Number, address, telephone number or account records of any member or customer to any person other than an employee of the Corporation.

An individual customer may request in writing that their address, telephone number, and account records be released. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employees' duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member entitled to vote on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members. The Corporation shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such requests.

8. Customer Notice Provisions

The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all consumers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.

9. Grievance Procedures

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

- a. By presentation of concerns to the Corporation's manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party then,
- b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
- c. The Board of Directors shall respond to the complaint by communicating the Board's decision in writing.

- d. Any charges or fees contested as a part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.

10. Customer Service Inspections

The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and non-standard service. The cost of the required customer service inspection will be billed to the member by the Corporation as outlined in Section F. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(j))

11. Prohibition Against Resell of Water

The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) residence or one (1) business. Extension of pipe(s) to share or resell water to any other person, residential dwellings, businesses, or property, etc., is prohibited.

SECTION C. DEFINITIONS

- **Active Service** – The status of any Member receiving authorized service under the provisions of this Tariff.
- **Active Connection** – Water connections currently being used to provide retail water service.
- **Applicant** – A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Blocker Crossroads Water Supply Corporation. A person must have reached age of majority (18) in Texas to apply for service. (Section 129.001, Civil Practice & Remedies Code)
- **Base Rate/ Minimum Monthly Charge**– The monthly charge assessed each Member/Customer for the opportunity of receiving service with an installed metering device installed by the Corporation. In the Text of this Tariff, base rate or minimum monthly charge may be used generically to describe the base rate charged monthly to each Member of Blocker Crossroads Water Supply.
- **Board of Directors** – The governing body elected by the Members of the Blocker Crossroads Water Supply Corporation that is vested with the management of the affairs of the Corporation. (Section 22.001(1), Texas Business Organizations Code)
- **Bylaws** – The rules pertaining to the governing of the Blocker Crossroads Water Supply. (Section 22.001(2), Texas Business Organizations Code)
- **Certificate(s) of Convenience and Necessity (CCN)** – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Blocker Crossroads Water Supply Corporation to provide water utility service within a defined territory. Blocker Crossroads Water Supply Corporation has been issued Certificate Number 12687. Territory defined in the CCN shall be the Certificated Service Area.
- **Corporation** – The Blocker Crossroads Water Supply Corporation.
- **Developer** – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests more than one water service connections on a single contiguous tract of land [as defined in Section 13.2502 (e)(1) of the Texas Water Code].
- **Disconnection of Service** – The discontinuance of water service by the Corporation to a Member/Customer via the locking or removal of a water meter to prevent the use of water.
- **Easement** – A private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable) for both service to an Applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. The easement will be filed in the real property records of the appropriate county or counties.
- **Equity Buy-In Fee** – Each Applicant for new service where a new service tap is necessary shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation’s assets related to capacity that have been made previously by existing Members. This fee shall be assessed prior to providing (or reserving service

for non-standard service applicants) on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested.

- **Final Plat** – A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water easements, and location(s) of lakes, streams, or rivers through the property. The Blocker Crossroads Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For purposes of evaluating Subdivision service requests under Section G. the Corporation may accept preliminary plats or plats awaiting final approval pending execution of agreement for service by the Corporation.
- **Hazardous Condition** – A condition that jeopardizes the health and welfare of the Members/Consumers of the Corporation as determined by the Corporation or regulatory authority.
- **Impact Fee** – This is defined as the Equity Buy-In Fee defined above.
- **Inactive Connection** - Water connections tapped to the applicant's utility and that are not currently receiving service from the utility.
- **Indication of Interest Fee** – A fee paid by a potential Member of the Corporation for the purpose of determining the feasibility of a construction and /or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available.
- **Installation Fee** - A fee charged for all costs necessary for installation of the type of service requested.
- **Liquidated Membership** – A Membership that has been canceled due to delinquent charges or for other reasons as specified in this Tariff.
- **Member** – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in the Corporation and who is a record owner of free simple title to the property in an area served by the water supply service corporation or a person who is granted a membership and who either currently receives or will be eligible to receive water utility service from the corporation. The Member shall be qualified for service and been certified as a member in accordance with the Corporation's Tariff. (Texas Water Code Section 13.002(11), Texas Water Code Section 67.016(d))
- **Membership** – A non-interest-bearing stock or right of participation purchased from the Corporation evidencing a Member's interest in the Corporation. (Texas Business Organizations Code Sections 22.151(c)).
- **Membership Fee** – A fee qualified as such under the terms of the tariff and the bylaws of the Corporation assigned to the real estate designated to receive service. The membership fee shall not be refundable upon termination of service and surrendering the Membership. The membership fee cannot be more than twelve (12) times the minimum monthly base rate. (16 TAC Section 24.3(26) Definitions, Texas Water Code Section 13.043(g))
- **Meter Test Fee** - A fee assessed by the Corporation upon written request of the Member for testing the accuracy of the meter.

