

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT

P.O. BOX 1029
745 PARKER ROAD
WYLIE, TEXAS 75098
(972) 442-2075
Fax (972) 429-9413

RATE ORDER

CERTIFICATE OF CONVENIENCE AND NECESSITY NO. 10192
COLLIN COUNTY, TEXAS

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Prepared by: RAPIER, WILSON & WENDLAND, P.C. 103 W. McDermott Allen, Texas 75013 (972)
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ARTICLE 1

ADOPTION & AUTHORITY

1.01 Date of Enactment. This Rate Order was approved and adopted by the board of directors of the Wylie Northeast Special Utility District on October 11, 2005, pursuant to Ordinance No. 2005-001. This Rate Order supersedes all utility service policies, rules, regulations and tariffs adopted or passed by the board of directors prior to the date of adoption of this Rate Order.

1.02 Preexisting Penalties and Vested Rights. The adoption of this Rate Order shall not affect any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or vested right established or accrued prior to the effective date of the adoption of this Rate Order.

1.03 Official Rate Order; Copies.

(a) Location and Maintenance. The official Rate Order approved by the board of directors shall be maintained by the general manager in the district's regular office. It shall be the duty of the general manager to keep the official Rate Order current, together with any copies thereof, by entering all amendments thereto adopted from time to time by the board of directors.

(b) Copies Available. An official copy of the Rate Order, as amended, shall be available to the public for examination at the district's regular office during regular office hours. A copy of this Rate Order shall be made available upon request and payment of a \$12.00 reproduction charge.

1.04 Conflicts. The rules and regulations of a state or federal regulatory agency of competent jurisdiction shall supersede in the event of a direct conflict with any term or provision of this Rate Order. Each paragraph, sentence, subdivision, section, clause and phrase of this Rate Order is deemed severable and, should any such paragraph, sentence, subdivision, section, clause or phrase be declared unconstitutional or in violation of the law for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of this Rate Order left standing.

ARTICLE 2

STATEMENTS

2.01 Organization. The district was organized by converting the Wylie Northeast Water Supply Corporation to the Wylie Northeast Special Utility District under the terms and conditions of Article XVI, Section 59 of the Texas Constitution and Texas Water Code, Chapters 49 and 65, pursuant to an Order issued by the TCEQ on June 15, 2005 (Docket No. 2005-0002-DIS). The district exists for the purpose of furnishing potable water utility service for domestic use and is subject to the regulations and authority of the TCEQ. The district is managed by a board of directors. Members of the board of directors are elected by qualified voters residing within the boundaries of the district.

2.02 Non-discrimination Policy. Service is provided to all applicants that comply with the provisions of this Rate Order regardless of race, creed, color, national origin, sex, disability or marital status.

2.03 Policy and Rule Application. These policies, rules and regulations contained in this Rate Order apply to service provided by the district. Failure on the part of a customer or applicant to observe these policies, rules and regulations gives the district the authority to deny or discontinue service.

2.04 Fire Protection Responsibility. The district's water system provides potable water primarily for domestic consumption and will provide additional capacity to meet reasonable local demand characteristics. It shall be district policy to design and construct the water system with sufficient capacity to provide fire flows and, following the construction of such facilities, the district will use its best efforts to maintain and operate the water system in accordance with applicable fire flow standards adopted by any governmental authority with subject matter jurisdiction. However, the district's water system does not provide sufficient quantities of water in all areas for firefighting purposes. Therefore, the district does not guarantee or warrant that fire protection is available on the water system. All hydrants or flush valves are for the operation and maintenance of the system and are intended to be used for refill only by authorized fire departments. The district reserves the right at all times to remove any hydrant due to improper use or detriment to its water system, as determined by the district, without notice, refund, or compensation to its contributor unless the hydrant was installed pursuant to the terms of a nonstandard service contract, in which event the terms and conditions of the contract shall apply.

2.05 Damage Liability. The district is not liable for damages caused by service interruptions, events beyond its control, or water system failures. The limits of liability of the district are the extent of the cost of service provided. Notwithstanding anything herein to the contrary, nothing in this Rate Order shall be construed as a waiver of immunity by the district or its officials.

2.06 Public Information. District records shall be kept and maintained at the district's regular office, the location of which shall be established from time to time by formal resolution of the board of directors. Unless accepted from disclosure by state law, any public information collected, assembled, or maintained by or for the district shall be disclosed to the public upon written request in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. The district shall charge a fee for providing a copy of public information as permitted under the act.

2.07 Confidential Customer Records. Upon written request, the district shall keep certain personal information in a customer's account record confidential including the customer's name, address, telephone number and social security number confidential. However, under Texas Utilities Code § 182.054, the submission of confidentiality requests shall not prohibit the district from disclosing such information to:

- I. an official or employee of the state, a political subdivision of the state, or the federal government acting in an official capacity;
- II. an employee of a utility acting in connection with the employee's duties;
- III. a consumer reporting agency;
- IV. a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government;
- V. a person for whom the customer has contractually waived confidentiality for personal information; or
- VI. another entity that provided water, wastewater, sewer, gas, electricity, or drainage service for compensation.

2.08 Notice of Change in Rates. The district will give written notice of a change to monthly water rates by publication, mail or hand delivery to all affected customers at least thirty (30) days prior to the effective date of the new rate. The notice shall the new rates, the effective date of the new rates, the date of adoption by the board of directors, and the name and telephone number of the district representative designated to address inquiries about the rate change. Failure of the district to give the notice shall not invalidate the changed rates or any change based on the changed rate

2.09 Customer Service Inspections. A customer service inspection is an examination of private water distribution facilities for the purpose of providing, denying, or terminating water service. The district requires that a customer service inspection certificate be completed prior to providing continuous water service to new construction and for all new customers as part of the activation of standard and some non-standard service. The district may also require customer service inspections of existing service connections when the district has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to private water distribution facilities. Customer service inspections shall be limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. A customer service inspection is not a plumbing inspection as defined and regulated by the Texas State Board of Plumbing Examiners (TSBPE).

2.10 Public Works Standards. The district adopts applicable sections of the *Standard Specifications for Public Works Construction* (4th Edition), as amended, promulgated by the North Central Texas Council of Governments (NCTCOG), as guidance in the design, installation and maintenance of line extensions and service facilities.

2.11 Sub metering Responsibility. Sub metering and non-sub metering by master metered accounts may be allowed in the district's water system provided the master metered account customer registers with the TCEQ and complies with its rules on sub metering at Title 30, Chapter 291, Subchapter H of the Texas Administrative Code. The district has no jurisdiction over or responsibility to tenants receiving water under a master metered account, and such tenants are not considered customers of the district. Any interruption or impairment of water service to the tenants is the responsibility of the master metered account customer. Any complaints regarding sub metering should be directed to the TCEQ.

2.12 District Forms Policy. The sample forms in Appendices A, B and C are the same or similar to forms used by the district and are attached to this Rate Order for informational purposes only. The district reserves the right to amend, revise or discontinue the use of any form contained in the appendices, and to create and use new forms for any reason including compliance with federal or state laws and regulations, improving administrative efficiency, preparing for future system demands, or addressing the unique service needs of developers and commercial customers.

ARTICLE 3.

DEFINITIONS

3.01 Definitions. The following words and terms, when used in this Rate Order, shall have the following meanings unless the context clearly indicates otherwise:

- (a) **AWWA:** An abbreviation of American Water Works Association.
- (b) **APPLICANT:** A person that applies to the district for service.
- (c) **BOARD OF DIRECTORS (or BOARD):** The governing body of the District elected by qualified voters residing within the district's boundaries in accordance with applicable election laws.
- (d) **CCN:** An abbreviation of Certificate of Convenience and Necessity.
- (e) **CERTIFICATE OF CONVENIENCE AND NECESSITY:** A certificate issued by the TCEQ or its predecessor that authorizes and obligates a retail public utility to furnish, make available, render, or extend continuous and adequate retail water or sewer utility service to a specified geographic area. [See Article 4 and Appendix D].
- (f) **CUSTOMER:** Any person provided with services by the district.
- (g) **CUSTOMER SERVICE INSPECTION:** An examination of private water distribution facilities by the district for the purpose of providing, denying, or terminating water service. [See Section 2.09].
- (h) **DESIGNATED REPRESENTATIVE (or DISTRICT REPRESENTATIVE):** The general manager of the district or a representative or employee of the district engaged in carrying out the terms of or performing services prescribed by this Rate Order pursuant to either general or specific authorization by the general manager or the board of directors.
- (i) **DEVELOPER:** Any person that subdivides land or requests two or more service Connections on a single contiguous tract of land. [See Texas Water Code § 13.2502(e) (1)].
- (j) **DISCONNECTION OF SERVICE:** The discontinuance of water service to a customer of the district.
- (k) **DISTRICT:** Wylie Northeast Special Utility District.
- (l) **EASEMENT:** A private perpetual dedicated right-of-way for the installation of water lines and facilities that allows the district access to property for purposes of operating, maintaining, replacing, upgrading, and/or installing one or more pipelines and appurtenant facilities, and including restrictions to limit installation of structures that may interfere with the district's use of the easement.

(m) **FINAL PLAT**: A complete and exact plan for the subdivision or development of a tract of land which has been approved by all local governments having jurisdiction pursuant to Chapters 212 or 232, Texas Local Government Code. The district shall determine if a plat submitted under this Rate Order qualifies as a final plat.

(n) **GENERAL MANAGER**: The person appointed to the position of general manager of the district by the board of directors and charged with full authority to manage and operate the affairs of the district subject only to orders of the board.

(o) **HAZARDOUS CONDITION**: A condition that jeopardizes the health and welfare of district customers or employees as determined by the district or any other regulatory authority with jurisdiction.

(p) **PERSON**: Any natural person, firm, corporation, cooperative, limited liability company, partnership, unincorporated association, public agency or governmental entity, or any other public or private organization or entity of any type or character.

(q) **RE-SERVICE**: Providing service to an applicant at a location where service previously existed and at which there is an existing connection for a meter. Re-service costs shall be charged as specified in this Rate Order or based on justifiable expenses in connection with such re-servicing

(r) **SERVICE**: Any act performed, anything furnished or supplied, and any facilities or lines committed or used by the district in the performance of its duties under the Texas Water Code to its customers, employees, other retail public utilities and the public, as well as the interchange of facilities between the district and one or more retail public utilities.

(s) **SERVICE AGREEMENT**: A written agreement between a customer and the district defining the type of service provided and the responsibilities of each party regarding the service to be provided. A service agreement may relate to standard or nonstandard service.

(t) **SERVICE AREA**: The geographic area served by the district as described in CCN No. 10192. [See Article 4; Appendix D].

(u) **SERVICE CLASSIFICATION (or SERVICE UNIT)**: The type of water service required by an applicant as may be determined by the district based on specific criteria such as estimated or actual usage, meter size, demand, nature of use, and other relevant factors related to the applicant's request. The base service unit used by the district in facilities design and rate making in this Rate Order is an e" x 3/4" water meter.

(v) **SERVICE INVESTIGATION FEE**: A fee paid by an applicant or potential customer of the district for the purpose of determining the feasibility of providing service or of a construction line extension and/or expansion project.

(w) **SUBDIVIDE**: To divide the surface area of land into lots or tracts. [See Local Gov't Code § 232.021(11)].

(x) **SUBDIVISION**: An area of land that has been subdivided into lots or tracts. [See Local Gov't Code § 232.021(13)].

(y) **TEMPORARY SERVICE**: A classification of nonstandard, nonpermanent water service that the district may provide to an applicant for use during inspection and clean-up following construction of a residential or commercial structure. The district may also provide temporary service for other non-permanent use including road construction, watering crops and/or livestock under drought conditions, or for drilling purposes. The district may provide temporary water service for no more than 90 days from the date temporary service is installed. Temporary service may be extended for one additional 90-day period upon request and approval by the general manager on a case-by-case basis. As a prerequisite to receiving temporary service, an applicant must complete and execute a Temporary Service Agreement and pay the temporary service fee required under Section 7.19 of this Rate Order.

(z) **TCEQ**: An abbreviation of Texas Commission on Environmental Quality.

(aa) **TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**: The Texas state regulatory agency having jurisdiction over water and sewer service utilities.

(bb) **WATER SYSTEM**: The water production, treatment, supply, storage and distribution facilities constructed and/or operated by or on behalf of the district, and any water system line extensions, improvements, and facilities built within the district's boundaries or service area in the future.

3.02 Construction. Words used in the present tense shall include the future tense; words in the singular number include the plural; and words in the plural number include the singular, except where the natural construction of the writing expressly indicates otherwise. The word "shall" is mandatory and not discretionary.

ARTICLE 4.

GEOGRAPHIC AREA SERVED

4.01 CCN Holder. The district has been granted Certificate of Convenience and Necessity No. 10192 for the purpose of providing retail water service in accordance with the Texas Water Code. The CCN was transferred from the Wylie Northeast Water Supply Corporation to the district under TCEQ Docket No. 2005-0002-DIS subject to district compliance with the regulations and orders of the TCEQ and applicable state law. The CCN is valid until amended or revoked by the TCEQ. A copy of CCN No. 10192 is included in Appendix D.

4.02 Service Area Location. The district's service area is located in Collin County, Texas, with portions located in the City of Wylie and Town of St. Paul. The service area is generally bounded on the west by Collin County Road 1378, on the south by the corporate limits of the City Wylie, Texas, on the north by the shores of Lake Lavon, and on the east by the flood plane created by Lake Lavon overflow drainage area.

4.03 Service Area Map. The district is authorized to provide water service within the area indicated as CCN No. 10192 on TCEQ official water service area map WRS-34 as maintained in the offices of the TCEQ at 12015 Park 35 Circle, Austin, Texas.

ARTICLE 5

SERVICE RULES AND REGULATIONS

(Ord. 10-11-05, adopted 10-11-2005; amended and republished by Ord. 2008-002, 02-12-2008)

5.01 Service Entitlement. An applicant requesting service to real property located within the district's service area shall be considered qualified and entitled to water service when proper application has been made, the terms and conditions of service have been met and continue to be met, and all fees have been paid as prescribed. An applicant requesting service to real property located outside the boundaries of the district's service area shall be considered for service in accordance with current district policies on providing service outside the district's service area.

5.02 Service Location and Classification. Service requested by an applicant shall be furnished to real property designated to receive such service by the district. The district shall provide service through a meter located on the designated property unless otherwise approved by the board of directors. All meters connected to the district's water system shall be installed, maintained and owned by the district. Service shall be divided into the following two (2) classes:

- (a) **Standard Service.** Standard service is defined as service from an existing district water main or pipeline that may require a tap but does not require a line extension, construction, or new facilities. Standard water service is provided to a $\frac{5}{8}$ " x $\frac{3}{4}$ " meter set by the district on an existing pipeline. The District may classify applications for service to commercial or industrial uses or for service requiring a one inch (1") or larger meter as non-standard pursuant to subsection (b).
- (b) **Nonstandard Service.** Nonstandard service is defined as service to a subdivision or high-density development, service that requires a larger than one (1") meter, service to a master-metered account, or service that requires an addition to the district's supply, storage or distribution facilities. Applicants for non-standard service shall comply with the service requirements prescribed by Article 6 of this Rate Order prior to receiving service. The district shall determine the appropriate size and type of meter to service non-standard service applicants."

5.03 Service Requirements. Applicants requesting service from the district shall comply with the following requirements:

- (a) Prior to receiving service, an applicant requesting residential or standard water service shall complete and sign a Service Application and Agreement form. [See Form A-01]. Prior to receiving service, an applicant requesting nonstandard service shall complete and sign a Nonstandard Service Application form and otherwise comply with the requirements for nonstandard service in Article 6 of this Rate Order. [See Form B-01].
- (b) As a condition for service, the applicant shall complete and execute an easement and right-of-way, sanitary control easement and/or such other easement form(s) required by the district to obtain a dedicated easement(s) to allow the district a right of access to construct, install, maintain, replace, upgrade, inspect or test any facility necessary to serve the applicant as well as the district's purposes in providing system-wide service. [See Water Code § 49.218; Form A-02].

This requirement may be delayed for non-standard service applicants. New meters shall be located within a utility easement at or near the boundary line of the property designated for service.

- (c) The applicant shall provide proof of ownership, control or possession of the real property designated to receive service by deed, lease or other reliable documentation.
- (d) At the request of a property owner or an owner's authorized agent, the district shall install individual meters owned by the district in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2004, unless the district determines that the installation of individual meters is not feasible. If the district determines that installation of individual meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of sub meters or individual meters. The district shall be entitled to the payment of reasonable costs to install individual meters pursuant to 30 TAC § 291.122(d) and Article 6 of this Rate Order. The cost of individual meter installations shall be prepaid by the property owner as well as the cost of any additional facilities or system improvements required to satisfy the total water service demand of the property at full occupancy, as determined under applicable provisions of Article 6. The district shall consider master metering and/or non-standard service to apartments, condos, trailer/RV parks, or business centers and other similar type enterprises at an applicant's request provided the total numbers of units to be served are all:
 - (1) owned by the same person, partnership, cooperative, corporation, agency, or public or private organization of any type, but not including a family unit;
 - (2) directly inaccessible to a public right-of-way; and
 - (3) considered a commercial enterprise (i.e., for business, rental or lease purposes).

- (e) Notice of application approval and costs of service as determined by the district 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 reapply for service. [30 TAC § 291.81(a)(1); See Forms A-03, A-04].
- (f) If a 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 an easement to the district for the purpose of installing service lines, and the district has documentation of such refusal, the applicant, prior to receiving service, shall grant an easement to the district and, in addition to the normally required fees for new service, shall pay such sums as are reasonably necessary to remove or cap the existing water main in the public right-of-way and to construct the appropriate lines within that easement for the district's system-wide service.
- (g) If an applicant fails to provide all documentation or information required at the time of application, the district will issue written notice that the applicant must provide the documentation and/or information within ten (10) days or service will be terminated. This provision applies to both standard and nonstandard service requests. [See Form C-13].
- (h) If the property to which the applicant has applied for water service or a transfer of service is located outside of the political boundaries of the district, then the applicant shall file with the district an application to annex such property into the district by filing a request for annexation on a form provided by the district.

5.04 Activation of Standard Service

- (a) New Service Connection. The district shall charge a deposit, nonrefundable connection fee, and other applicable fees as required under Article 7 of this Rate Order. The fees shall be quoted in writing to the applicant. [See Forms A-03, A-04]. An applicant must pay all required fees prior to installation of the new service connection.
- (b) Re-service. On property where service previously existed, the district shall charge a deposit, reconnection fee, activation fee, and any other charges applicable to restoring service to the property.
- (c) Performance of Work. All tap, meter and equipment installations specified by the district shall be performed and completed by district employees or designated representatives after all application requirements have been met. The district shall install all taps; meters and equipment necessary to provide standard service after all application and service requirements have been met. The tap for a standard service request shall be completed within five (5) work days whenever practicable, but not later than ten (10) work days after approval and receipt of payment of quoted fees for the property designated to receive service. This time may be extended for installation of facilities and equipment necessary to serve a request for nonstandard service. [See Article 6; 30 TAC § 291.85]

- (d) Customer Service Inspections. The District shall perform a customer service inspection of an applicant's property and private water distribution facilities to insure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the TCEQ or its successor agency. [See Section 2.09]. As a result of such an inspection the District may require that an applicant or customer, at his or her own expense, properly install a backflow prevention device and subsequently inspect, test and maintain the device, and provide all required documentation to the District. [30 TAC § 290.46(j)].

5.05 Activation of Nonstandard Service.

- (a) Activation of Nonstandard Service. Activation of nonstandard service shall be conducted pursuant to Article 6 of this Rate Order.
- (b) Re-service. The provisions applicable to standard re-service requests under Section 5.04(b) shall also apply to nonstandard re-service requests.

5.06 Changes in Service Classification. If at any time the district determines that the service classification of a customer has changed from that originally applied for and that additional or different facilities are necessary to provide adequate service, the district shall require the customer to re-apply for service under the terms and conditions of this Rate Order. Customers failing to comply with this provision shall be subject to disconnection with notice under Section 5.14(a) below.

5.07 Landlords and Tenants

- (a) In cases of landlord/tenant relationships, the district may require both parties to sign an agreement specifying which party is responsible for monthly bills, deposits and other fees. This agreement may be included as a provision of the district's approved service application form. The district shall not require the landlord to guarantee the tenant's customer deposit or monthly service bill as a condition of service. However, if the landlord signs a guarantee of payment for deposits, monthly service bills and fees, the guarantee shall remain in full force and effect until the guarantee is withdrawn in writing by the landlord and copies are provided to both the district and the tenant.
- (b) The owner of property designated to receive service under this Rate Order shall be solely responsible for payment of service extension fees if the facilities will remain in service to the property after the tenant vacates the premises.

5.08 Refusal of Service. The district may refuse to serve an applicant for the following reasons:

- (a) Failure of an applicant to complete all required easement forms and pay all required fees and charges;
- (b) Failure of an applicant to comply with the rules, regulations and policies of the district;
- (c) Existence of a hazardous condition at the applicant's property which would jeopardize the welfare of other customers of the district upon connection;
- (d) Failure of an applicant to provide representatives or employees of the district reasonable access to property, for which service has been requested;

- (e) Failure of an applicant to comply with all rules and regulations of the district which are in this Rate Order on file with the state regulatory agency governing the service applied for by the applicant;
- (f) Failure of an applicant to provide proof of ownership, control or possession of the property designated to receive service to the satisfaction of the district; and/or
- (g) Ownership, control or possession of the real property designated to receive service by deed, lease or other reliable documentation.
- (h) The district has determined that the applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.

5.09 Applicant's Recourse. In the event the district refuses to serve an applicant under the provisions of this article, the district shall inform the applicant in writing of the basis of its refusal and that the applicant may file a written complaint with the board of directors

5.10 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 owner or tenant of the property designated to receive service;
- (b) Failure to pay a bill to correct previous under billing more than six (6) months prior to the date of application;
- (c) Violation of the district'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 customer as guarantor thereof unless the guarantee was made in writing to the district;
- (e) Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill; or
- (f) Failure to comply with regulations or rules for anything other than the type of utility service specifically requested including failure to comply with septic tank regulations.

5.11 Deferred Payment Agreement. The district may enter into a deferred payment or installment agreement, not to exceed a term of one (1) year, with a customer who cannot pay an outstanding balance in full and is willing to pay the balance at a deferred date or in reasonable installments as determined by the district, including any late payment penalties and interest on the monthly balance not to exceed an annual rate of ten percent (10%) simple interest. Finance charges must be clearly stated in the agreement.

5.12 Charge Distribution and Payment Application.

- (a) Base Rate. The applicable base rate shall be charged from the first day to the last day of each billing cycle. The base rate shall be prorated if service is initiated or terminated during a billing cycle. All active service connections shall be subject to this charge whether or not there is use of service.
- (b) Gallonge Charge. A gallonge charge shall be billed at the rate specified in Section 7.07 and shall be calculated in one thousand (1000) gallon increments. Charges for water usage are based on monthly meter readings and are calculated from reading date to reading date. The district shall take all meter readings used in calculating billing
- (c) Posting of Payments. All payments shall be posted against previous balances prior to posting against current billings.

5.13 Due Dates, Delinquent Bills and Service Disconnection Date.

- (a) The district will mail all bills on or about the first (1st) day of each month. Each person that signs a service agreement shall be responsible, individually and collectively, for paying all bills for service provided under the agreement. All bills shall be due and payable upon receipt and are past due beyond the due date indicated on the bill, allowing approximately fifteen (15) days to pay, after which time a penalty shall be applied pursuant to Article 7. Final notices shall be mailed allowing a minimum ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for a regular or final bill falls on a weekend or holiday, the past due date for payment purposes shall be the next day the district office is open for business after said weekend or holiday.
- (b) Upon written request, any residential customer sixty five (65) years of age or older who occupies the entire premises of a dwelling receiving water utility service from the district shall receive an extension of the past due date, without penalty. The extension shall not exceed ten (10) days beyond the usual fifteen (15) day payment period, for a total of no more than twenty-five (25) days from the date the bill is issued.

5.14 Rules for Disconnection of Service. The following describes the rules and conditions for disconnection of service.

- (a) Disconnection with Notice. Water service may be disconnected after proper notice for any of the following reasons:
 - (1) failure to pay a delinquent account for utility service provided by the district, failure to timely provide a deposit, or failure to comply with the terms of a deferred payment agreement;

- (2) Violation of the district's rules pertaining to the use of service in a manner which interferes with the service of others;
- (3) The operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation;
- (4) Failure to comply with the terms of a service agreement, nonstandard service contract or this Rate Order (including, but not limited to, Article 8. Drought Contingency Plan) provided the district has given notice of said failure to comply, and the customer has failed to comply within a specified amount of time after notification;
- (5) failure to provide district personnel or designated representatives access to a meter or to property at which water service is received for purposes of inspecting and verifying the existence of potential hazardous conditions or policy violations;
- (6) Any misrepresentation of fact by an applicant or customer on any form, document or agreement required by the district;
- (7) Failure to re-apply for service upon notification by the district that customer no longer meets the service classification originally applied for under the original service application; or
- (8) Failure to pay a delinquent account for sewer utility service provided by a retail public utility pursuant to an interlocal agreement between the district and such other retail public utility. [See Form C-20].

(b) Disconnection without Notice. Water service may be disconnected without prior notice for the following reasons:

- (1) where 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 violation of Chapter 341 of the Health and Safety Code and regulations adopted pursuant thereto, or where the district has reason to believe a dangerous or hazardous condition exists and the customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition [See Section 5.04(d); 30 TAC § 290.46 (j)];
- (2) Where service is connected without authority by a person who has not made application for service;
- (3) Where service has been reconnected without authority following termination of service for nonpayment; or
- (4) In instances of tampering with the district's meter or equipment, by-passing the meter or equipment, or other diversion of service.

- (c) Disconnection Prohibited. Utility service may not be disconnected for any of the following reasons:
- (1) Failure to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
 - (2) Failure to pay charges arising from an under billing due to any misapplication of rates more than six (6) months prior to the current billing;
 - (3) Failure to pay the account of another customer as guarantor thereof, unless the district has in writing the guarantee as a condition precedent to service;
 - (4) Failure of the customer to pay charges arising from an under billing due to a faulty meter, unless the meter has been tampered with or unless such under billing charges are due under Section 5.21 (Inoperative Meters); or
 - (5) Failure of the customer to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the district 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 customer requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when district personnel are not available to the public for the purpose of making collections and reconnecting service
- (e) Disconnection Due to Utility Abandonment. The district may not abandon a customer or certificated service area without TCEQ approval following written notice to affected customers and similar neighboring utilities.
- (f) Disconnection Due to Illness or Disability. The district may not discontinue service to a delinquent residential customer permanently residing in an individually metered dwelling unit when that customer 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 customer must provide a written statement from a physician to the district prior to the stated date of disconnection. Service may be disconnected in accordance with Section 5.14(a) if the next month's bill and the past due bill are not paid by the due date of the next month's bill.
- (g) Disconnection of Master-Metered Accounts. When a bill for service to a master-metered account customer is delinquent, the following shall apply:
- (1) The district shall send a notice to the customer as required. This notice shall also inform the customer that notice of possible disconnection will be provided to the customer's tenants or occupants of the master-metered property in five (5) days if payment is not rendered before that time.
 - (2) At least five (5) days after providing notice to the customer, and at least five (5) days prior to disconnection, the district shall post notices, stating "Termination Notice," in public areas of the master-metered property to notify tenants or occupants of the scheduled date for disconnection of service.

- (3) The tenants or occupants may pay the district for any delinquent bill on behalf of the customer to avert disconnection or to reconnect service to the master-metered property.

- (h) Payment During Disconnection. The district is not obligated to accept payment of a bill when a district employee or designated representative is at a customer's property for the purpose of disconnecting service.

- (i) Disconnection of Temporary Service. The district may disconnect temporary service with notice to a customer who fails to comply with applicable provisions of this Rate Order or conditions stated in the customer's Temporary Service Agreement.

- (j) Service Restoration. In addition to any other condition of service restoration, every customer whose service has been discontinued for nonpayment of bills, meter tampering, bypassing of meter, or failure to comply with district regulations may be required, before service is resumed, to pay all amounts due the district and to pay a deposit if the district does not currently have a deposit from the customer in the full amount required under Section 7.03.

5.15 Returned Check Policy. Payment by check which has been rejected for insufficient funds, closed account, or for which a stop payment order has been issued is not deemed to be payment to the district. The district shall mail, via the U.S. Postal Service, notice that the returned instrument must be redeemed and an additional returned check fee paid at the district office within ten (10) days of the date of the notice. [See Form C-08]. Redemption of the returned instrument and payment of the returned check fee shall be made by cash, money order, or certified check. Failure to meet these terms shall result in disconnection of service. A customer shall be considered a bad credit risk for having an instrument returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period, and may be placed on a "cash-only" basis for a 12-month period during which the district will only accept payment by means of a certified check, money order or cash.

5.16 Credit Charge-back Policy. Payment by credit card which has been charged-back to the district's deposit account for any reason is not deemed to be payment to the district. The district shall mail, via the U.S. Postal Service, notice that the charged-back amount and an additional credit card charge-back fee must be paid by cash, money order, or certified check at the district office within ten (10) days of the date of the notice. [See Form C-23]. Failure to meet these terms shall result in disconnection of service. A customer shall be considered a bad credit risk for having two (2) charge-backs within a 12-month period and may be removed from the automatic debit program and placed on a cash only basis for a 12-month period in accordance with the preceding Section 5.15.