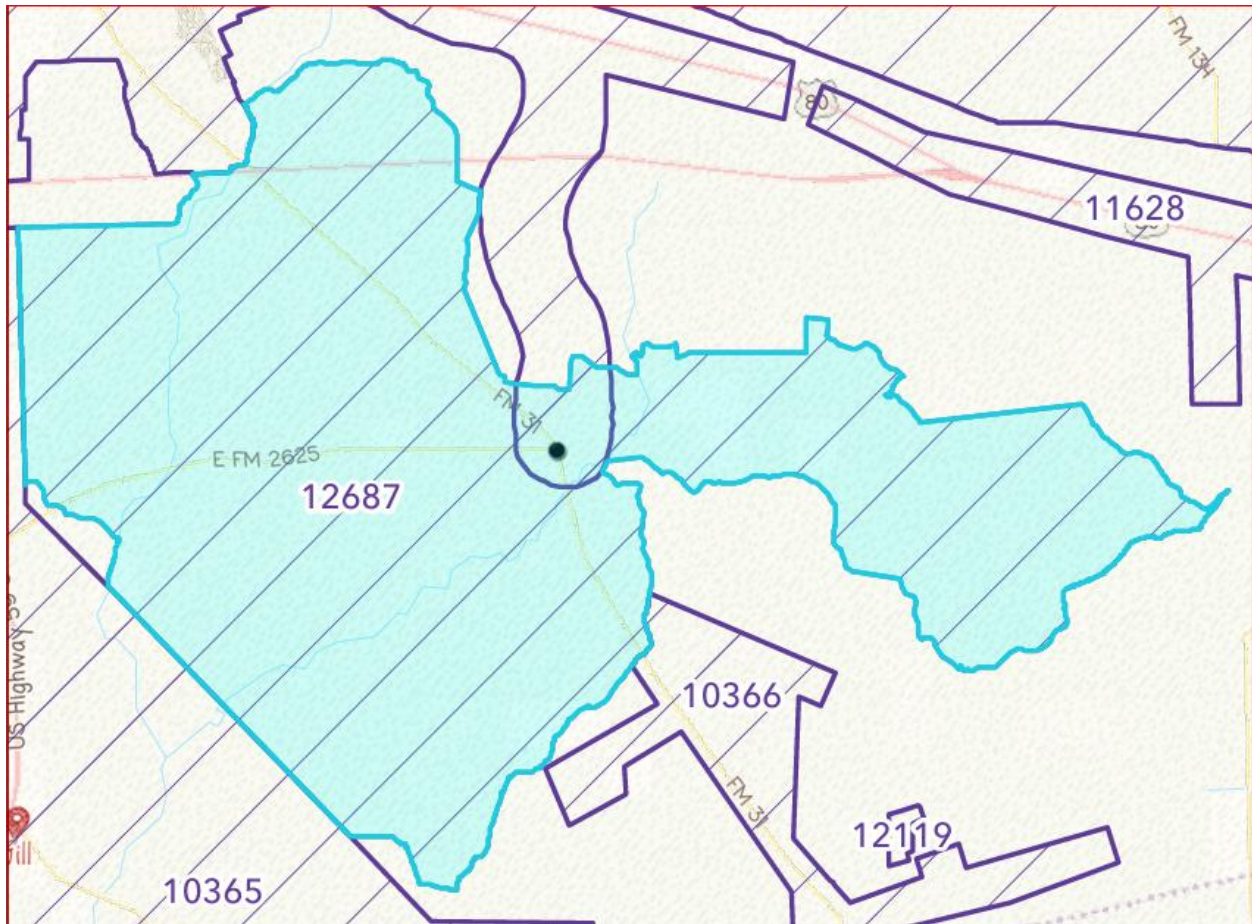
- **Non-Standard Service** – is defined as any service applied for which is not Standard Service, requires a larger than standard 5/8”x3/4” meter, service to a master account or an addition to the distribution system, storage, and/or supply.
- **Public Utility Commission (PUC)** – State regulatory agency having jurisdiction over water and sewer service utilities and appellate jurisdiction over the rates and fees charged by Non-Profit Water and Sewer Service Corporations.
- **Proof of Ownership** – For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate to be served by deed of trust, warranty deed, or other recorded documentation. (See Texas Property Code, Title 3, Chapter 12, Section 12.001 and 12.0011)
- **Rural Utilities Service (RUS)** – An agency of the United States Department of Agriculture Rural Development (USDA) Mission Area that provides loan and grant funds for development of rural water and sewer systems serving communities with a population of less than ten thousand (10,000) people.
- **Renter** – A consumer who rents or leases property from a Member or who may otherwise be termed a tenant.
- **Residence** – A residence is defined as a dwelling containing a kitchen and a bathroom, being used for human habitation.
- **Re-Service** – Providing service to an Applicant at a location for which service previously existed and where there is an existing setting (or tap) for a meter. Costs of such re-servicing shall be based on justifiable expenses in connection with such re-servicing.
- **Reserved Service Availability Charge** – A minimum monthly charge assessed each member who has applied for service with the Corporation but has delayed the installation of meter(s) on the lot or property for which service has been requested. The purpose of the fee is to reserve service capacity at a desired location pending a decision on meter location or pending build out specifics. The fee is paid monthly in lieu of the Base Rate/Minimum Monthly Charge until such a time as a lot may be sold and/or a metered connection is provided as requested.
- **Service Application and User Agreement** – A written agreement between the Member/Applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished.
- **Service Investigation Fee** – A fee for costs associated with determining if service is available and determining cost of service.
- **Service Trip Fee** - A fee charged for any service call or trip to the Member’s tap as a result of a request by the Member or tenant for response to damage of the Corporation’s or another Member’s facilities; for customer service inspections due to new service, reconstruction or changes to any plumbing, irrigation system installation or changes, suspicion of meter tampering, bypass or diversion of service; or for the purpose of disconnecting or collecting payment for services.
- **Service Unit** – The base unit of service used in facilities design and rate making. For the purpose of this Tariff, a service unit is a 5/8” X 3/4” water meter
- **Standard Service** – is defined as service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering

considerations are not necessary. This would include only 5/8" x 3/4" to 3/4" sized meter services set on existing pipelines.

- **Subdivide** – To divide the surface area of land into lots or tracts intended primarily for residential use. (Texas Local Government Code Section 232.021(11))
- **Subdivider** – An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (See also, Texas Local Government Code Section 212.012(i)(2) & 232.021(12) Definitions)
- **Subdivision** – An area of land that has been subdivided into lots or tracts. (Local Government Code Section 232.021(13) Definitions)
- **Surrendered Membership** - A membership in which service has been discontinued upon request of the Member and all indebtedness due to the Corporation has been paid in full.
- **System Development Fee** – A one-time charge to recover the cost of growth associated with capital investments made by the Corporation and future capacity related costs necessary to make service available to serve new customer growth.
- **Tap fee** – all current labor and materials necessary to provide initial individual metered water service.
- **Tariff** – The operating policies, service rules, service extension policy, service rates, water use restriction policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this Board approved tariff is on file at the Corporation office and as required by law at the State Office of the PUC.
- **Texas Commission on Environmental Quality (TCEQ)** – State regulatory agency having jurisdiction over drinking water, water supply and water quality issues for Non-Profit Water Service Corporations.
- **Transfer Fee** - A fee assessed by the Corporation for costs associated with transferring membership on a specific property that already has an installed water tap.
- **Transferee** – An Applicant receiving a Blocker Crossroads WSC Membership by legal means from a Transferor desiring to forfeit and transfer current rights of Membership to another person or entity.
- **Transferor** – A Member who transfers Membership by legal means to another person or entity desiring to qualify for service at a property for which the Membership is currently issued or to the Corporation. (Texas Water Code, Section 67.016)
- **Usage** – Amount billed for water service based on actual or estimated usage.
 1. **Actual Usage** – Amount billed or to be collected based on actual meter reading.
 2. **Estimated Usage** – Amount billed or to be collected based on either the member's historical average usage for the prior six months or for the same month of the prior year where date is available. (PUC Rules 16 TAC §24.87(i) regarding estimated bills.)
- **Water Conservation Penalty** – A penalty that may be assessed under to enforce customer /member water conservation practices during drought contingency or emergency water demand circumstances. (Texas Water Code Section 67.011 (b)).

SECTION D. MAP-CERTIFICATE OF CONVENIENCE AND NECESSITY AREA

This section should include an area map showing the corporation's water and/or wastewater certificated service area. Therefore, the Corporation must make sure that its current service area(s) correspond to the area and/or facilities as approved by the PUC in its Certificate(s) of Convenience and Necessity. It is the responsibility of the Corporation to properly file a map(s) showing its service area with the PUC and to file for any changes in that service area. This copy of the Commission's official service map(s) will serve as documentation in the event of future disputes over service areas.



CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide (BLOCKER CROSSROADS WATER SUPPLY) Service Under Texas Water Code and Public Utility Commission Substantive Rules

Certificate No. 12687

I. Certificate Holder:

Name: Blocker Crossroads Water Supply Corporation

Address: PO BOX 1086, Marshall, TX. 75671

II. General Description and Location of Service Area: rural see map

West: beginning approximately 0.83 miles East of the intersection of US Highway 59 and FM 2625 E in Harrison County.

East: beginning on Fm 2625 to approximately 1 mile west of American Plant Road.

North: beginning approximately .5 miles north of Interstate 20 on Buck Sherrod

North: beginning approximately 200ft south of Interstate 20 on Fm 31 as well as one (1) mile South: of Interstate 20 on Five Notch Road

South: beginning .30 miles north of Old Town Road and .50 miles south of Mercer Road on Blocker Road.

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map maintained in the offices of the Public Utility Commission, 701 N. Congress Avenue, PO Box 13326, Austin, TX 78711-3326 with all attendant privileges and obligations.

This certificate is issued under Application No. 36391-S and subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

SECTION E. SERVICE RULES AND REGULATIONS

1. Application Procedures and Requirements –

For the purposes of this Tariff, service requested by an Applicant and provided by the Corporation shall be divided into the following two (2) classes:

- a. Standard Service
- b. Non-Standard Service
- c. Requirements for Standard and Non-Standard Service
 - I. The Corporation's Water Service Application and User Agreement form shall be completed in full and signed by the Applicant.
 - II. S Right-of-Way Easement Form approved by the Corporation, must be completed by the Applicant for the purpose of allowing future extensions, facility additions to improve or provide services to future applicants.
 - III. The Applicant shall provide proof of ownership or title to property for which service has been requested in a manner acceptable to the Corporation.
 - IV. All Service Applications approved, and cost of service fees quoted by the Corporation shall be presented in writing and shall stand approved at quoted costs for a period not to exceed thirty (30) days. After thirty (30) days, each Applicant shall re-apply for service under the same terms of this Tariff

2. Activation of Standard Service

- a. **New Tap** – The Corporation shall charge a non-refundable service installation fee as required under Section F of this tariff. The service installation fee shall be quoted in writing to the Applicant. Any debt owed to the Corporation, and all fees shall be paid in advance of installation including, as applicable, the Membership Fee, easement filing fees, Road Bore fee, and/or Customer Service Inspection Fee. (16 TAC 24.86 (a)(1)(A))
- b. **Re-Service** – On property where service previously existed, the Corporation shall charge the difference of any deficiency of the full Membership Fee, reconnection costs, any debt owed to the Corporation if the applicant is the person that previously incurred those charges and other applicable costs necessary to restore service.
- c. **Performance of Work** – All tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all requirements for service have been met. The tap for a standard service request shall be completed within Fourteen (14) working days after requirements for service have been met and location services have been completed. This time may be extended for installation of equipment for Non-Standard Service Request.
- d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected at the customers' cost as outlined in Section F of this Tariff, to ensure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality (TCEQ) or successor agency.
 - I. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation annually of any approved backflow prevention device required by the Corporation. (30 TAC 290.46(j))

3. Activation of Non-Standard Service –

- a. Activation of Non-Standard Service shall be conducted as prescribed by terms of Section G of this Tariff.
- b. Re-Service – The same terms which apply under the Activation of Standard Service Sub-Section on Re-Servicing shall be applied to Non-Standard Re-Service requests.

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

5. Back-billing - If a member/customer is undercharged the Corporation may back-bill the member/customer. Back-billing may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in this tariff (See 16 TAC Section 24.87 (h)). If the underbilling is \$25 or more, the utility shall offer to such member/customer a deferred payment plan option for the same length of time as that of the underbilling.

6. Bill Adjustment

- a. **Due to Meter Error -** The Corporation shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section F. of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months but not extending beyond current Membership. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test.

- b. **Due to Estimated Billing**

If the Corporation has estimated usage because the Corporation is unable to access the meter due to circumstances beyond the Corporation's control, such as a natural disaster or because access is hindered or denied by a Member, the Corporation shall adjust the bill once access has been regained and actual usage is determined.

- c. **Due to Leak**

If a customer's monthly bill is higher than normal due to a leak on the customer's side of the meter, the customer may submit a written leak adjustment request to the Corporation. Upon approval of a leak adjustment by the Corporation, the customer shall be charged The amount of one month's average bill for the previous twelve (12) months. Any additional consumption above the customer's average bill shall be charged at the Corporation's current lowest-tier rate that fully covers the cost of service associated with the additional consumption. The Corporation may grant an adjustment if each of the following apply:

- I. the amount of excess water usage reflected in the contested bill is at least three (3) times the customer's average monthly usage;

- II. The Corporation's management or other representative has verified the leak;
 - III. The customer submits documentary evidence that the leak has been repaired within ninety (90) days of repair, including a statement from a plumber and/or receipt(s) for parts purchased to repair the leak; and
 - IV. The customer has not requested a leak adjustment during the previous twenty-four (24) months regardless of the number of meters serving the customer's property or properties.
7. **Billing Cycle Changes** - The Corporation reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the Corporation.
8. **Changes in Service Classification** - If at any time the Corporation determines that the customer service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the disconnection with Notice Provisions of this Tariff
- a. **Charge Distribution and Payment Application** - The Base Rate/Minimum Monthly Charge is for the billing period from the first day of the month to the last day of the month. Charges shall be pro-rated for meter installations and service termination falling during the billing period. Billings for this amount shall be mailed on or about the 1st of the month following the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the member for as long as a meter is installed on the property. A customer does have the option of locking out the meter for a charge to avoid paying the base rate for water not being used.
 - b. **Gallage Usage Charge** – Shall be billed at the rate specified in Section F and billing shall be calculated in one thousand (1000) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.
 - c. **Gallage Usage Payments** - All payments shall be posted against previous balances and late fees prior to posting against current billings.
 - d. **Forms of Payment** - The Corporation will accept the following forms of payment: cash, personal check, cashier's check, money order. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins.
9. **Deferred Payment Agreement** - The Corporation may offer a deferred payment plan to a Member or rental tenant who cannot pay an outstanding balance in full and is willing to pay the balance in monthly installments, up to a maximum of twelve months, as determined by the Corporation, including any late penalty fees or interest on the monthly balance to be

determined as per agreement. Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued. Nonpayment of any amount under an additional deferred payment agreement will cause service to be disconnected immediately and service will not be restored until the account is paid in full and all other charges resulting from the disconnection of service are fully paid. In the event the requestor is a tenant of rental property the Corporation shall notify the owner/member of the deferred payment agreement.