5.17 Billing Cycle Changes. The district reserves the right to change its billing cycle(s) at any time and for any reason.

5.18 Back-billing. The district may back-bill a customer for up to 4 years (48 months) of service charges which the district failed to bill due to meter error, misapplied meter multiplier, incorrect meter readings, or error in computing the customer's monthly bill(s).

5.19 Disputed Bills. In the event of a dispute between a customer and the district regarding any monthly bill, the dispute shall be resolved or disposed of in accordance with the grievance procedures set forth in Section 5.20 below, except as follows:

- (a) Notice of the bill dispute must be submitted to the district, in writing, and a payment equal to the customer's average monthly usage at current rates must be received by the district prior to the due date posted on the disputed bill.
- (b) The customer shall not be required to pay the disputed portion of a bill which exceeds the amount of that customer's average monthly usage at current rates pending final determination of the dispute. For purposes of this subsection, the customer's average monthly usage shall be the average of the customer's usage for the preceding 12-month period. Where no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar customers under similar conditions.
- (c) Notwithstanding any other section of this Rate Order, a customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending final determination of the dispute. However, service may be discontinued in accordance with Section 5.14 (Disconnection of Service) for failure to pay undisputed charges.

5.20 Grievance Procedures. Any customer of the district or person demonstrating an interest under the policies of this Rate Order in becoming a customer shall have an opportunity to voice grievances to the district by the following procedures:

- (a) The aggrieved party must first submit written notice to the general manager or authorized staff member stating the concern or grievance and the desired result. The general manager shall investigate the matter and provide a response to the aggrieved party within fourteen (14) days after receipt of the written notice of grievance.
- (b) If the general manager does not resolve the grievance to the satisfaction of the aggrieved party, the party may appeal the general manager's decision, in writing, to the president of the board of directors for determination. The notice of appeal must be submitted to the district within seven (7) days after the date of the general manager's written response to the notice of grievance.
- (c) Upon receipt of an appeal, the president of the board of directors shall review the request and determine the best means by which the grievance shall be resolved. The president may direct that a grievance be heard by the board of directors for final disposition, or initially by district staff appointed by the president and serving in an advisory capacity to the board of directors. The president shall also determine a reasonable time and place for the grievance to be heard, but such hearing shall take place within sixty (60) days of the date that the president received the written notice of appeal. Final disposition by the board of directors shall be reported to the aggrieved party in writing.
- (d) If under this section an aggrieved party disputes a charge or fee as sole or partial basis of a grievance, the contested charge or fee shall be suspended until such time as

the grievance is satisfactorily resolved by the general manager, the deadline for delivering an appeal to the president of the board of directors has passed, or the board of directors has rendered its final determination of the dispute. This provision does not apply to disputed monthly bills pursuant to Section 5.19.

5.21 Inoperative Meters. Water meters found inoperative will be repaired or replaced by the district within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the district shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

5.22 Bill Adjustment Due To Meter Error. The district shall test any customer's meter upon written request of the customer. In the event the meter tests within the accuracy standards of the AWWA, a meter test fee as prescribed in Section 7.17 shall be imposed. In the event 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. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The customer must complete and sign a Meter Test Authorization and Test Report form prior to the test. [Form C-05].

5.23 Leak Adjustment Policy. In the event that the amount of a customer's monthly bill is higher than normal due to leakage, the customer may submit a written request to the district to have the amount of water used billed at the district's minimum rate plus one average monthly bill for the subject property based on the previous twelve (12) months usage. The request must include a statement that the customer has corrected the source of the leak and documentary evidence of the repair. On behalf of the district, the general manager may grant an adjustment provided that:

- (a) The customer has submitted documentary evidence that the leak has been repaired, such as a statement from a plumber and/or receipt(s) for parts purchased to repair the leak; and
- (b) The customer has not requested a leak adjustment during the previous thirty-six (36) months regardless of the number of meters serving the customer's property or properties.

5.24 Meter Tampering and Diversion of Service.

(a) Without the express consent or authorization of the district, it is prohibited for any person to knowingly tamper with, connect to, or alter any component of the district's water system including valves, meters meter boxes, lids, hydrants, lines, pump stations, ground storage tanks and elevated storage tanks. It is also prohibited for any unauthorized person to impair, interrupt or divert the district's public water supply in any manner, including direct or indirect efforts to initiate or restore water service without district authorization or to knowingly misrepresent or falsely report the reading of a district meter.

- (b) For purposes of this section, it shall be presumed that a person who is receiving the economic benefit of public water has knowingly tampered with, connected to, or altered a component of the district's water system if the supply has been:

- (1) Diverted from passing through a metering device or
- (2) Prevented from being correctly registered by a metering device; or
- (3) Activated by any device installed to obtain public water without a metering device.

(C) Violation of this section may result in disconnection of service. In addition to this and any other remedies available under Texas law or this Rate Order, the district may refer persons suspected of violating this section to law enforcement authorities for possible under Texas Penal Code § 28.03 and 12.21.

5.25 Meter Relocation. The district may relocate a meter at any time at no cost to the customer. The district may relocate a meter at the request of a customer provided that:

- (a) The relocation is limited to the requesting customer's existing property designated to receive service;
- (b) A current easement for the proposed location has been granted to the district;
- (c) Service capacity is available⁴ at the proposed location; and
- (d) The customer pays a meter relocation fee and any additional costs that may be incurred by the district to relocate the meter. [See Section 7.18].

5.26 Prohibition of Multiple Connections to a Single Tap. No more than one (1) Residential or commercial service connection is allowed per meter. The district may require the owner of an apartment building, mobile home/RV Park or other commercial account to apply for a single meter as a "master-metered account" pursuant to Section 5.03(d) above. Any unauthorized sub metering or diversion of service shall be considered a "multiple connection" and subject to disconnection of service. If the district has sufficient reason to believe a multiple connection exists, the district shall discontinue service under the Disconnection with Notice provisions in Section 5.14(a) above.

5.27 Customer Responsibilities.

- (a) District Access to Meters. Customers shall allow district employees and designated representatives access to meters for the purpose of reading, testing, installing, maintaining and removing meters and using utility cutoff valves. If access to a meter is hindered so that the district is prevented from the reading of the meter, an estimated bill shall be rendered to the customer for the month and a notice of the hindrance shall be sent to the customer.

If access is denied for three (3) consecutive months after notice to the customer, then service shall be discontinued and the meter removed with no further notice.

- (b) Compliance with On-site Service and Plumbing Requirements. Customers shall be responsible for complying with all local, state and federal codes, requirements and regulations concerning on-site service and plumbing facilities.
- (1) All connections shall be designed to ensure against backflow or siphon age into the district's water system. In particular, livestock water troughs shall be plumbed above the top of the trough with an air space between the discharge and the water level in the trough. [30 TAC § 290.46].
 - (2) The use of pipe and pipe fittings that contain more than 8.0% 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 district's facilities. Customer service pipelines shall be installed by the applicant. [30 TAC § 290.46].
 - (3) All sewer and potable water service pipeline installations must be a minimum of nine feet (9') apart and meet all applicable regulations for line separation and crossing.
 - (4) Service shall be discontinued without further notice when the installation of new facilities or repair of existing facilities are found to be in violation of this section until such time as the violation is corrected.
- (c) Payment on Multiple Accounts. A customer owning more than one service connection shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable in accordance with the customer's service agreement or the terms of this Rate Order.
- (d) Extent of District Ownership and Maintenance. The district's ownership and maintenance responsibility of water system facilities and equipment shall end at a customer's meter or other service equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the district shall be subject to charges pursuant to this Rate Order.
- (e) Cut-off Valve Requirement. The district shall require each customer to have a cut-off valve on the customer's side of the meter for purposes of isolating the customer's service pipeline and plumbing facilities from the district's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The customer's use of the district's curb stop or other similar valve for such purposes is prohibited. A customer shall be subject to charges for any damage to the district's meter or other service equipment. A cut-off valve may be installed as a part of the original meter installation by the district.

5.28 Prohibited Plumbing Practices

- (a) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination will be isolated from the public water system by an air gap or an appropriate backflow prevention device.

- (b) No cross-connection between the water supply and a private water system is permitted. These potential threats to the public drinking water supply must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- (c) No connection which allows water to be returned to the public drinking water supply is permitted.
- (d) No pipe or pipe fitting which contains more the eight percent (8.0%) lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- (e) No solder and flux which contains more than two-tenths of one percent (0.2%) lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

5.29 Water Service Connections

- (a) Applications for water service connections shall be filed with the district on approved forms. Applicants shall meet all district requirements for service, including the grant of any necessary easements (as determined by the district) and the installation of a cut-off valve at the expense of the service applicant.
- (b) No person, other than district employees or designated representatives, shall be permitted to tap or make any connection with the mains or service lines of the district's water system, or make any repairs or additions to or alterations to any tap, meter, pipe, valve or other fixture connected to a district water main or service line.
- (c) A customer must allow the district to inspect his or her property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections will be conducted by the district prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during the district's normal business hours.
- (d) The customer must, at the customer's expense, properly install a backflow prevention device if the district finds or has reason to believe that a cross-connection or other health hazard exists. [30 TAC § 290.38(12), (22)].
- (e) All costs to extend or upsize district water mains or service lines to serve any customer or user, or any undeveloped area within the district, shall be the sole responsibility of the property owner and/or developer requesting service.

5.30 Standards for Water Service Lines. The following standards govern the installation of customer service lines for water service to residences or commercial buildings within the district:

- (a) All new residential or commercial connections to the district's water system shall be made in accordance with Section 5.29 above and the Rules and Regulations for Public Water Systems issued by the TCEQ as set forth in Subchapter D, Chapter 290, Title 30 of the Texas Administrative Code. In the event of a conflict between the provisions of Section 5.29 and the TCEQ's Rules and Regulations for Public Water Systems, the more stringent shall apply.
- (b) Water pipe and fittings shall be of polyvinyl chloride (PVC) brass, copper, cast iron, or other materials approved by the district. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply.
- (c) Water service lines and wastewater service lines shall not be less than nine feet (9') apart horizontally and shall be separated by undisturbed or compacted earth.
- (d) Water service lines or any underground water pipe shall not be run or laid in the same trench with sewer or wastewater service lines unless all three of the following conditions are met:
 - (1) The bottom of the water service line at all points shall be at least two feet (2') above the top of the wastewater line.
 - (2) The water service line shall be placed on a solid shelf excavated at one side of the common trench and the two lines shall be separated by a minimum of four feet (4').
 - (3) The water service line shall be installed with water tight joints tested to a minimum of 150 PSI.
- (e) A minimum of four feet (4') of type "L" polyethylene pipe shall be installed at the end of the water service line at the connection to the water meter.
- (f) Acceptable embedment material shall be placed around all district lines. Extraneous debris will not be permitted in any service line trench
- (g) A district-owned water meter and a district-approved meter box shall be installed by the district or its designated representative.
- (h) Potable water supply piping, water discharge outlets, backflow prevention devices, or similar equipment shall not be located so as to make possible the submergence of such equipment in any contaminated or polluted substance
- (i) Lawn sprinkling systems shall be equipped with an approved vacuum breaker installed in the discharge side of each of the last valves. The vacuum breaker shall be installed at least six inches (6") above the surrounding ground and above a sufficient number of heads so at no time will the vacuum breaker be subjected to back pressure or drainage

- (j) The district's water system shall be protected from swimming pool makeup water by means of an approved backflow prevention device or an adequate air gap.
- (k) Upon the installation of a service line, a request for inspection shall be made to the district's office, and the line shall not be back-filled until the district has inspected and approved of the installation. The district shall perform the inspection within one workday hours of receiving the request.
- (l) Service line trenches shall be back-filled within twelve hours (12) hours of district inspection and approval.

5.31 Out of District Service. It is the general policy of the district to provide service to users or customers located outside the district's service area only after annexation of the property designated to receive service with approval of the board of directors. At the discretion of the board, the district may enter into contracts with other political subdivisions of this state to provide service to users or customers located outside the district's service area.

5.32 Enforcement and Civil Penalties.

- (a) Enforcement.
- (1) Civil Penalties. Any person violating any provision of this Rate Order may be subject to a civil penalty of not more than \$2,000.00 for each violation. Each day that a violation of this Rate Order is permitted to exist shall constitute a separate violation. A penalty under this section is in addition to any other penalty or remedy provided by the laws of the State of Texas or this Rate Order. A penalty under this section may be enforced by complaint filed in the appropriate court of jurisdiction in the county in which the district's principal office or meeting place is located.
- (2) Liability for Costs. Any person violating any provision of this Rate Order shall be liable to the district for any expense, loss or damage incurred by the district by reason of such violation and the district's enforcement thereof. If the district prevails in any legal action to impose a civil penalty or otherwise enforce this Rate Order, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the district before the court.
- (b) No Waiver. The failure on the part of the district to enforce any article, section, clause, sentence, or provision of this Rate Order shall not constitute a waiver of the right of the district later to enforce any section, clause, sentence, or provision of this Rate Order.

ARTICLE 6.
SUBDIVISION SERVICE EXTENSION POLICY AND
NON-STANDARD SERVICE REQUIREMENTS

6.01 District Premise; Limitations. The district recognizes its obligation to provide service to all existing and future customers located within its service area and will attempt to anticipate increases in demand on its water system. However, the district must comply with state and federal laws and regulations, and with covenants of indebtedness. The district shall also have no obligation to serve any person requesting standard service to a lot or tract in a subdivision where the developer responsible for the subdivision has failed to comply with this policy and requirements set forth in this article. If a developer has failed to pay any district charges related to a development or subdivision, the district shall have the right to require payment of these costs by any one or more of the persons purchasing lots within such subdivision before the district is obligated to provide service to the subdivision. In addition, the district may elect to pursue any remedies provided by a nonstandard service contract applicable to the development or subdivision and/or the laws of the State of Texas.

6.02 Purpose. It is the purpose of this article to state the general terms and conditions pursuant to which the district will process non-standard service requests. Specific terms and conditions by which the district will provide non-standard service will depend upon the nature of such request and shall be set forth in a contract between the district and applicant. Applications and requests for service that are subject to this article shall be defined as "nonstandard."

6.03 Application of Policy. This article is applicable to subdivisions, additions to subdivisions, and any single-tract commercial, industrial, governmental or residential development where the installation of additional or oversized service facilities is required to accommodate the applicant's intended use of the property. Notwithstanding anything herein to the contrary, the district's general manager shall interpret, on an individual basis, whether or not an applicant's service request shall be subject to all or part of the conditions of this article. This article does not apply to facilities constructed by the district at its expense. For purposes of this article, the term "project" includes subdivisions, additions to subdivisions, and commercial, industrial and governmental developments.