10. Denial of Service - The Corporation may deny service for any of the following reasons:

- I. Failure of the Applicant or Transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges;
- II. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
- III. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;
- IV. Failure of Applicant or Transferee to provide representatives or employees of the Corporation with reasonable access to property, for which service has been requested;
- V. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant.
- VI. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested;
- VII. Applicants' service facilities are known to be inadequate or of such character that satisfactory service cannot be provided;
- VIII. Failure of Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code;
- IX. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service.

11. Disconnection of Service - The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section.

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

- I. Returned Checks/Non-Sufficient Funds (NSF) – The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument or NSF notification within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument or to remedy of a NSF shall be made by cash, money order, or certified check. Failure to meet these terms

- shall initiate disconnection of service. Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a “cash-only” basis for a period of 12 months. **NOTE:** “cash only,” means certified check, money order, or cash.
- II.** Failure to pay a delinquent account for utility service, or failure to comply with the terms of a deferred payment agreement.
 - III.** Violation of the Corporation’s rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation.
 - IV.** Failure of the Member to comply with the terms of the Corporation’s Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.
 - V.** Failure to provide access or hindering access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, threats or intimidation of staff, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
 - VI.** Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.
 - VII.** Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.
 - VIII.** Cancellation of membership by Member on an account that the Member holds for water service to the Member’s renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. (Note: The cancellation of membership must be in writing and signed by the Member in person.) CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LEESSEES.
 - IX.** Violation of any applicable regulation or pertaining to on-site sewage disposal systems if the Corporation has been requested in writing to disconnect service by the TCEQ or the TCEQ’s designated representative under Chapter 366 of the Texas Health and Safety Code.
 - X.** Failure to pay charges arising from service trip fee, meter re-read fee, or meter read fee when Member on self-read plan failed to submit their meter reading.
 - XI.** Failure by a Member to pay for all repair or replacement costs resulting from the Member damaging system facilities including, but not limited to water lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The Corporation

- will provide the Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received, or an acceptable payment plan is approved.
- XII.** Failure to disconnect or secure additional service tap(s) for an RV or other service connection after notification by the Corporation of violation of the Prohibition of Multiple Connections.

b. Disconnection without Notice –

Water utility service may be disconnected without notice for any of the following conditions:

- I.** A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in Texas Health and Safety Code Sections 341.011 or 343.011. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (30 TAC 290.46(i) and 290.46(j)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.
- II.** A line leak on the member's side of the meter is considered a potentially hazardous condition under Section E. 13. a. 1, as stated above. If the Corporation conducts a Customer Service Inspection and discovers that the line leak has created a hazardous condition, the Corporation will provide the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.
- III.** Service is connected without authority by a person/entity who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
- IV.** In instances of tampering with the Corporation's meter tap or equipment, bypassing the meter or equipment, or other diversion of water service.

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

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

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

- II. Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
- III. Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
- IV. Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
- V. Failure of the Member to pay charges arising from an underbilling due to any faulty metering unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters Section E. 14. of this Tariff.
- VI. Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation is unable to read the meter due to circumstances beyond its control.

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

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

f. Disconnection for Ill Customers - The Corporation may not discontinue service to a delinquent residential Member or tenant under an alternative billing agreement permanently residing in an individually metered dwelling unit when that Member or tenant establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in accordance with Subsection (a) of this Section if the next month's bill and the past due bill are not paid by the due date of the next month's bill unless the Member or tenant enters into a Deferred Payment Agreement. The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness as per this subsection.

12. Disputed Bills - In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall make and conduct an investigation as required by the particular case, and report the results in writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the transferee, as provided under Sub-Section 17.c.3.I

13. Due Dates, Delinquent Bills, and Service Disconnection Date

- a. The Corporation shall mail all bills on or about the 1st of the month. All bills are considered the responsibility of each person signing the Water Service Application and

User Agreement Form. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately sixteen (15) days to pay), after which time a penalty shall be applied as described in Section F. The time for payment by a political subdivision may be different than your regular due date. (See Texas Government Code 2251.021) A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A 7-day grace period may then be allowed for delayed payments prior to mailing of final/disconnect notices. Final/disconnect notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final/disconnect notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

- b. The board of directors or general manager may elect to not charge a late fee or disconnect fee in accordance with this Tariff during or after the occurrence of a natural disaster or other incident that impacts the property of members or interrupts the management and operation of the system.
- c. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 16-day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Texas Utilities Code Sections 182.001 - 182.005) If this request originates from a tenant at a rental property the owner / member will be notified in writing of any extension request.
- d. All insufficient fund checks, accounts closed or checks or money orders that have had a "stop payment order" issued for payment of a water bill will be deemed delinquent as if no payment was received and the meter is subject to disconnection with notice on the regular disconnection day.

14. Inoperative Meters - Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

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

- a. Delinquency in payment for service by a previous member or occupant of the premises to be served;
- b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;

- c. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;
- d. Failure to pay a bill of another member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service;
- e. Failure to pay the bill of another member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

16. Members and Renters - Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties:

- a. Is responsible for all charges due the Corporation.
- b. The membership for rental or leased properties shall be in the name of the Member/Property Owner as required by this Tariff.
- c. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee.
- d. The Member shall be required to sign an Alternate Billing Agreement if the Member requests that the tenant be billed for utility service.
- e. The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill.
- f. The Corporation will notify the Member of the renter's past due payment status. Such notification will be subject to a service charge.
- g. If at any time the member requests that membership be canceled, thereby discontinuing service to an occupied rental property, the member shall provide proof to the corporation that written notice provided to the tenant(s) has a minimum of five (5) days prior to the scheduled disconnection date.

17. Membership –

- a. **Eligibility** - Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership** - Upon qualification for service, qualification for Membership, payment of the required fees, and any debt owed to the Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation's water utility service and one (1) membership certificate. Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. Each Membership and Certificate thereby represented may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code Section 67.016)

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

NOTE (2): In the event the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed, and the forms are returned as required.

c. Transfers of Membership - (Texas Water Code Section 67.016)

1. A Member is entitled to transfer Membership in the Corporation only under the following circumstances:
 - (a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
 - (b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
 - (c) The Membership is transferred without compensation or by sale to the Corporation; or
 - (d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.
2. In the event that Membership is transferred such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall be considered a new application for service and is not binding on the Corporation until such transfer has been approved.
3. Qualifications for service upon transfer of Membership shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:
 - (a) A Transfer Authorization Form has been completed by the Transferor and all indebtedness due to the Corporation has been paid.
 - (b) The Transferee has completed the required Application Packet including granting the Corporation with a private utility easement on the form provided by the Corporation;
 - (c) The membership has not been fully or partially liquidated; and
 - (d) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.
4. If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10th day according to

disconnection with notice requirements. Additional time may be allowed at the directions of the manager or board.