6.04 Preliminary Development Review.

- (a) Prior to submitting a formal application for nonstandard service to the district or a preliminary plat to a local governmental entity with jurisdiction for approval, an applicant that intends to develop and request service to a subdivision may contact the district to initiate a preliminary development review in accordance with the following schedule:

(1) The applicant shall submit a proposed preliminary or preliminary/final plat of the project for initial review by the district's consulting engineer, together with payment of a preliminary development review fee in the amount of \$500.00 plus \$10.00 for each lot or service connection in excess of fifty (50) lots as reflected on the proposed plat.

(2) The applicant shall also schedule a meeting with the district's general manager and consulting engineer allowing approximately twenty (20) days after submission to discuss the project and availability of water at the project location, to review any plat revisions required by the district's consulting engineer for preliminary approval of the project, and to receive all necessary application forms.

(3) The applicant shall be notified upon preliminary approval of the original or revised preliminary plat by the district's consulting engineer and the applicant may submit a formal request for service from the district at any time.

6.05 Applicants. For purposes of this article, the term "applicant" shall refer to a developer or person that desires to secure non-standard service from the district. The applicant must be the same person or entity that is authorized to enter into a contract with the district pursuant to which non-standard service will be furnished to property. An applicant other than the property owner must furnish evidence acceptable to the district that the applicant has authority to request non-standard service on behalf of a property owner.

6.06 Nonstandard Service Application. Applicants shall meet the following requirements prior to entering into a non-standard service contract with the district:

- (a) Submission of Application. The applicant shall complete and submit a non-standard service application to the district. [See Form B-01].
- (b) Attachments.
 - (1) Subdivisions. The applicant must submit three (3) copies of the proposed final plat for approval by the district showing the applicant's requested service area for approval by the district. The final plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other infrastructure. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat.
 - (2) Single-tract Developments. An applicant for a single connection that requires a line extension or oversized facilities shall be required to submit 3 sets of maps or plans detailing the location of the requested extension or service connection and anticipated demand requirements.
 - (3) Notice of Plat Approval Delay. In the event a local governmental entity with jurisdiction intends to withhold approval of the final plat until construction of all roads, drainage facilities, service facilities and other infrastructure is completed and approved, a letter from the entity stating said intent shall accompany the applicant's nonstandard service application.
- (c) Service Investigation Fee. The applicant shall pay a Service Investigation Fee to the district, in the amount stated in Section 7.02, to cover the initial administrative, legal and engineering costs incurred by the district to process the applicant's service request. However, the general manager is authorized to charge a lesser amount if determined likely to cover the district's expected costs. The district shall refund any balance that remains after completing the service investigation.

If the initial fee is not sufficient to pay all expenses incurred by the district, the applicant shall pay to the district all remaining expenses that have been or will be incurred by the district, and the district shall have no obligation to complete processing the request until all remaining expenses have been paid.

- (d) Property Outside Service Area. If after completing its service investigation the district determines that the applicant's service request is for property located wholly or partially outside the district's certificated service area, the district may still extend service provided that:
 - (1) the requested service area is not in an area receiving similar service from another retail utility;
 - (2) the requested service area is not within another retail utility's certificated service area; and
 - (3) the district's CCN shall be amended to include the entirety of the applicant's property for which service is requested and the applicant shall pay all costs incurred by the district to amend the CCN, including legal, surveying and engineering fees. If the service location is contiguous to or within one-fourth ($\frac{1}{4}$) mile of the district's service area, the district may extend service prior to completing the CCN amendment but will do so only upon applicant entering into a written agreement to fully support such amendment, including payment of all legal, surveying, and engineering fees incurred by the district to obtain TCEQ approval.
- (e) Property Outside District Boundaries. If the property to which the applicant has applied for water service is located outside of the political boundaries of the district, then the applicant shall file with the district an application to annex such property into the district by filing a request for annexation on a form provided by the district.

6.07 Facilities Design and Approval. Upon receipt of the completed nonstandard service application and Service Investigation Fee, the district shall study the design requirements of the applicant's required facilities before preparing a non-standard service contract in accordance with the following:

- (a) All service facilities shall be designed by a Texas registered professional engineer in compliance with the district standards and specifications. If the service facilities are designed by the district's consulting engineer, the consulting engineer shall submit two (2) sets of detailed plans and project cost estimates to the district. Otherwise, the applicant shall submit three (3) sets of detailed plans and project cost estimates for review, comment and approval by the district's consulting engineer.
- (b) The district's consulting engineer shall ensure all service facilities meet the demands for service according to the plat and application for service submitted by the applicant.
- (c) The size and location of pipelines and other service facilities shall be determined by the district's consulting engineer, whose determination is final. The district also reserves the right to upgrade and/or upsize the planned service facilities to meet

future customer demands on the condition that the applicant shall be reimbursed the additional expense of such upgrading and/or upsizing in excess of the applicant's service facility requirements.

- (d) All water line material fittings shall conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) standard 61 and must be certified by an organization accredited by ANSI and not less than ASTM D2241 Class 200.
- (e) Any water line extensions constructed by a developer shall be constructed completely across (property line to property line) the side of the subdivision or development which is contiguous and adjacent to the road or street on which the main entrance to the project is located.
- (f) The water system shall be designed to afford effective circulation of water with a minimum of dead ends. All dead end mains shall be provided with acceptable flush valves and discharge piping. Where dead ends are necessary as a stage in the growth of the system, they shall be located and arranged to ultimately connect the ends to provide circulation. [See 30 TAC § 290.44(d)(6)].
- (g) The district's consulting engineer's fees shall be paid out of the Service Investigation Fee paid by applicant under Section 6.04 above. However, if the engineering fees exceed the initial Service Investigation Fee, the applicant shall pay the balance of the engineering fees to the district prior to commencing construction of water distribution facilities.

6.08 High Density Developments. The district reserves the right to declare a subdivision or development a "high density development." The district may determine that a project is a high density development based on lot sizes, the total number of lots or living units in the project, or both. The determination of whether a project is a high density development is within the sole discretion of the district. In the event the district declares that a project is a high density development, then the following regulations will apply:

- (a) Off-site Construction Costs
 - (1) "Off-site construction costs" are the costs to construct an adequate line extension from the district's water system plus appurtenant facilities to serve a project. The line extension will generally consist of a pipeline of at least eight inch (8") internal diameter in size extending from the district's water system, which location is to be determined by the district, to and across the frontage of the project. An applicant for service to a high density development project shall pay the off-site construction costs pursuant to a nonstandard service contract and/or three-way contract by and between the applicant and district.

- (2) In the event that all or a portion of any unallocated capacity in an existing pipeline previously constructed to serve a high density development or subdivision is utilized to transmit water to a subsequent project, then the applicant for the subsequent project shall pay to the district the un-recouped construction costs of the line. Payment shall be made upon execution of a nonstandard service contract.
- (3) In the event that water is transmitted to the project through a pipeline in which all construction costs have been recouped by the district, then no off-site construction costs relating to the pipeline will be charged.

- (b) Off-site Capacity Reimbursement. If an applicant timely pays all applicable fees under this Article 6 and is not in default of any other obligation to the District, the applicant may receive a pro-rata credit against the Connection Fees due for the project or phase thereof for the off-site construction costs reasonably incurred for capacity in excess of the capacity necessary to serve the project, as determined by the District's consulting engineer.
- (c) Conflict. If any other provision in this Rate Order conflicts with a provision of this section, then the provisions of this section will control. The determination of a conflict will be in the sole discretion of the district.

6.09 Nonstandard Service Contract. Applicants shall execute a written nonstandard service contract prepared by the district's attorney before commencing the construction of service facilities. [See Form B-02]. The contract shall define the terms and conditions of service to a project prior to the construction of service facilities and shall be presented to the applicant within a reasonable time after application as determined by the complexity of the project. The nonstandard service contract may include, without limitation, provisions for the following:

- (a) Payment of all costs associated with the administration, design, construction, and inspection of facilities for water service to the applicant's property and terms by which these costs are to be paid.
- (b) Procedures by which the applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- (c) Payment of connection fees required by the district in addition to the other costs required under this article.
- (d) Reservation of service capacity for the applicant and duration of reserved service with respect to the impact the applicant's service demand will have upon the district's system capability to meet other service requests.
- (e) Terms by which the applicant shall indemnify the district from all third-party claims or lawsuits arising from or related to the project.
- (f) Terms by which the district shall administer the applicant's project with respect to:

- I. design of the applicant's service facilities;
- II. securing and qualifying bids;
- III. selection of a qualified bidder for construction;
- IV. dispensing advanced funds for construction of service facilities
- V. inspecting construction of facilities;
- VI. testing facilities and closing the project; and
- VII. execution of the non-standard service contract and related agreements, if any.

(g) Terms by which the applicant shall dedicate assign and convey to the district all constructed service facilities and related rights (including contracts, easements, right-of-ways, deeds, warranties, and so forth) and by which the district shall assume operation and maintenance responsibilities for the service facilities.

(h) Terms by which the board of directors shall review and approve any application non-standard service contract, three-way contract or any other contract related to the project pursuant to current regulations and policies of the district.

(i) The terms and conditions, if any, under which the applicant will annex the property to be provided water service into the district.

If an applicant constructs any service facilities prior to executing a nonstandard service contract, the district may refuse to provide service to the applicant and require that all facilities be uncovered by the applicant for inspection by the district. In addition, and at the district's sole discretion, the district may require that any facilities not approved by the district be replaced, require payment of the full cost of replacing or repairing any facilities constricted prior to execution of the contract from any person buying a lot or home from applicant, or take any other lawful action determined appropriate by the board of directors.

6.10 Easement and Property Acquisition. In accordance with the following conditions, applicants shall acquire and assign or dedicate to the district all easements, rights-of-way and private property necessary for the construction, operation and maintenance of project service facilities;

(a) Easements and rights-of-ways shall be located across lots along front or side lot lines, as determined by the district, and shall be a minimum of fifteen feet (15') wide. The applicant shall dedicate all easements and rights-of-way to the district by plat or separate legal instrument, properly recorded, in a form approved by the district's attorney. All easements, rights-of-way and property titles shall be researched, validated, and recorded by the district at the applicant's expense.

(b) All costs associated with facilities that must be installed in public right of-ways on behalf of the applicant, due to the inability of the applicant to secure private right-of-way easements, shall be paid by the applicant. Alternatively, applicant shall pay all costs, including legal and other professional fees, and the condemnation award in the event the district secures such private easements or facility sites through eminent domain proceedings. Any request by

applicant to the district to commence eminent domain proceedings shall be made in writing. The district reserves the right to secure right-of-way easements or facility sites by eminent domain on its own initiative.

(c) Easements and service facility sites shall be prepared for the construction of pipeline and service facilities in accordance with district requirements and at the applicant's expense.

6.11 Contractor Selection and Qualification. Applicants shall select a qualified contractor(s) to construct all line extensions and/or water distribution facilities required by the district to serve the applicant's property and shall provide references to the district for its review. The district reserves the right to reject any contractor selected by the applicant. Alternatively, the district may agree to construct the service facilities provided the applicant pays all construction costs prior to the commencement of construction.

6.12 Construction.

(a) Applicants shall complete all road work prior to construction of water service facilities to avoid damage that may result from right-of-way excavation and road construction. However, subject to approval by the requisite authority, the district may permit the applicant to install road sleeves prior to road construction to avoid damage during construction of applicant's service facilities.

(b) Construction plans and specifications shall be strictly adhered to, but the district reserves the right to revise any specifications by change-order due to unforeseen circumstances during the design phase or to better facilitate construction and/or operation of the project service facilities. The district shall inspect the service facilities during construction at the applicant's expense to ensure compliance with district standards and specifications. All change-order amounts shall be charged to the applicant.

(c) After completing construction of the service facilities, the applicant shall deliver three (3) copies of as-built drawings to the district plus one copy in electronic format as prescribed by the district's consulting engineer. The as-built drawings shall verify that all facilities have been properly located within the easements or rights-of-way conveyed or dedicated to the district. The district's receipt of the as-built drawings shall be a condition of acceptance of the service facilities.

6.13 Dedication of Service Facilities. After completing construction of the service facilities, obtaining the district's approval of the service facilities after final inspection, and paying all required fees and charges to the district in connection therewith, the applicant shall dedicate the service facilities to the district by an appropriate legal instrument approved by the district's attorney. The district shall accept the dedication provided the applicant has tendered the required as-built drawings. The district shall thereafter own the service facilities subject to applicant's maintenance bond in an amount of not less than twenty percent (20%) of the total construction cost of the service facilities and for a term of not less than one (1) year. The maintenance bond is subject to prior approval by the district's attorney.

6.14 Service within Subdivisions. The district's objective to provide service to any customer located within a subdivision governed by this article is strictly limited to the non-standard service specified by an applicant. The applicant is responsible for paying for all costs necessary to provide non-standard service to a subdivision as determined by the district under the provisions of this Rate Order, and in particular, the provisions of this article. Should the applicant fail to pay these costs, the district has the right to require payment of these costs by any one or more of the persons purchasing lots within such subdivision before the district is obligated to provide service to the subdivision. In addition, the district may elect to pursue any remedies provided by the non-standard service contract and the laws of Texas.

6.15 Pro Rata Reimbursement. The district may from time to time negotiate and enter into a pro rata reimbursement agreement with a project applicant on condition that the following factors must be present

- (a) the project applicant (or "constructing applicant") must construct off-site service facilities to the district's water system;
- (b) the constructing applicant must comply with a district requirement to oversize the off-site service facilities to service future growth not generated by the constructing applicant's project;
- (c) the district shall assess a five percent (5%) administrative fee for the administration of pro rata fees collected by the district from subsequent connecting applicants, which shall be deducted from pro-rata reimbursements before remittance to the constructing applicant; and
- (d) The pro rata reimbursement agreement shall contain the following items:
 - (1) The term of the agreement shall not exceed ten (10) years;
 - (2) Reimbursement shall not be for more than eighty percent (80%) of the actual cost of the off-site improvement constructed; and
 - (3) the amount due to the constructing applicant from a future connecting applicant shall be based on the following formula: .

Acres in connecting applicant's project (x) Actual cost of off-site facilities (=) Pro-Rata Fee
 Total potential acres served by off-site facilities of constructing applicant.

(less)

Total acres in constructing applicant's project.

EXAMPLE:

<u>100(a)</u>	(x)	\$50,000.00(d)	(=)	\$12,500.00(e)
500(b) (-) 100(c)				

Where:

- (a) Acres in connecting applicant's project.
- (b) Total potential acres served by the off-site facilities constructed by the constructing applicant as determined by the district's consulting engineer.
- (c) Total acres in the constructing applicant's project.
- (d) Actual cost of the off-site
- (e) Pro-rata fee to be collected from any water service applicant that connects or desires to connect to the off-site facilities.