- d. **Cancellation of Membership** - To keep a Membership in good standing, a Base Rate/Minimum Monthly Charge must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership, properly documented, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service of this Tariff. (Texas Water Code Section 67.016)
- e. **Liquidation Due to Delinquency** - When the amount of the delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership, the Corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation provided proper notice has been given. The Corporation shall collect any remaining account balances by initiation of legal action
- f. **Cancellation Due to Policy Non-Compliance** - The Corporation may cancel a Membership any time a Member fails to comply with policies of the Corporation, including but not limited to Member's failure to provide proof of ownership of the property from which the Membership arose. (Texas Water Code Section 67.016)
- g. **Re-assignment of Canceled Membership** -
 - I. The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water service is requested (Texas Water Code Section 67.016). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.
 - II. The Corporation shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or nonjudicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property, and it is not feasible for the mortgage institution to be the Member.

- h. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings** - Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless extraordinary circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding 12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the Disconnection with Notice Provisions of this Tariff, with a copy of the notice to the bankruptcy Trustee.
- i. **Cancellation and Re-Assignment of Membership as a Result of Divorce (or Dissolution of Joint Tenancy)** - The Corporation shall transfer the membership to a spouse (or joint tenant) who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse (or joint tenant) requesting transfer, such as final divorce decree, temporary court order, or agreement. In no event shall any membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

18. Member's Responsibility -

- a. The Member shall provide access to the meter tap location as per the easement and service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then water service shall be discontinued and the meter removed with no further notice. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- b. The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.
 - I. All water connections shall be designed to ensure against on-site sewage contamination, back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46, Texas Health & Safety Code Chapter 366)
 - II. The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.46)
 - III. A Member owning more than one (1) Membership shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.

- IV. The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter or other service equipment as installed. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.
- V. The Corporation shall require each Member to have a cut-off valve within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stops or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges.
- VI. The member is required to notify Texas 811 (as outlined in Texas Utility Code Chapter 251, otherwise known as Texas one Call Law) and Blocker Crossroads WSC at least two (2) business days prior to digging or excavation activities on their property to allow for utility and water lines to be marked. The Member shall be liable for all damages to the Corporation's facilities, water lines or equipment due to negligence or failure to request marking of underground utility lines. The Member will be charged a fee equal to the actual costs for all labor, material, equipment, and other costs incurred by the Corporation as a result of damage incurred.

19. Meter Relocation –

Relocation of services shall be allowed by the Corporation provided that:

- a. The relocation is limited to the existing property designated to receive service;
- b. A current easement for the proposed location has been granted to the Corporation;
- c. The Member pays the actual cost of relocation plus administrative fees if the member requests relocation;
- d. The Corporation may relocate a meter within the easement to meet the Corporation's requirements/needs.

20. Meter Tampering and Damage to Property –

- a. For purposes of this Section, the term "Tampering" shall mean meter-tampering, bypassing, or diversion of the Corporation's service equipment, or other instances of diversion, including:
 - I. removing a locking or shut-off device used by the Corporation to discontinue service,
 - II. physically disorienting the meter tap,
 - III. attaching objects to the meter to divert service or to by-pass,
 - IV. inserting objects into the meter,
 - V. other electrical and mechanical means of tampering with, by-passing, or diverting service,
 - VI. connection or reconnection of service without Corporation authorization;
 - VII. connection into the service line of adjacent customers of the Corporation; and
 - VIII. preventing the supply from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capability.

The burden of proof of Tampering is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by sworn statement by the corporation's staff when any action regarding Tampering is initiated. A court finding of Tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services of the corporation shall be prosecuted to the extent allowed by law under the Texas Penal Code Sections 28.03 and 12.21 and 12.22

- b. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall disconnect service without notice and charge the person who committed the Tampering the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.
- c. A person who otherwise destroys, defaces, damages, or interferes with Corporation property will be charged the total actual loss to the Corporation including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues. The Corporation also will prosecute the offending party to the extent allowed under law pursuant to Texas Water Code Section 49.228 and other applicable laws.
- d. In addition to actual damages charged under subsection (b), the Corporation may assess a penalty against the offending party. The penalty shall not exceed six (6) times the Base Rate. **Note:** For purposes of this section, "offending party" means the person who committed the Tampering or damaged the property.

21. Ownership of Equipment Property - All water meters and equipment and materials required to provide water or wastewater service to the point of customer connection; water meter or service tap, is the property of the Corporation upon installation, and shall be maintained by the water system only.

22. Prohibition of Multiple Connections To A Single Tap -

- a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter tap. If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations, service will be disconnected without notice provisions of the Tariff.
- b. For purposes of this section, the following definitions shall apply:
 - I. A "multiple connection" is the connection to any portion of a member's water system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be consider a multiple connection if:
 - 1st. those structures are located on the same tract as the primary delivery point and
 - 2nd. such structures are not used as a residence or as a commercial or industrial facility.
 - II. A "primary delivery point" shall mean the physical location of a meter tap that is installed in accordance with this Tariff and applicable law and which provides water service to the residence or commercial or industrial facility of a member.

- III. A “residence” shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the Corporation.
- IV. “Commercial” facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A business conducted within a member’s residence or property that does not require water in addition to that provided to the member’s residence shall not be considered a separate commercial facility.
- c. The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three (3) months in a consecutive 365-day period. If the recreation vehicle/travel trailer is being used as a permanent residence, this Tariff requires that an additional membership be secured, and a separate meter installed. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The member must submit a written request to the corporation’s business office at least five (5) business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that water service will be cut off in ten days if the situation is not corrected.
- d. If a Member is found to be in violation, the Member shall be afforded the opportunity to correct the violation within 10 days to avoid disconnection of service.

23. Service Entitlement - The Applicant(s) shall be considered qualified and entitled to water and/or sewer utility service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. (16 TAC 24.85(a))

24. Service Location and Classification - For the purposes of this Tariff, service requested by the Applicant(s) shall be for real estate designated to receive the service provided by the Corporation. Service shall be through a meter tap located on that designated real estate unless otherwise approved by the board. Service shall be divided into the following classes:

- a. **Standard Service** is defined as service on a specific property designated to receive service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include 5/8” or 3/4” sized water meter services set on existing pipelines or connected to water lines no more than five feet in depth.
- b. **Non-Standard Service** is defined as any service applied for which is not a Standard Service, required a larger meter, service to a master metered account, or requires an addition to the distribution system, storage, and/or supply. The service requirements as

prescribed in this Tariff for Non-Standard Service shall be required prior to providing service.

25. Service Requirements - The Corporation's Water Service Application and User Agreement (Contract) shall be completed in full and signed by the Applicant(s). Where applicable, in addition to the applicant, any other person sharing an ownership interest in and receiving service at that property shall sign the Water Service Application and User Agreement (Contract); however, even if the spouse or other person sharing an ownership interest does not sign the Water Service Application and User Agreement (Contract), they are still responsible for all terms set forth therein, and for any debt obligation related to the account.

- a. A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, required by the Corporation, must be completed by the Applicant for the purpose of allowing future facility additions.
- b. The Applicant shall provide proof of ownership of property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty deed, deed of trust or other recordable documentation of title to the real estate designated to receive service. (Texas Water Code Sections 67.016 (d), and 13.002 (11) See also Uniform Partition of Heirs Property Act, Property Code Chapter 23A).
- c. On the request by the property owner or owner's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. The Corporation shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in Section E. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the property. It shall be the responsibility of the property owner to obtain the memberships required for each individual meter.
- d. Notice of application approval and costs of service determined by the Corporation shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time, the Applicant must re-apply for service. (16 TAC 24.81(a)(1)).
- e. If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant the easement(s) required under this Tariff and in addition to the normally required fees for new customer service, shall pay such sums as are reasonably necessary to cap the existing line in the ROW and construct the appropriate line or lines within that easement or easements for the Corporation's system-wide service.

- f. The Corporation shall provide to each service applicant or transferee notice that the Corporation may not disclose personal information in a customer's account record, or any information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage, unless the customer requests in writing that the Corporation disclose the information. See, Texas Utilities Code Section 182.052(c).

SECTION F. RATES AND SERVICE FEES

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

1. Additional Assessment

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, this fee or assessment will be billed and collected as a “pass through” charge to the customer.

2. Assessments

If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water charges to be insufficient for the payment of all costs incident to the operation of the Corporation’s system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment of indebtedness for the year’s operations. (See Article XVIII of USDA Model Bylaws, Section 1 Rev.12-2011)

3. Capital Improvement Charge – The Corporation shall charge a Capital Improvement Charge as follows:

- Standard Service Applicants seeking connections at a location with-in the Corporation’s CCN having had a prior service connection shall be required to achieve parity with existing Members of the Corporation by paying a Capital Improvement charge of \$250.00.

4. Customer History Report Fee

A fee of \$25.00 shall be charged to provide a copy of the Member’s record of past account information in response to a Member’s request for such a record.

5. Customer Service Inspection Fee

A fee of \$200.00 will be assessed each Applicant before permanent continuous service is provided to new construction.

6. Disconnect Fee

Fee of \$75.00 shall be assessed for the disconnection of water service for any membership.(see Re-Connect Fee)

7. Easement Fee

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

costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant.

8. Equipment Damage Fee

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

9. Impact Fee (Equity Buy-In Fee)

In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation's assets related to capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per-service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee is not a tap fee. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production.

10. Information Copy Fee

A \$0.35 fee per page for the copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the Texas Government Code Section 552.261 et. Seq. If the request results in more than 50 pages, the charge for labor and overhead shall be \$20.00 per hour taken to make the document copies.

11. Installation Fee

The Corporation shall charge a installation fee for service as follows:

- a.** Standard Service shall include all current labor, materials, engineering, legal, and administrative costs necessary to provide individual metered service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.
- b.** Non-Standard Service shall include any and all construction. Labor, and materials, administration, legal, and engineering fees, as determined by the Corporation under Section G of this Tariff.

- c. Standard and Non-Standard Service Installation shall include all costs of any pipeline relocations.

12. Late Payment Fee

Once per billing period, a penalty of \$10.00 shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing period but shall be applied to any unpaid balance during the current billing period.

13. Membership Fee

At the time the application for service is approved, a non-refundable Membership Fee of \$250.00 must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate.

14. Meter Tampering and Damage to Property Penalty

In addition to the Equipment Damage Fee, the Corporation may charge a penalty for "Tampering" as defined in this Tariff. The penalty may only be assessed against the person who committed the Tampering. The penalty cannot be assessed against the Member for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.

15. Monthly Charges -

a. Base Rate Water Service

The monthly charge for standard metered water service is \$35.00 for a 5/8" X 3/4" meter and includes the first one thousand (1000) gallons of water provided. The 5/8" X 3/4" meter charge is used as a base multiplier for larger non-standard meters in accordance with the following chart based on American Water Works Association Residential Meter Equivalent specifications:

METER SIZE	Standard 5/8" x 3/4" Meter Equivalents	BASE RATE (MINIMUM MONTHLY RATE)
5/8" x 3/4" meter	1	\$35.00
1" meter	2.5	\$87.50
1 1/2" meter	5	\$175.00
2" meter	8	\$280.00
3" meter	17.5	\$612.50
4" meter	30	\$1050.00
6" meter	62.5	\$2187.50

- b. Gallonage (Usage) Charge** - In addition to the Base Rate, a gallonage (usage) charge shall be added at the following rates for usage during any one (1) billing period.

- First thousand (1000) gallons are included in the base rate of \$35.00.
- \$5.00 per 1,000 gallons for 1,001 gallons up to 10,000 gallons
- \$5.50 per 1,000 gallons for 10,001 gallons to 20,000 gallons

- \$6.00 per 1,000 gallons for 20,001 gallons to 100,000 gallons
- \$8.00 per 1,000 gallons for 100,001 gallons to infinity gallons

The Corporation shall, as required by Texas Water Code Section 5.701, collect from each of its retail customers a regulatory assessment equal to one-half of one percent (.5%) of the charge for retail water service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section F. Monthly Charges of this Tariff. (16 TAC 291.76(d).)

16. Meter Test Fee - The Corporation shall test a Member's meter upon written request of the Member Under the terms of Section E. of this Tariff, a charge of \$250.00 shall be imposed on the affected account.

17. Non-Standard Service Investigation Fee – All Non-Standard Service Requests require submission of a Non-Standard Service Application. Upon submission the Applicant shall be assessed a fee of \$2250 to cover the initial administrative, legal, and engineering fees. Any additional expenses incurred by the Corporation as a result of efforts by the Corporation to study service requirements of the Applicant shall be paid by the Applicant.

18. Other Fees

All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a Member or the general public shall be charged to the recipient based on the cost of providing such service.

19. Owner Notification Fee

The Corporation shall assess a fee of \$25.00 per notification to a Member/Owner of a delinquent account status for accounts with signed Alternate Rental Agreements prior to disconnection of service.

20. Reconnect Fee

The Corporation shall charge a fee of \$75.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E. 1. b. Re-Service.

21. Regulatory Assessment

A fee of 0.5% of the amount billed for water service will be assessed to each customer; this assessment is required under Texas law and TCEQ regulations. NOTE: The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non potable (not drinkable) water. (Ref. TCEQ RG-199 revised Sept. 2017; TCEQ Section 291.76 (c))

22. Returned Check Fee

In the event a check, draft, or any other similar instrument is given by a person, firm,

corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$25.00.

23. Service Trip Fee

The Corporation shall charge a trip fee of \$75.00 for any service call or trip to the Member's tap as a result of a request by the Member or tenant for response to damage of the Corporation's or another Member's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation shall charge \$50.00 per employee per hour for each additional hours required.