ARTICLE 7.

RATES AND SERVICE FEES

(Ord. 2005-001, adopted 2005-001; amended and republished by Ord. 2007-001, 02/13/2007, Ord. 2008-003, 06/10/2008)

7.01 Classes of Users. All users of the district's water services shall be grouped into the following classes:

- (a) Residential users or customers: Persons located within the district's service area who receives district service to a single-family residential unit for domestic purposes only.
- (b) Commercial users or customers: Persons located within the district's service area who receive district service to a commercial, industrial or other nonresidential establishment, or who receive district service for commercial, industrial, recreational or other non-domestic purposes. An apartment building or mobile home park may be considered by the district to be a single commercial facility.
- (c) Outside users or customers: Persons located outside the district's service area who receive district service all classes of users may be grouped into sub-classes according to meter size. Water charges will be assessed in such a manner that each class of users generally pays its share of debt service and operation and maintenance expenses for water service. Outside customers may be assessed additional charges for service to reflect the additional costs associated with serving outside customers or the risk that such customers may have other options for receiving service and may elect to discontinue being district customers. The district may create additional classes of users in the future at its discretion.

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

- (a) Standard Service Requests. All standard service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the applicant within ten (10) working days of application.
- (b) Nonstandard Service Requests. All nonstandard service requests shall be subject to a service investigation fee in the amount of \$750.00 or \$75.00 per service connection, whichever amount is greater, unless the district determines otherwise, in which case the district shall charge a service investigation fee appropriate to the project and of sufficient amount to cover all administrative, legal and engineering costs associated with an investigation of the district's ability to provide service to the applicant's project, which may include:

- (1) providing cost estimates of the project
- (2) presenting detailed plans and specifications as per final plat;
- (3) advertising and accepting bids for the project;
- (4) preparing a nonstandard service contract between the district and applicant;
and
- (5) Providing other services as required by the district for such investigation.

7.03 Deposits.

- (a) Initial Payment and Amount. At the time an application for service is approved, the applicant shall pay a deposit to be held by the district, without interest, until settlement of the customer's final bill. The deposit will be used to offset unpaid charges or bills.
 - (1) Residential Service Applicants. The deposit for residential users shall be \$200.00 for each service unit.
 - (2) Commercial Service Applicants. The deposit for commercial or other nonresidential users, including master metered accounts, shall be an amount equal to one-sixth (1/6) of the estimated annual billings as determined by the district.
- (b) Adjustment of Commercial Deposit. If actual monthly billings of a commercial or nonresidential customer are more than twice the amount of the estimated billings at the time service was established, a new deposit amount may be calculated and an additional deposit may be required to be made within fifteen (15) days after the issuance of written notice.
- (c) Reestablishment of Deposit. Every service applicant who has previously been a customer of the district and whose service has been discontinued for nonpayment of bills, meter tampering, bypassing of meter or failure to comply with applicable state regulations or regulations of the district shall be required, before service is resumed, to pay all amounts due the district and shall be required to pay a deposit if the district does not currently have a deposit from the customer.
- (d) Refund of Deposit. If service is not connected, or after disconnection of service, the district shall refund the service applicant's or customer's deposit, if any, in excess of the unpaid bills for service furnished. The balance of the deposit shall be paid to the customer within thirty (30) days of the customer requesting discontinuance by telephone or completing and submitting a completed Request for Discontinuance form to the district. [See Form C-09]. Requests for discontinuance of service must be made or received by the district prior to termination of service. In the event that an outstanding balance exists after the deposit is applied, the district may attempt to collect the outstanding balance by all lawful means available.

7.04 Easement Fee. When the district determines that a private right-of-way easement, sanitary control easement, or other easement for facilities is necessary to provide service to an applicant,

the applicant shall be required to make a good faith effort to secure such easement on behalf of the district or pay all costs incurred by the district to validate, clear, and obtain such easements, including but not limited to legal fees and court costs for condemnation. [See Sections 5.03(b) and 6.07

7.05 Connection Fee. In addition to a deposit and any other applicable fees, the district shall charge a connection fee to establish service as follows:

- (a) Standard Residential and Commercial Service. The connection fee for standard residential and commercial service shall include all labor, materials for construction, installation, and inspection of a service or connection to the district's water system and a standard $\frac{5}{8}$ " x $\frac{3}{4}$ " meter. The connection fee shall be charged on a per connection basis in the following amounts:

Connection Fee

$\frac{5}{8}$ "x $\frac{3}{4}$ "	\$2,450.00
Larger than $\frac{5}{8}$ "x $\frac{3}{4}$ "	\$2,450.00 plus the additional cost of the larger meter, parts, and labor for installation.

- (b) High Density Developments and Subdivision Projects. The district shall charge a connection fee for non-standard service to land being developed or subdivided as follows:

- 1) \$2,450.00 for each standard $\frac{5}{8}$ "x $\frac{3}{4}$ " service connection and meter installed by the district. For larger service connections and meters under this section, the applicant shall pay \$2,450.00 plus the additional costs of the larger meter, materials and parts and labor for installation.
- 2) \$2,150.00 for each standard $\frac{5}{8}$ "x $\frac{3}{4}$ " service connection if the applicant or developer agrees to install the meter box or vault, tap, meter riser with appurtenances, and service line for each proposed service connection in conjunction with the construction of approved water distribution facilities on the land. This fee amount includes the cost of a $\frac{5}{8}$ "x $\frac{3}{4}$ " meter to be installed by the district in a meter box or vault following inspection and approval of same. For larger service connections and meters under this section, the applicant shall pay \$2,150.00 plus the additional costs of the larger meter and related materials and parts.

7.06 Activation Fee. When service is requested by a new customer to an existing meter located on property previously served by the district, the district will charge a fee of \$75.00 prior to activating service. In addition, the applicant shall pay a deposit and any other applicable fees required under this Rate Order. [See Section 5.04(b)].

7.07 Monthly Service Charges.

(a) Base Rate. The base rate is that portion of a customer's monthly bill which is paid for the opportunity of receiving utility service, excluding standby fees which do not vary due to changes in service consumption. The standard e" x ¾" meter (as per AWWA maximum continuous flow specifications) is used as a base multiplier for the base rate amount. Therefore, a customer's base rate charge is based on the number of e" x ¾" meters equivalent to the size of that customer's meter. The district's monthly base rates for water service and meter size equivalents are as follows:

METER SIZE	5/8" x 3/4" METER EQUIVALENTS	MONTHLY RATE
5/8" x ¾"	1.0	\$ 25.00
¾" x ¾"	1.5	\$ 37.50
1"	2.5	\$ 62.50
1½"	5.0	\$ 125.00
2"	8.0	\$ 200.00
3" DISP.	9.0	\$ 225.00
3" CMPD.	16.0	\$ 400.00
3" TURB.	17.5	\$ 437.50
4" CMPD.	25.0	\$ 625.00
4" TURB.	30.0	\$ 750.00
6" CMPD.	50.0	\$1,250.00
6" TURB.	62.5	\$1,562.50
8" CMPD.	80.0	\$2,000.00

(b) Gallage Charge. In addition to the base rate, customers shall be assessed a gallage charge at the following rates for water usage during any one

(1) billing period:

0 to 5,000 gallons	\$3.25 per thousand
5,001 to 10,000 gallons.....	\$3.75 per thousand
10,001 to 15,000 gallons	\$4.25 per thousand
15,000 to 20,000 gallons.....	\$4.75 per thousand
<20,000 gallons.....	\$5.25 per thousand

(c) Regulatory Assessment. In accordance with TCEQ regulations, the district shall collect from each customer a regulatory assessment equal to 0.5% of the monthly charges collected by the district for water utility service. [See 30 TAC § 291.76(d) (3)]. The regulatory assessment is not to be collected from state agencies, wholesale customers, or purchasers of non-potable water. [See TCEQ Publ. RG-199].

7.08 Standby Fee. Upon adoption by the board of directors and approval by the TCEQ, the district shall charge a standby fee to owners of undeveloped property for the availability of potable water facilities and services.

7.09 Late Payment Fee. Except for bills to political subdivisions and state agencies, a one time penalty shall be applied to delinquent monthly water bills in the amount of \$10.00 or five percent (5%) of the total bill, whichever is larger. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period. Political subdivisions and state agencies shall be assessed a late penalty of 1% on any amount unpaid on the 46th day after a bill or statement for service furnished is received by the state agency or political subdivision and an additional 1% shall be assessed for each month thereafter that the bill remains unpaid. [See Texas Gov't Code, Chapter 2251].

7.10 Owner Notification Fee. The district may, at the expense of the customer, notify said customer of a tenant's delinquent account status prior to disconnection of service. The district shall charge \$15.00 per notification. [See Form C-01].

7.11 Returned Check Fee. In the event a check, draft, or any other similar instrument is given by any person for payment of services provided for in this Rate Order, and the instrument is returned by the bank or other similar institution as insufficient or nonnegotiable for any reason, the account for which the instrument was issued shall be assessed a return check fee of \$25.00. [See Form C-08].

7.12 Credit Card Charge-back Fee. A \$25.00 charge will be assessed to an account on the district's automatic debit program for each payment charged back to the district's deposit account for any reason. [See Form C-23].

7.13 Service Trip Fee. The district shall charge a fee of \$50.00 for any service call or trip to a customer's meter or property at the request of the customer or at the district's own initiative for any service related purpose including inspection or disconnection of service.

7.14 Reconnect Fee. The district shall charge a fee of \$50.00 to restore or reconnect service after disconnection for any reason stated in this Rate Order or at the request of a customer, except for re-service under Sections 5.04(b) or 5.05(b).

7.15 Equipment Damage Fee. The district shall charge for all labor, material, equipment, and all other actual costs necessary to repair or replace all equipment damaged due to negligence, meter tampering or bypassing, reconnecting service without authority or other service diversion. The district may charge for all actual costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of such charges shall be provided to the customer. In cases of meter tampering or service diversion, the district may disconnect the service of a customer refusing to pay damage charges. [See 30 TAC § 291.87(n)].

7.16 Customer History Report Fee. The district shall charge a fee of \$2.00 to provide a copy of a customer's record of past water purchases in response to a customer's request for such a record.

7.17 Meter Test Fee. The district shall test a customer's meter upon written request of the customer and a meter test fee of \$35.00 shall be imposed on the affected account.

7.18 Meter Relocation Fee. The fee charged to relocate a meter under the terms of Section 5.25 shall be the actual relocation costs incurred by the district plus administrative charges, or a minimum fee of \$250.00.

7.19 Temporary Service Fee. Prior to providing temporary water service, the district shall charge a non-refundable temporary service fee of \$50.00 plus actual installation charges for temporary water service. Temporary service customers shall subsequently pay monthly base rate and gallonage charges as stated in Section 7.07(b) for water usage.

7.20 Hydrant Meter Service. Prior to receiving hydrant meter service, the applicant shall pay a deposit of \$1500.00 to the district. Hydrant meter service customers shall subsequently pay monthly gallonage charges as stated in Section 7.07(b) for water usage. The deposit shall be refunded in full upon return of the fire hydrant meter in undamaged condition and payment for all water used.

7.21 Information Disclosure Fee. All public information shall be available to the public for a fee to be determined by the district based on the level of service and costs to provide such information, but not to be inconsistent with the terms of the Texas Publication Information Act, Chapter 552, of the Texas Government Code

7.22 Additional Assessments. In the event any federal, state or local government imposes on the district 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.

7.23 Other Fees. All services outside the normal scope of utility operations that the district may be compelled to provide at the request of a customer shall be charged to the recipient based on the cost of providing such service

7.24 Fees Non-refundable. All fees, rates and charges contained in this Rate Order are non-refundable unless expressly stated otherwise.

7.25 Free Service Prohibited. All customers receiving service from the district shall be subject to the provisions of this Rate Order and shall be charged the rates established in this Rate Order, and no free service shall be furnished to any customer.

ARTICLE 8.

DROUGHT CONTINGENCY PLAN

(Adopted by Ord. 2005-001, 10/11/2005; amended and republished by Ord. 2006-002, 06/13/2006).

8.01 Introduction and Objectives. In order to conserve the available water supply and protect the integrity of water supply facilities, this Drought Contingency Plan (the "Plan") is adopted by the district for the following purposes:

- (a) To conserve the available water supply in times of drought and emergency;

TCEQ Rule	Location in Plan	Description
288.20(a)(1)(A)	Section 3.1	Provisions to inform the public and provide opportunity for public input.
288.20(a)(1)(B)	Section 3.2	Provisions for continuing public education and information.
288.20(a)(1)(C)	Section 3.9	Coordination with the regional water planning group.
288.20(a)(1)(D)	Section 3.5	Criteria for initiation and termination of drought stages.
288.20(a)(1)(E)	Section 3.6	Drought and emergency response stages.
288.20 (a)(1)(F)	Section 3.6	Quantified targets for water use reductions during periods of water shortage and drought.
288.20(a)(1)(G)	Section 3.6	Water supply and demand management measures for each stage.
288.20(a)(1)(H)	Section 3.5	Procedures for initiation and termination of drought stages.
288.20(a)(1)(I)	Section 3.7	Procedures for granting variances.
288.20(a)(1)(J)	Section 3.6	Procedures for enforcement of mandatory restrictions.
288.20(a)(3)	Section 3.6	Consultation with wholesale supplier.
288.20(b)	Section 3.6	Notification of implementation of mandatory measures.
288.20(c)	Section 3.10	Review and update of plan.

- (b) To maintain supplies for domestic water use and sanitation;
- (c) To protect and preserve public health, welfare, and safety;
- (d) To minimize the adverse impacts of water supply shortages; and
- (e) To minimize the adverse impacts of emergency water supply conditions.

This document is based on the model drought contingency plan promulgated by the North Texas Municipal Water District ("NTMWD") for adoption by its member cities and customers. The model plan addresses all of the current Texas Commission on Environmental Quality requirements for a drought contingency plan. The district is a customer of NTMWD and adopts the regulations and restrictions on the delivery and consumption of water set forth in this Plan. Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects' offenders to enforcement and penalties as described in Section 8.10 of this Plan

8.02 Texas Commission on Environmental Quality Rules. The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code (effective October 7, 2004) defines a drought contingency plan as a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. The TCEQ's minimum requirements for drought contingency plans are addressed in the following subsections of this Plan:

8.03 Provisions to Inform the Public and Opportunity for Public Input. The district will provide opportunity for public input in the development of this Plan by the following means:

- (a) Providing written notice of the proposed Plan and the opportunity to comment on the Plan by newspaper and posted notice.
- (b) Providing the draft Plan to anyone requesting a copy.
- (c) Holding a public meeting.