24. System Development Fee - A one-time charge of \$2000.00 per connection for new Standard and Non-Standard service requests to cover the cost of growth associated with future capital investments to be made by the Corporation and/or future capacity-related costs necessary to make service available to serve new customer growth.

25. Transfer Fee - A Fee of \$100.00 shall be assessed for the transfer of any membership.

SECTION G. 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. 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 Non-Standard Service are determined, including the Non-Standard 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 Non-Standard 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 Non-Standard Service will be furnished to the property. In most cases, the Applicant shall be the owner of real property for which Non-Standard Service is sought. In the event that the Applicant is other than the owner of real property, the Applicant must furnish evidence to the Corporation that it is authorized to request Non-Standard Service on behalf of such owner, or that it otherwise has authority to request Non-Standard Service for the real property.

- 2. Application of Rules** - This Section is applicable to subdivisions, additions to subdivisions, developments where service to a single tract or more than one tract is necessary, and/or whenever additional piping, service facilities, etc. are required to accommodate individual, multiple, commercial or industrial Applicant's service request. 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 and service lines exceeding 5 feet. 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.
- 3.** 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 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 Contract by the Corporation:

- a. The Applicant shall provide the Corporation with a completed Non-Standard Service Application. The Applicant shall specify any Special Service Needs, such as large meter size, size of subdivision or multi-use facility.
- b. The Applicant shall provide the Corporation with a signed letter containing information pertinent to the service being requested.
- c. 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 government 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.

- d. A Non-Standard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G. 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.
- e. 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:
 - i. The service location is contiguous to the Corporation's CCN
 - ii. The service location is not in an area receiving similar service from another retail Corporation;
 - iii. The service location is not within another retail Corporation's CCN; and
 - iv. 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).

- 5. Design** - The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract in accordance with the following schedule:
- a. The Corporation's engineer shall design 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 Non-Standard Service Investigation Fee allotted for Engineering Services. If the Applicant's service request exceeds the allotted fee amount, The Applicant shall pay the balance of engineering fees prior to commencing with the service investigation.
 - c. The Consulting 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.
- 6. Non-Standard Service Contract** - Applicants requesting Non-Standard Service may be required to execute a Non-Standard Service Agreement or written contract, drawn up by the Corporation's Attorney, in addition to submitting the Corporation's Non-Standard 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. Define all costs associated with required administration, design, construction, and inspection of facilities for water/sewer service to the Applicant's service area and terms by which these costs are to be paid.
 - b. Terms by which Front End Capital Contributions, System Development fees, capacity fees and/or Equity buy-in costs in addition to other costs required under this section.
 - c. Define procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
 - d. Terms by which monthly Service Availability Charges as applicable to the service request.
 - e. 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.
 - f. Definition of meter set/Installation Fees on a per tap basis.
 - g. 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.
 - h. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project.
 - i. 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, including any enforcement of warranties, in connection with the project.
 - j. 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.
 - k. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.
- 7. Construction of Facilities by Applicant Prior to Execution of Service Contract -** The Corporation and the Applicant must execute a Non-Standard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Applicant. If 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.
- 8. Dedication of Water System Extension/Improvements to WSC -**
- 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 twelve (12) months following the date of the transfer.
- 9. 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 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 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 the 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.

10. 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 Non Standard 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 wetet 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.

11. Pre-Payment For Construction and Service - After the Applicant has executed the Non-Standard 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 Non-Standard Service Agreement.

12. Construction -

- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility 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.
- b. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure compliance with Corporation standards.
 - c. 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.

PART II. Request for Service to Subdivided Property

This section contains additional requirements for applicants that are developers as defined in Section Definitions.

1. Sufficient Information.

Applicants shall provide the corporation sufficient information describing the level and manner of service requested and the timeline for initiation of this service. The following is the minimum information needed for an engineering evaluation of the requested service to the property described in the application.

- a. Completion of requirements described in Section G. Part I., including completing the Non-Standard Service Application.
- b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.
- c. Applicant shall be notified in writing by the Corporation or designated representative of the timeframe within which the requested service can be provided and the costs for which the applicant will be responsible, in accordance with the details described on the Applicant's request for service.

2. Service within Subdivisions –

The Corporation's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the non-standard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the Corporation under the provisions of this Tariff and specifically the provisions of this Section. If the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the Corporation is obligated to provide water/sewer service (Texas Water Code Section 13.2502). In addition, Corporation may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. The Applicant is advised that purchasers of lots also may have legal recourse against the Applicant under Texas law, including but not limited to Texas Water Code Section 13.257, and the Texas Business and Commerce Code Chapter 17, Subchapter E Deceptive Trade Practices & Consumer Protection Act.

- a. The Applicant must provide the following in addition to all other information otherwise required by this Section:

- (1) Map and legal description of the area to be served using map criteria in 16 TAC 24.105(a) (2) (A-G)).
- (2) Time frame for:
 - (a) Initiation of service
 - (b) Service to each additional or projected phase following the initial service
- (3) Detailed description of the nature and scope of the project/development for:
 - (a) Initial needs
 - (b) 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
- (4) Flow and pressure for anticipated level of fire protection requested, including line size and capacity
- (5) Specific infrastructure needs for anticipated level of fire protection requested, including line size and capacity
- (6) Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
- (7) Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.

Applicant must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant can be provided within the time frame specified by the Applicant and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant proposes development in phases, the Applicant should specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant must depict the currently estimated location of each phase on the maps required under 16 TAC Section 24.105(a)(2)(A-G). It is important that the Applicant's written request be complete. A complete service application by the Applicant should include:

- The proposed improvements to be constructed by the Applicant;
- A map or plat signed and sealed by a licensed surveyor or registered professional engineer;
- The intended land use of the development, including detailed information concerning the types of land uses proposed;
- The projected water and/or sewer demand of the development when fully built out and occupied, the anticipated water/sewer demands for each type of land use, and a projected schedule of build-out;
- A schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.

Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the Corporation that he/she may request expedited decertification from the PUC.

Upon payment of the required fees, the Corporation shall review Applicant's service request. If no additional information is required from Applicant, the Corporation will prepare a written report on Applicant's service request, subject to any final approval by the Corporation's governing body (if applicable) which must be completed within the 90 days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).

In the event the Corporation's initial review of the Applicant's service shows that additional information is needed, the Corporation will notify Applicant of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the Corporation receives the Applicant payment of the required fees. Applicant shall respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's written request. The Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within 90 days from the date of the initial written application and payment of all required fees.

By mutual written agreement, the Corporation and the Applicant may extend the time for review beyond the 90 days provided for expedited petitions to the PUC.

3. Final approval. Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a non-standard service contract will be executed and the Corporation shall provide service according to the conditions contained in the Non-Standard Service Contract.