8.04 Provisions for Continuing Public Education and Information. The district will inform and educate the public about the Plan by the following means:

- a) Preparing a bulletin describing the Plan and making it available at the district's regular office and other appropriate locations.
- b) Notifying water customers through billing inserts

- c) Notifying local organizations, schools, and civic groups that staff are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).
- d) At any time that the Plan is activated or a drought response stage changes, the district will notify local media of the issues, the drought response stage, and the specific actions or use restrictions required of the public. The information will also be publicized through customer billing inserts as appropriate.

8.05 Application. The provisions of this Plan shall apply to all persons, customers, and property using or receiving water provided by the district. The first two contingency plan stages, Mild and Moderate, present voluntary conservation actions. The remaining two stages (Severe and Emergency) impose mandatory and increasingly restrictive limits on outdoor water usage.

8.06 Definitions. For the purposes of this Plan, the following definitions shall apply: *WATER SHORTAGE* or *WATER SUPPLY SHORTAGE* means a condition in which existing or projected water supply or delivery available to district customers is not anticipated to meet, or cannot meet, the ordinary water requirements of said customers. *WHOLESALE CUSTOMER* means a customer that purchases water directly from NTMWD or is sold water by the district at a discount from the full retail sales price. The district is a wholesale customer of NTMWD.

8.07 Initiation and Termination of Drought Response Stages.

- (a) Initiation of a Drought Response Stage. The General Manager may order the implementation of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met. The following actions will be taken when a drought response stage is initiated:
 - (1) The public will be notified through local media as described in Section 8.04.
 - (2) NTMWD and wholesale customers (if any) will be notified by telephone with a follow-up letter, e-mail, or fax.
 - (3) If any mandatory provisions of the Plan are activated, the district will notify the Executive Director of the TCEQ within 5 business days. A form letter for this notification is included as ATTACHMENT 1 to this Plan. Drought response stages imposed by NTMWD action must be initiated by the district. For other trigger conditions, the General Manager may decide not to order the implementation of a drought response stage or water emergency even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented by the General Manager.

(b) Termination of a Drought Response Stage. The General Manager may order the termination of a drought response stage or water emergency when the conditions for termination are met or at their discretion. The following actions will be taken when a drought stage is terminated:

- (1) The public will be notified through local media as described in Section 8.04.
- (2) NTMWD and wholesale customers (if any) will be notified by telephone with a follow-up letter, e-mail, or fax.
- (3) The district will notify the Executive Director of the TCEQ within 5 business days of implementing any mandatory provisions of this Plan.

The General Manager may decide not to order the termination of a drought response stage or water emergency even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought stage. The reason for this decision should be documented by the General Manager.

8.08 Drought and Emergency Response Stages.

(a) Stage 1. MILD

(1) Conditions for Initiating and Terminating Stage 1, Mild: The following conditions for initiating and terminating Stage 1, Mild shall apply:

- NTMWD initiates Stage 1, Mild of Drought Contingency Plan.
- The district's demand exceeds 90% of the amount that can be delivered to customers for 3 consecutive days.
- The district's water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- The district's supply source becomes contaminated.
- The district's water supply system is unable to deliver water due to the failure or damage of major water system components.
- The district is unable to recover water storage of 100% in all storage facilities within a twenty-four (24) hour period! The district's individual plan may be implemented if other criteria dictate.
- The district may terminate Stage 1 when NTMWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 no longer prevail.

(2) Goals for Use Reduction under Stage 1, Mild: Stage 1, Mild, is intended to raise public awareness of potential drought problems. There is no goal for reduction of water use.

(3) Actions Available Under Stage 1, Mild The General Manager may order the implementation of any of the actions listed below as deemed necessary:

- Request voluntary reductions in water use by the public and by wholesale customers.
- Increase public education efforts on ways to reduce water use.
- Review the problems that caused the initiation of Stage 1.
- Notify major water users and work with them to achieve voluntary water use reductions.
- Intensify efforts on leak detection and repair.
- Reduce non-essential district water use including vehicle washing.
- Ask the public to follow voluntary landscape watering schedules.
- Notify wholesale customers of actions being taken and request implementation of similar procedures.

(b) Stage 2, MODERATE.

(1) Conditions for Initiating and Terminating Stage 2, Moderate: The following conditions for initiating and terminating Stage 2, Moderate shall apply:

- NTMWD initiates Stage 2, Moderate of its Drought Contingency Plan.
- The district's demand exceeds 95% of the amount that can be delivered to customers for 3 consecutive days for water use reduction under Stage 2, Moderate, is a 2% reduction in the use that would have occurred in the absence of drought contingency measures.
- The district's demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- The district's supply source becomes contaminated.
- The district's water supply system is unable to deliver water due to the failure or damage of major water system components.
- The district is unable to recover water storage of 90% in all storage facilities within a twenty-four (24) hour period.
- The district's individual plan may be implemented if other criteria dictate.
- The district may terminate Stage 2 when NTMWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail.

(2) Goal for Use Reduction Under Stage 2, Moderate:

(3) Actions Available Under Stage 2, Moderate. The General Manager may order the implementation of any of the actions listed below, as deemed necessary:

- Continue or initiate any actions available under Stage 1.
- Initiate engineering studies to evaluate alternatives should conditions worsen.
- Further accelerate public education efforts on ways to reduce water use.
- Halt non-essential district water use including vehicle washing.

- Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.
- Limit landscape and lawn watering at each service address to 2 days a week based on the last digit of the address. Residences with street addresses ending in even numbers are allowed to water on Mondays and Thursdays. Residences with street addresses ending in odd numbers are allowed to water on Tuesdays and Fridays.
- Notify wholesale customers of water use restrictions being implemented under this Plan and request that they implement similar restrictions.
- The district may prohibit watering from 5 a.m. to 9 a.m. and 4 p.m. to 7 p.m. in order to allow ground and elevated storage to be replenished.

(c) ***Stage 3, SEVERE***

- (1) Conditions for Initiating and Terminating Stage 3, Severe: The following conditions for initiating and terminating Stage 3, Severe shall apply:
- NTMWD initiates Stage 3, Severe of its Drought Contingency Plan.
 - The district's demand exceeds 98% of the amount that can be delivered to customers for 3 consecutive days.
 - The district's demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
 - The district's supply source becomes contaminated.
 - The district's water supply system is unable to deliver water due to the failure or damage of major water system components.
 - The district is unable to recover water storage of 75% in all storage facilities within a twenty-four (24) hour period.
 - The district's individual plan may be implemented if other criteria dictate.
 - The district may terminate Stage 3 when NTMWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail.
- (2) Goals for Use Reduction under Stage 3, Severe: The goal for water use reduction under Stage 3, Severe, is a reduction of 5% in the use that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by NTMWD, the General Manager can set a goal for a greater water use reduction.
- (3) Actions and Restrictions Available under Stage 3, Severe: The General Manager must implement any actions or water use restrictions required by NTMWD. In addition, the General Manager may order the implementation of any of the actions or restrictions listed below. ***The General Manager shall notify the Executive Director of the TCEQ within 5 business days of implementing any of the following mandatory actions or water use restrictions:***

- Continue or initiate actions available under Stages 1 and 2.
- Implement viable alternative water supply strategies.
- Prohibit washing and rinsing of paved areas, buildings, and windows by hose.
- Prohibit the operation of ornamental fountains.
- Prohibit washing and rinsing of vehicles by hose.
- Prohibit water line flushing.
- Prohibit using water in such a manner as to allow runoff or other waste.
- Prohibit outdoor watering between 10:00 a.m. and 6:00 p.m. year round.
- Prohibit draining and re-filling of existing pools except to replace normal water loss.
- Prohibit the installation or establishment of new landscaping.
- Prohibit outdoor water use by the district except as needed to prevent foundation damage and to preserve new landscaping.
- Limit landscape watering with sprinklers or irrigation systems at each service address to one day each week according to the schedule below. The last number of the street address shall determine the allowed watering day. Watering on allowed days shall be limited to two (2) hours total.

<i>If your address ends in:</i>	<i>Your allowed water day is:</i>
0 or 1	Monday
2 or 3	Tuesday
4 or 5	Wednesday
6 or 7	Thursday
8 or 9 (or no address)	Friday
No watering	Saturday and Sunday

- Foundations and new plantings (first year) of trees and shrubs may be watered for up to 2 hours on any day by a handheld hose equipped with a positive shutoff valve, soaker hose, or a hand-held bucket or water can.
- Golf courses may water greens and tee boxes without restrictions.
- Service addresses using treated wastewater effluent for irrigation are not subject to these restrictions.
- Implement a rate surcharge as directed by NTMWD.
- Implement a rate surcharge of up to 25% over the district's standard retail rates for all water use over 10,000 gallons per month.
- Notify wholesale customers of water use restrictions being implemented under this Plan and request that they implement similar restrictions.
- If NTMWD has imposed a reduction in water available to member cities and customers, impose the same percent reduction on wholesale customers.

d) Stage 4, EMERGENCY.

(1) Initiation and Termination Conditions for Stage 4, Emergency. The following conditions for initiating and terminating Stage 4, Emergency shall apply: NTMWD initiates Stage 4, Emergency of its Drought Contingency Plan.

- The district's demand exceeds the amount that can be delivered to customers.
- The district's demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- The district's supply source becomes contaminated.
- The district's water supply system is unable to deliver water due to the failure or damage of major water system components.
- The district is unable to recover water storage of 50% in all storage facilities within a twenty-four (24) hour period.
- The district's Supplier's individual plan may be implemented if other criteria dictate.
- The district may terminate Stage 4 when NTMWD terminates its Stage 4 condition or when the circumstances that caused the initiation of Stage 4 no longer prevail.

(2) Goals for Use Reduction under Stage 4, Emergency: The goal for water use reduction under Stage 4, Emergency, is a reduction of 10% in the use that would have occurred in the absence of drought contingency measures. If circumstances warrant or required by NTMWD, the General Manager can set a goal for a greater water use reduction.

(3) Actions and Restrictions Available Under Stage 4, Emergency. The General Manager must implement any actions or water use restrictions required by NTMWD. In addition, the General Manager may order the implementation of any of the actions or restrictions listed below. ***The General Manager shall notify the Executive Director of the TCEQ within 5 business days of implementing any of the following mandatory actions or water use restrictions:***

- Continue or initiate actions available under Stages 1, 2 and 3.
- Implement viable alternative water supply strategies.
- Prohibit establishment of new landscaping
- Prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.
- Prohibit commercial and residential landscape watering, except that foundations may be watered for 2 hours each day with a handheld hose or a soaker hose.
- Prohibit golf course watering except for greens and tee boxes.
- Prohibit any filling of private pools. Commercial and public pools may refill to replace losses from normal use.
- Require all commercial water users to reduce water use by a percentage established by the General Manager.
- Implement a rate surcharge of up to 50% over the district's standard retail rates for all water use over 10,000 gallons per month.
- Notify wholesale customers of water use restrictions being implemented under this Plan and request that they implement similar restrictions.
- If NTMWD has imposed a reduction in water available to member cities and customers, impose the same percent reduction on wholesale customers.

8.09 Procedures for Granting Variances to the Plan.

(a) Conditions for Variance. The General Manager may grant temporary variances for existing water uses otherwise prohibited under this Plan if one or more of the following conditions are met:

- (1) Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person requesting the variance.
- (2) Compliance with this plan cannot be accomplished due to technical or other limitations.
- (3) Alternative methods that achieve the same level of reduction in water use can be implemented.

(b) Applications for Variance. Variances shall be granted or denied at the discretion of the General Manager. Applications for variance must be in writing and should include the following information:

- (1) name and address of the petitioner(s);
- (2) purpose of water use;
- (3) specific provisions from which relief is requested;
- (4) detailed statement of the adverse effect of the provision from which relief is requested
- (5) description of the relief requested;
- (6) period of time for which the variance is sought;
- (7) alternative measures that will be taken to reduce water use; and (8) other pertinent information.

(c) Effect of Drought Stage Elevation. Variances are temporary and must be submitted for reconsideration should the drought response stage under which the variance was issued be elevated to a higher stage by the district.

8.10 Penalties and Enforcement. The district may impose mandatory actions and water use restrictions under Stage 3 and Stage 4 drought response stages. The following enforcement actions and penalties shall apply to anyone violating the terms of a mandatory action or water use restriction under this Plan:

(a) First Violation. The district shall give written notice to any person or customer who violates a mandatory action or water use restriction implemented under this Plan (which violation shall constitute an unauthorized use of district services and/or facilities).

The notice shall state:

- (i) the date of the violation,
 - (ii) the nature of the violation,
 - (iii) and the penalties applicable for any further violations.
- (b) Second Violation. The district shall assess a penalty of \$75.00 to any person or customer who commits a second violation of any mandatory action or water use restriction implemented under this Plan (which violation shall constitute an unauthorized use of district services and/or facilities). The district may also install a flow restrictor in the line to limit the amount of water that may pass through the violator's meter in a 24-hour period.
- (c) Third and Subsequent Violations. The district shall assess a penalty of \$150.00 to any person or customer who commits a third or subsequent violation of any mandatory action or water use restriction implemented under this Plan (which violation shall constitute an unauthorized use of district services and/or facilities). After three violations, the district may also disconnect water service to the violator with notice. Service discontinued under such circumstances shall be restored only upon payment of all unpaid service charges, penalties, and reconnection charges. In addition, suitable assurance must be given to the General Manager that the same action shall not be repeated while mandatory water use restrictions under this Plan are in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.
- (d) Remedies Cumulative. Proof of a culpable mental state is not required for the district to impose a penalty under this section or to otherwise enforce this Plan. Each day that a violation of a mandatory action or water use restriction continues shall be considered a separate violation. All rights, remedies, sanctions, penalties and enforcement procedures provided for in this Plan are cumulative and the district may exercise and enforce any and all rights and remedies provided by law or in equity.

8.11 Coordination with the Regional Water Planning Group and NTMWD. A copy of this Plan has been provided to NTMWD and the Chair of the Region C Water Planning Group. A form letter for this notification is included as ATTACHMENT 2 to this Plan. A proposed draft of this Plan was provided to NTMWD for review and comment prior to adoption.

8.12 Review and Update of Drought Contingency Plan. The district will review this Plan every 5 years as required by TCEQ rules. The Plan will be updated as appropriate based on new or updated information.

ATTACHMENT 1

Date: _____

Certified Mail # _____, Return Receipt Requested

Executive Director
Texas Commission on Environmental Quality
MC-109
P.O. Box 13087
Austin, Texas 78711-3087

Re: Wylie Northeast Special Utility District, Chapter 288 Drought Contingency Plan
Mandatory Water Reduction Measure Notification

Dear Sir:

Pursuant to Title 30, Texas Administrative Code, Chapter 288, Subchapter B, the Wylie Northeast Special Utility District gives notice that it has implemented/terminated the mandatory provisions of its Drought Contingency Plan shown on the attached sheet. If you have any questions concerning this notification, please contact the General Manger at (972) 442-2075.

Respectfully Yours,

By: _____
General Manager

Enclosure

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT

Texas 30 TAC Chapter 288 – Drought Contingency Plan

On _____, 20____, Wylie Northeast SUD implemented or terminated the following drought response stages: *(Check applicable boxes)*

MEASURE	STAGE			
	I*	II*	III	IV
Prohibited non-essential water use by district.				
Increased public awareness and/or education.				
Negotiated water use reductions by major users.				
Increased leak detection and repair.				
Prohibited washing of paved areas, buildings, and windows by hose.				
Required repairs of defective plumbing.				
Prohibited water line flushing.				
Prohibited water use resulting in runoff.				
Prohibited outdoor watering between 10:00 a.m. and 6:00 p.m.				
Prohibited operation of ornamental fountains.				
Prohibited washing of vehicles by hose.				
Prohibited installation of new landscaping.				
Outdoor watering limited to 2 days per week.				
Outdoor watering limited to once per 7 days.				
Make-up water in pools prohibited (residential).				
Make-up water in pools prohibited (commercial)				
Initiated rate surcharge of ____% on water use over _____ gallons per month as per NTMWD.				
Initiated rate surcharge of ____% on water use over 10,000 gallons per month as per DCP.				
Prohibited all landscape watering (except foundations by handheld or soaker hose).				
Revised residential rate schedule w/ penalty.				
Other: _____				

*All measures are voluntary.

ATTACHMENT 2

Date: _____

Certified Mail # _____, Return Receipt Requested

Executive Director
Texas Commission on Environmental Quality
MC-109
P.O. Box 13087
Austin, Texas 78711-3087

Re: Drought Contingency Plan

Dear Sir:

Enclosed please find a copy of Ordinance No. 2006-002 adopting a revised Drought Contingency Plan for Wylie Northeast Special Utility District. The adopted plan is based on the Model Drought Contingency Plan for North Texas Municipal Water District Member Cities and Customers (rev. April 2006). The plan is filed with you in accordance with in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

By copy of this letter, I am also submitting a copy of this plan to North Texas Municipal Water District and to the Region C – Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality Rules.

Sincerely,

By: _____
General Manager

Cc: Jim Parks (w/enclosures)
Chair, Region C Water Planning Group
North Texas Municipal Water District
P.O. Box 2408
Wylie, Texas 75098

Certified Mail # _____, Return Receipt Requested

Jim Parks, President (w/enclosure)
North Texas Municipal Water District
P.O. Box 2408
Wylie, Texas 75098

Certified Mail # _____, Return Receipt Requested

ARTICLE 9

CROSS-CONNECTION CONTROL PROGRAM

9.01 Customer Service Inspections.

- (a) A customer service inspection shall be completed prior to providing continuous water service to all new construction and to any existing service connection when the district finds or has reason to believe that a cross-connection or other contaminant hazard exists at the property, or after any material improvement, correction, or addition to the customer's private water distribution facilities. [See Section 2.09.] It is the responsibility of the customer to report to the district any such improvements, corrections or additions.

- (b) Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:
 - (1) Plumbing inspectors and water supply protection specialists that have been licensed by the Texas State Board of Plumbing Examiners (TSBPE); and
 - (2) Certified waterworks operators and members of other water related professional groups who have completed a training course, passed an examination administered by the TCEQ or its designated agent, and hold a current endorsement issued by the TCEQ

- (c) The customer service inspector must certify that:
 - (1) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the water system by a properly installed air gap or an appropriate backflow prevention assembly.
 - (2) No cross-connection between the public water supply and a private water source exists. Where an actual properly installed air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.
 - (3) No connection exists which allows water to be returned to the public water supply is permitted.
 - (4) No pipe or pipe fitting which contains more than 8% lead may be used for

the installation or repair of plumbing at any connection that provides water for human use.

(5) No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use. A minimum of one (1) lead test shall be performed for each inspection

(d) No water service connection shall be made to any establishment where a potential or actual contamination hazard exists unless the water supply is protected in accordance with TCEQ Rules and Regulations for Public Water Systems ("TCEQ Rules") and the provisions of this article. The district shall discontinue water service if a required backflow prevention assembly is not installed, maintained and tested in accordance with the TCEQ Rules and this article. The required assembly shall be installed at the customer's expense.

9.02 Backflow Prevention Assembly Installation; Testing and Maintenance.

(a) All backflow prevention assemblies shall be installed, tested, and certified to be operating within specifications by a backflow prevention assembly tester. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by an in house backflow prevention assembly tester and at the expense of the customer.

(b) All backflow prevention assemblies shall be installed and tested in accordance with the manufacturer's instructions, the AWWA's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current addition, or The University of Southern California Manual of Cross-Connection Control, current addition.

(c) Assemblies shall be repaired, overhauled or replaced at the expense of the customer whenever said assemblies are found to be defective. Original forms of the test, repairs and over-haul shall be kept and submitted to the district within five (5) working days of the test, repairs or overhaul of each backflow prevention assembly. These forms shall include the test gauge's serial number and date of last certification.

(d) No backflow prevention assembly or device shall be removed from use, relocated, or other assembly or device substituted without the approval of the district. Whenever the existing assembly or device is moved from the present location or cannot be repaired, the backflow assembly or device shall be replaced with a backflow prevention assembly or device that complies with this section, the AWWA's

Recommended Practice for Backflow Prevention and Cross-Connection Control (manual M14), current addition, University of Southern California Manual of Cross Connection Control, current addition, or the current plumbing policies and regulations of the district, whichever is more stringent.

- (e) Test gauges used for backflow prevention assembly testing shall be calibrated at least annually in accordance with the AWWA's Recommended Practice for Backflow Prevention and Cross-Connection Control (Manual M14), current addition, or The University of Southern California's Manual of Cross-Connection Control, current addition. The original calibration form must be submitted to the district within five (5) working days after calibration.

- (f) Backflow prevention assembly tests are performed in house and must hold a current endorsement from the TCEQ and have a valid certificate on file with the district.

APPENDIX A

Standard Service Application Packet

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT

P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

Service Application and Agreement

This application and agreement form must be completed and signed only by the person(s) requesting service. For new service, the district may request a map or plat showing the applicant's preferred meter location on the premises.

APPLICANT INFORMATION:

Name: _____ DOB: _____ TDL#: _____

Name: _____ DOB: _____ TDL#: _____

Home Phone: (_____) _____ Work Phone: (_____) _____

PROPERTY:

Service Address: _____
Street City State Zip

Legal Description Copy of deed or description attached; or
 Subdivision: _____ Lot: _____ Block: _____

LANDLORD INFORMATION: (if applicable)

Landlord: _____ Telephone: (_____) _____

Landlord's Address: _____

SERVICE INFORMATION:

Proposed Use of Property: Residential Agricultural Commercial Other

If Commercial or Other, describe: _____

Acreage: _____ Building Area: _____ ft² Irrigation system? (Y/N): _____ No. of Residents: _____

Livestock (Type & Number): _____

Special Service Needs: _____

DISTRICT USE ONLY		
Date Approved: _____	Service Class: _____	Account No: _____
Inspection Date: _____	Meter Size: _____	Deposit \$ _____
Service Date: _____	Line Extension: _____	Connect Fee \$ _____
Easement Rec'd: Yes _____ No _____	Road Bore: _____	Date Paid: _____

SERVICE APPLICATION AND AGREEMENT (CONT'D)

Upon the undersigned Applicant, singly or collectively, complying with all terms and conditions of service, the Wylie Northeast Special Utility District will furnish water service to Applicant at the above-reference property and Applicant shall purchase and receive water service from the district in accordance with the district's Rate Order and other applicable service policies, if any. Applicant further agrees to pay all applicable fees and charges for such water service in accordance with district's Rate Order, as amended from time to time.

All water furnished by the district to Applicant shall be metered by a meter installed, owned, and maintained by the district. The district shall have the exclusive right to locate the meter, pipeline and appurtenant equipment on the property to connect Applicant to the district's water system. The meter and service connection is for the sole use of Applicant and is to provide service to only one (1) dwelling or (1) business on the property. Applicant shall allow the district access to the district's meter, pipeline and appurtenant equipment on the property at all times for any purpose connected with, or in the furtherance of, the district's water utility operations. In addition, the district shall have the right to enter upon the property and remove its meter, pipeline or appurtenant equipment upon disconnection or discontinuance of service to Applicant. Applicant is expressly prohibited from (i) attempting to tamper with or bypass the meter (ii) diverting water service from the property to another tract or parcel of land, or (iii) sharing, reselling or sub metering water to any other person, dwelling, business or property. Any person who intentionally or knowingly causes impairment or interruption of the district's public water supply, or causes it to be diverted in any manner, shall be reported by the district for possible prosecution under Texas Penal Code §28.03.

Applicant shall install, at Applicant's own expenses, any necessary service lines from the district's meter to the point of use including customer service isolation valves, backflow prevention devices, clean-outs and other equipment as may be specified by the district.

Water service provided to Applicant by the district shall be provided for the use indicated on the front of this application form (i.e. residential, commercial, etc.) Applicant must notify the district prior to converting the service address to another use (for example converting a residence to a business) by completing a new Service Application and Agreement. Additional fee may be required.

As a condition of service, Applicant shall grant to the district, now or in the future, any easement and right-of-way required by the district for the purpose of installing, maintaining, or operating the district's water distribution facilities, including pipelines, meters, valves and hydrants, that the district deems necessary to extend or improve service for existing or future customers. The grant shall be on a form approved by the district.

The district is responsible for protecting the public drinking water supply from contamination or pollution. The following unacceptable practices are prohibited by state regulations:

- (a) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
- (b) No cross connection between the public drinking water supply and a private water system is permitted. Such threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure zone backflow prevention assembly, and must include a service agreement for annual inspection and testing by a certified backflow prevention device tester.

- (c) No connection which allows condensing, cooling, or industrial process water to be returned to the public water supply is permitted.
- (d) No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988 at any connection that provides water for human consumption.

No solder or flux that contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988 at any connection that provides water for human consumption.

Applicant shall allow the property receiving service to be inspected for possible cross-connections, potential contamination hazards and illegal lead materials. These inspections shall be conducted by the district or its designated agent prior to initiating service and periodically thereafter. The district shall notify Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. Applicant shall immediately correct any undesirable practice on their premises and shall, at Applicant's own expense, properly install, test and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Applicant.

If Applicant fails to comply with the terms of this service agreement, the district shall, at its option, either terminate service or properly install test, and maintain an appropriate backflow prevention device at the service connection. Notwithstanding anything to the contrary, the district may immediately disconnect service without prior notice if an actual health hazard exists. Any expenses associated with the enforcement of this service agreement shall be billed to the customer.

By execution hereof, the Application shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or contractors, tampering by other district customers, normal failures of the system. Or other events beyond the District's control. Applicant also acknowledges that the district's water system provides potable water for domestic consumption only and the district does not guarantee that its water system will provide "fire Flows" as defined by the Uniform Code or similar code to fight structure fires.

Any misrepresentation of facts by Applicant in this service agreement shall result in the district disconnecting service to Applicant in accordance with the district's Rated Order. The district shall maintain a copy of this service agreement as long as the Applicant and/or premises is connected to the district's public water system.

AGREED TO BY APPLICANT:

Applicant Signature

Applicant Signature

Application received on behalf of district by _____ on _____, 20____.

EASEMENT AND RIGHT-OF-WAY

(Including Temporary Easement for Construction)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

That _____ (hereinafter individually or collectively “Grantor”), residing at _____, but own said property, with the service description of _____ for and in consideration of ONE DOLLAR AND NO/100 (\$1.00) and other good and valuable consideration paid to Grantor by the **Wylie Northeast Special Utility District** (hereinafter “Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, a permanent easement and right-of-way to erect, construct, install and lay, and there after access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add, and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantor’s property as well as Grantee’s current and future system-wide water utility customers, under, over and **across -0-**acres of land, more particularly described in an instrument recorded in **MIN or MIERS:** _____ of the Real Property Records of Collin County, Texas, together with the right of ingress, egress, and regress over Grantor’s adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed twenty feet (20’) in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed, except that when the first pipeline is installed, the easement herein granted shall be limited to a strip of land twenty feet (20’) in width the center line thereof being the pipeline as installed.

Grantor also grants and conveys unto Grantee a thirty foot (30’) wide temporary construction easement for use in connection with the initial installation of a pipeline or lines by Grantee in the in the permanent easement described herein above, and for the storage of excavation material resulting from such construction. Grantee is hereby authorized to designate the course of the temporary construction easement herein conveyed, except that when the first pipeline is installed, the easement herein granted shall be limited to a strip of land thirty foot (30’) in width the center line thereof being the pipeline as installed. The temporary construction easement will expire upon completion of construction and acceptance of the pipeline or lines by Grantee.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation; (I) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to easement; (II) the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that may injure Grantee’s pipelines, appurtenances and facilities, or interfere with the construction, installation, use operation, inspection, repair, alteration, protection, maintenance, replacement, upgrading, paralleling or removal thereof; and (III) the right to abandon-in-place any and all pipelines, appurtenances and facilities, such that Grantee shall have no obligation or liability to Grantor or to Grantor’s heirs, successors or assigns, to move or remove any such abandoned pipelines, appurtenances or facilities.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said pipeline as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty feet (20') in width the center line thereof being the pipeline as relocated.

Grantor, and Grantor's heirs, successors and assigns, may fully use and enjoy the premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the easement hereby granted without Grantee's written consent; provided further that Grantor, and Grantor's heirs, successors and assigns, may construct, dedicate and maintain over and across the easement such driveways, utility lines and fences as will not interfere with Grantee's use of the easement for the purpose aforesaid.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the pipelines, appurtenances and facilities referred to herein, and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees. Grantor covenants that Grantor is the owner of the above described land and that said land is free and clear of all encumbrances and liens.

TO HAVE AND TO HOLD the easement and rights appurtenant thereto unto the Grantee, its successors and assigns, until the pipelines, appurtenances and facilities are declared permanently abandoned by the Grantee, in which event said easement and rights appurtenant there to shall cease and terminate and revert to Grantor, Grantor's successors and assigns.

Grantor does hereby bind itself and Grantor's heirs, successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement and rights appurtenant thereto herein granted to Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

When context requires, singular nouns and pronouns include the plural.

GRANTORS:

Signature of Party 1

Signature of Party 2

Printed name of Party 1

Printed name of Party 2

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
20____, by _____.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
20____, by _____.