SECTION H. DROUGHT CONTINGENCY PLAN

BLOCKER CROSSROADS WATER SUPPLY CORPORATION

Drought Contingency Plan

September 1, 2024

Name:	<u>BLOCKER CROSSROADS Water Supply Corporation</u>	
Address:	<u>Mail: PO BOX 60, Elysian Fields Physical office:17973 FM 31</u>	
Telephone Number:	<u>(903)633-2250</u>	<u>Email: waterdept2019@gmail.com</u>
PWS#: 1020077	<u>RN101438034</u>	<u>CN600654768</u>
Regional Water Planning Group:	<u>EAST TEXAS COUNCIL OF GOVERNMENTS</u>	
Form Completed by:	<u>Angelia Mason</u>	
Title:	<u>Office Manager</u>	
Person responsible for implementation:	<u>Michael Mason, President</u>	<u>903-633-2250</u>
Signature:	<u><i>Michael Mason</i></u>	<u>Date:9/1/2024</u>

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the BLOCKER CROSSROADS WATER SUPPLY CORPORATION (BCWSC) hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the BCWSC by means of posted notices, social media, and website notices.

Section III: Public Education

The BCWSC will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of posting on BCWSC website and notice on water bills.

Section IV: Coordination with Regional Water Planning Groups

The service area of the BCWSC is located within the East Texas Council of Governments and BCWSC has provided a copy of this Plan to East Texas Council of Governments.

Section V: Authorization

The President of the BCWSC Board, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The President of the BCWSC Board or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the BCWSC. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by BLOCKER CROSSROADS WATER SUPPLY CORPORATION.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Foundation watering: an application of water to the soil directly abutting (within two feet) the foundation of a building, structure.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan.
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle.
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection.
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street.
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools.
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purpose other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Criteria for Initiation and Termination of Drought Response Stages

The President of the BCWSC Board or his/her designee shall monitor water supply and/or demand conditions on a monthly basis, unless notified by the System Operator of a problem warranting immediate action, and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

The triggering criteria described below are based on BCWSC’s water supply sources and a statistical analysis of the vulnerability of the Water source under drought of record conditions: And historical data applicable during prior drought periods as related to the system’s ability to provide water during periods of high demand.

Utilization of alternative water sources and/or alternative delivery mechanisms: purchased water when available.

Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII Definitions, when 60% of the “safe” pumping capacity of the water supply system.

Requirements for termination

Stage 1 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of three consecutive days.

Stage 2 Triggers – MODERATE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when 70% of the “safe” pumping capacity of the water supply system.

Requirements for termination

Stage 2 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of three consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 Triggers – SEVERE Water Shortage ConditionsRequirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when 80% of the “safe” pumping capacity of the water supply system.

Requirements for termination

Stage 3 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of three consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Triggers – CRITICAL Water Shortage ConditionsRequirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when 90% of the “safe” pumping capacity of the water supply system.

Requirements for termination

Stage 4 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of three consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Stage 5 Triggers – EMERGENCY Water Shortage ConditionsRequirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when the President of the BCWSC Board or his/her designee, determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; **or**
2. Natural or man-made contamination of the water supply source(s).

Requirements for termination

Stage 5 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of three consecutive days.

Section IX: Drought Response Stages

The President of the BCWSC Board or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The President of the BCWSC Board or his/ her designee shall notify the public by means of:

Direct mail to each customer (when mandatory restrictions imposed as appropriate to respective drought stage allows for such a method of notification)

Notice posted on social media page

Notice posted on website: www.BCWSC.com

Signs posted in public places

Additional Notification:

The President of the BCWSC Board or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities when Stage 4 or higher drought stage is implemented:

County Judge & Commissioner(s)

TCEQ (required when mandatory restrictions are imposed)

Major water users

Stage 1 Response – MILD Water Shortage Conditions

Target: Achieve a voluntary 10% percent reduction in gallons pumped daily.

Best Management Practices for Supply Management:

BCWSC to reduce the flushing of water mains

Voluntary Water Use Restrictions for Reducing Demand:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.
- (b) All operations of the BLOCKER CROSSROADS WATER SUPPLY CORPORATION shall adhere to water use restrictions prescribed for Stage 1 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response – MODERATE Water Shortage Conditions

Target: Achieve a 15% percent reduction in gallons of water pumped daily

Best Management Practices for Supply Management:

BCWSC to discontinue routine flushing of mains.

Water Use Restrictions for Demand Reduction: ALL PERSONS under the threat of penalty for violation, are required to follow the listed water use restrictions below:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the BCWSC.
- (f) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the BCWSC, the facility shall not be subject to these regulations.
- (g) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (h) The following uses of water are defined as non-essential and are prohibited:
 - 1. washing down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.

2. use of water to wash down buildings or structures for purposes other than immediate fire protection.
3. use of water for dust control.
4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response – SEVERE Water Shortage Conditions

Target: Achieve a 30% percent reduction in gallons of water pumped daily.

Best Management Practices for BCWSC Management:

Discontinue all flushing of mains and increased system water loss control.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 2 shall remain in effect during Stage 3 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is always prohibited.
- (b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the BCWSC.
- (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (d) Foundation Watering (within two feet) and watering of trees may occur for two hours one day per week with a hand-held hose or with a dedicated zone using a Drip Irrigation system and/or Soaker Hose, provided no runoff occurs.

Stage 4 Response – CRITICAL Water Shortage Conditions

Target: Achieve a 50% percent reduction in gallons of water pumped daily.

Best Management Practices for Supply Management:

Temporarily suspend any installations for new service connections or system improvements which may increase water demand.

Water Use Restrictions for Reducing Demand:

All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are always prohibited.

- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10 p.m.
- (c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.

Stage 5 Response – EMERGENCY Water Shortage Conditions

Target: Achieve a 50% percent reduction in gallons pumped daily.

Best Management Practices for Supply Management: N/A

Water Use Restrictions for Reducing Demand:

All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited.

Section X: Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from the BLOCKER CROSSROADS WATER SUPPLY CORPORATION for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the President of the BCWSC Board or his/her designee, in accordance with provisions of this Plan.
- (b) Any person who violates this Plan is guilty of a misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the President of the BCWSC Board shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge established by the BCWSC Board and any other costs incurred by the BCWSC in discontinuing service. In addition, suitable assurance must be given to the President of the BCWSC Board that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may be sought through any court of competent jurisdiction.

- (c) Any person, including a person classified as a water customer of the BCWSC, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.

- (d) Any police officer, sheriff, employee of the BCWSC, or other BCWSC representative designated by the President of the BCWSC Board may issue a citation to a person he/she believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged and shall provide directions as to how to respond or appeal. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, or to an agent or employee of a violator. The alleged violator shall appear in municipal court to enter a plea of guilty, not guilty or *Ano contest* for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant.

Section XI: Variances

The President of BCWSC Board, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other conditions for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting exemption from the provisions of this Ordinance shall file a petition for variance with BCWSC within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the President of BCWSC Board, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.