Notary Public, State of Texas

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. BOX 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

COST OF SERVICE
(Residential Service)

APPLICANT: _____
DATE: _____
PROPERTY: _____

The district has determined the cost for providing residential water service to your property in the amount stated below. By signing this cost of service notice, you acknowledge that all charges and fees for service are non-refundable except for the deposit. Prior to selling or vacating the property, you must request that your service be discontinued and provide a forwarding address. The district will refund the balance of your deposit after applying any outstanding service charges. This notice is provided in accordance with Section 5.03(e) of the district's Rate Order and shall remain effective for thirty (30) days from the date above.

Fill-in All fees or charges that apply:

Deposit	\$	200.00
Activation Fee	\$	75.00
Connection Fee	\$	2,450.00
Reserved Service Charge	\$	_____
Easement Fee	\$	_____
Cost of Road Bore	\$	_____
Cost of Line Extension	\$	_____
Other: _____	\$	_____
	TOTAL:	\$ _____

RECEIVED BY APPLIANT(S):
Applicant's Signature: _____
DL # _____

Co-Applicant's Signature: _____
DL # _____

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. BOX 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

COST OF SERVICE
(Commercial Service)

APPLICANT: _____

DATE: _____

PROPERTY: _____

The district has determined the cost for providing residential water service to your property in the amount stated below. By signing this cost of service notice, you acknowledge that all charges and fees for service are non-refundable except for the deposit. Prior to selling or vacating the property, you must request that your service be discontinued and provide a forwarding address. The district will refund the balance of your deposit after applying any outstanding service charges. This notice is provided in accordance with Section 5.03(e) of the district's Rate Order and shall remain effective for thirty (30) days from the date above.

Fill-in All fees or charges that apply:

Service Investigation Fee	\$	_____
Activation Fee	\$	75.00
Deposit.	\$	_____
Connection Fee	\$	_____
Easement Fee	\$	_____
Cost of Road Bore	\$	_____
Cost of Line Extension	\$	_____
Other: _____	\$	_____
TOTAL:	\$	_____

RECEIVED BY APPLIANT(S):

Applicant's Signature: _____

DL # _____

Co-Applicant's Signature: _____

DL # _____

Cost of Service Notice (Commercial)

www.wylienortheastwater.com

APPENDIX B

(Sample)
Nonstandard Service Application Packet

WYLIE NORTHEASTSPECIAL UTILITY DISTRICT
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

NONSTANDARD SERVICE APPLICATION

DATE: _____

NAME OF PROPOSED DEVELOPMENT: _____

Maximum Number of Lots: _____ Standard Lot Size: _____

NAME OF APPLICANT/DEVELOPER: _____

Name & Title of Person Completing Application: _____

Mailing Address: _____

Tel: _____ Fax: _____ E-mail: _____ Cell: _____

NAME OF PROPERTY OWNER: _____

Mailing Address: _____

Tel: _____ Fax: _____ E-mail: _____ Cell: _____

NAME OF ENGINEERING FIRM: _____

Responsible Engineer: _____

Mailing Address: _____

Tel: _____ Fax: _____ E-mail: _____ Cell: _____

LEGAL DESCRIPTION OF PROPERTY: (STATE OR Attach) _____

Type of Development: (Check all that apply)

- Residential Subdivision Apartments Manufactured Home Park RV Park
 Commercial/Industrial Park Other Large Meter Applicant (>3/4" Meter)

SPECIAL SERVICE NEEDS _____

ADDITIONAL INFORMATION:

1. Is the property located in the corporate limits or RTJ of a municipality? Yes _____ No _____

If yes, provide the name of the municipality: _____

2. Are additional phases planned for this development? Yes _____ No _____

If yes, please explain: _____

REQUIRED ATTACHMENTS: Please indicate whether the following items are attached:

- 1. Three (3) copies of the preliminary Plat Yes _____ No _____
- 2. Three (3) copies of the final plat Yes _____ No _____
- 3. Three (3) copies of the water utility/line extension plans Yes _____ No _____
- 4. A Location map of the proposed development Yes _____ No _____
- 5. A check in the amount of the estimated Service Investigation Fee Yes _____ No _____

All information provided to the district under an application for nonstandard service shall be considered public information and will be made available for inspection and copying. Any person who submits information under such an application consents to the inspection and copying of that information.

This application must be completed by the Applicant only. The district will take no action related to the above-described development until this application is complete. A signed application will be considered complete only after the district has received all required attachments, including a valid check in the amount of the estimated Service Investigation Fee. Please contact the General Manager to obtain the estimated amount of the Service Investigation Fee.

I CERTIFY, AS THE APPLICANT OR AS AN AUTHORIZED REPRESENTATIVE ON BEHALF OF THE APPLICANT THAT THE FOREGOING REPRESENTATIONS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT.

SIGNED: _____, 20_____.

By: _____

Print Name: _____

Title: _____

FOR ADMINISTRATIVE USE

SERVICE INVESTIGATION FEE:

Est. Amount _____

Check # _____

Date Paid: _____

Received By: _____

MISSING ATTACHMENTS:

Date Received: _____ By: _____

Date Received: _____ By: _____

Date Received: _____ By: _____

COMMENTS:

**NON-STANDARD SERVICE CONTRACT
BY AND BETWEEN
WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
AND**

(_____)

This Nonstandard Service Contract ("Contract") is entered into by and between _____ ("Developer"), a _____, and Wylie Northeast Consumers Special Utility District (the "District").

WHEREAS, Developer is engaged in developing a _____ ± acre tract of land out of the _____ Survey (Abstract No. _____) in Collin County, Texas, more particularly described or shown on the attached Exhibit "A" (the "Property");

WHEREAS, Developer intends to develop a residential subdivision on the Property known as _____, an addition to the City of _____, _____ County, Texas (the "Development"), in accordance with plans and specifications submitted to and approved by the District;

WHEREAS, the Property is located within the District's service area where the District owns and operates a retail public water system under Certificate of Convenience and Necessity No. 10192 supplying potable water for domestic use;

WHEREAS, Developer has requested the District to provide water service to the Property through an extension of the District's water supply system, such extension being hereinafter referred to as the "Off-Site Facilities;"

WHEREAS, Developer intends to construct water distribution facilities on the Property through which the District will provide water service to a maximum _____ residential service connections in the Development, such facilities being hereinafter referred to as the "On-Site Facilities;"

WHEREAS, the Off-Site Facilities and On-Site Facilities shall be collectively referred to as the "System Improvements;"

WHEREAS, the District has determined and declared the Development to be a high density development pursuant to its Rate Order; and

WHEREAS, the District has agreed to take the actions necessary to make water available and to serve the Property pursuant to the terms and conditions of this Contract.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and the District agree as follows:

1. Engineering and Design of System Improvements.

- (a) The System Improvements shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the District and all governmental agencies having jurisdiction. All plans and specifications for the System Improvements must be reviewed and approved by the District's consulting engineer prior to the issuance of any invitation for bids for construction of the System Improvements. The approved plans and specifications shall become part of this Contract by reference and shall more particularly define the System Improvements.
- (b) The Off-Site Facilities must be sized to provide continuous and adequate water service to the Property based on plats and plans for the Development submitted to the District by Developer. The District may require the Off-Site Facilities to be upsized in anticipation of the needs of other or future customers of the District, subject to an obligation by the District to reimburse Developer for the additional cost of such upsizing as provided for herein below. Notwithstanding anything herein to the contrary, the District shall have no obligation to reimburse Developer for any Off-Site Facilities that utilize up to an eight inch (8") internal diameter pipe.

2. Required Easements or Rights-of-Way.

- (a) Developer shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which the District determines are necessary for the construction or operation of the System Improvements and for obtaining any governmental approvals necessary to construct the System Improvements in public right-of-ways.
- (b) Any easements acquired by Developer shall be in a form approved by the District's attorney and shall be assigned to the District upon proper completion of the construction of the System Improvements. The legal instruments by which Developer will acquire, assign or dedicate any such easements to the to the District must be approved by the District's attorney prior to the execution of such instruments

3. Construction of System Improvements.

- (a) To construct the System Improvements, Developer shall select a qualified contractor subject to the District's approval or advertise for bids for construction of the System Improvements, in accordance with generally accepted bidding practices, and shall award the contract for construction subject to the District's approval. The District may reject any bid.
- (b) Upon the selection and approval of a contractor, Developer shall prepare and submit a construction contract to the District for its review and approval.
- (c) The contractor shall obtain and tender payment and completion bonds in the full amount of the contract price. The bond forms and the underwriters are subject to the District's approval.
- (d) Upon execution of the approved construction contract, Developer shall escrow the full amount of the contract price with the District or execute a Three-Way Contract approved by the District's general counsel. If the contract price is escrowed with the District by Developer, the District shall pay the contractor's pay requests pursuant to the terms and conditions of the construction contract.

- (e) The System Improvements shall be constructed in accordance with the approved plans and specifications and the District's tariff, rate order, rules and regulations. The District shall have the right to inspect and approve all phases of the construction of the System Improvements. Developer must give written notice to the District of the date on which construction is scheduled to commence so that the District may assign an inspector. The District may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus ten percent (10%) overhead.

4. Dedication of System Improvements. Upon proper completion of construction of the System Improvements, and final inspection and approval thereof by the District, Developer shall dedicate the System Improvements to the District by a plat recorded in the county land records or by a separate legal instrument recorded in the county land records and in a form approved by the District's general counsel. The System Improvements shall thereafter be owned by the District subject to Developer's maintenance bond in an amount of not less than twenty percent (20%) of the total construction cost of the System Improvements and for a term of not less than two (2) years. Developer's maintenance bond is subject to the approval of the District's general counsel. Any connection of individual customers or members to the System Improvements shall be made by the District.

5. Cost of System Improvements.

- (a) Developer shall pay or reimburse the District for all costs associated with the System Improvements including, without limitation, costs arising from or related to the following:
 - (i) Engineering and design;
 - (ii) Easement and right-of-way acquisitions;
 - (iii) Construction;
 - (iv) Inspections;
 - (v) Attorney's fees;
 - (vi) Insurance and bond premiums; and
 - (vii) Governmental or regulatory approvals required to lawfully provide service
- (b) Developer shall indemnify the District and hold the District harmless from all of the foregoing costs.
- (c) As reflected in the approved plans and specifications for the Off-Site Facilities, the District has required Developer to upsize all or a portion of the Off-Site Facilities in anticipation of the needs of other customers of the District. The District shall reimburse Developer pro rata for

the additional costs of construction attributable to upsizing the Off-Site Facilities, as determined by the District's consulting engineer, in accordance with paragraph 6 below.

6. Pro-Rata Reimbursement.

- (a) For a period not to exceed ten (10) years following the acceptance date of the Off-Site Facilities constructed pursuant to this Contract, the District will collect from any applicant that connects or desires to connect to the Off-Site Facilities a pro-rata fee that is determined in accordance with the formula set forth in Exhibit "B" attached hereto and incorporated herein by reference.
- (b) The District will tender pro-rata reimbursements only to Developer at the address set forth in paragraph 11 below. It will be the duty of Developer to notify the District in writing of any change of address.
- (c) The District may assess a five percent (5%) administrative fee for the administration of pro-rata reimbursements which shall be deducted from all pro-rata fees collected by the District before remittance to Developer.

7. Service Investigation Fee. Simultaneous with Developer's execution and delivery of this Contract to the District, Developer shall pay a Service Investigation Fee of \$ _____ to the District. Upon completing its service investigation, including the completion of all legal and engineering services associated with processing Developer's service request, the District shall refund the remaining balance of the fee, if any, to Developer. However, if the fee paid by Developer is not sufficient to pay all expenses incurred or to be incurred by the District in performing the service investigation, Developer shall pay or reimburse the District for such expenses upon written request, and the District shall have no obligation to continue processing Developer's service request until the requested payment or reimbursement has been paid. Such expenses that may be incurred by the District in performing the service investigation include, without limitation, professional, administrative and other fees for:

- (a) reviewing and approving plats, plans and specifications;
- (b) obtaining or determining cost estimates for construction;
- (c) advertising and accepting bids for construction;
- (d) Reviewing and preparing this Contract and documents described herein or related to the subject matter hereof; or
- (e) Obtaining or providing other services as required by the District for such investigation.

8. Service Connection Fees.

- (a) The connection fee for each residential service connection in a high density development is \$ _____. Except for the customer deposit, this amount covers everything required to obtain and receive water service from the District at a residential connection including

installation of a 5/8" x 3/4" meter. Developer shall pay to the District a connection fee in the total amount of \$ _____ for all _____ service connections on the Property according to the following schedule:

- (i) Payment 1: Developer shall pay the sum of \$ _____ to the District for _____ connections prior to commencing construction of the System Improvements.
 - (ii) Payment 2: Developer shall pay the sum of \$ _____ to the District for _____ connections prior to the District approving and accepting dedication of the Off-Site Facilities or On-Site Facilities, whichever occurs last.
- (b) Against the total Connection Fee to be paid by Developer under this Contract, the District will credit Developer up to \$ _____ for the reasonable costs incurred and paid by Developer for construction of the Off-Site Facilities as determined by the District's consulting engineer. The credit will be divided and applied equally to the payments specified in the preceding Subsection (a).

9. Service from System Improvements.

- (a) After proper completion and dedication of the System Improvements to the District, the District shall provide continuous and adequate water service to the Property, conditioned upon:
- (i) Developer complying with the terms and conditions of this Contract and the rules, regulations and Rate Order of the District;
 - (ii) Developer paying all standard rates, fees and charges of the District;
 - (iii) Developer paying all rates, fees and charges contained in this Contract including, without limitation, the service investigation and connection fees;
 - (iv) the District acquiring the legal right to provide water service to the Property by ;
and
 - (v) Developer paying or reimbursing the District for all costs of .
- (b) It is understood and agreed by the parties that the obligation of the District to provide water service in the manner contemplated by this Contract is subject to the issuance of all permits, certificates, or approvals required to lawfully providing retail water service by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction.
- (c) Without the District's prior written approval, Developer shall not:
- (i) construct or install additional water pipelines or water distribution facilities to service areas outside the Property;
 - (ii) add or incorporate any additional land to the Property for which water service is to be provided pursuant to this Contract; or

(iii) extend or connect the System Improvements to or serve any person who, in turn, sells or furnishes water directly or indirectly to any other person.

(d) By execution of this Contract, Developer acknowledges that the District's water distribution system provides potable water for domestic consumption only and does not provide "fire flows" as defined by the Uniform Fire Code, International Fire Code, or any other code or regulation concerning fire-safety requirements for new and existing buildings and premises.

10. Effect of Force Majeure. In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply,

and any other inabilities' of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable in the judgment of the party having the difficulty.

11. Notices. Any notice to be given hereunder by either party to the other shall be in writing and may be affected by delivery in person or by facsimile, or by sending said notice by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when deposited with the United States Postal Service with sufficient postage affixed.

To District: Wylie Northeast SUD
Attn: General Manager
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
Fax: (972) 429-9413

To Developer: _____
Attn: _____
Fax: _____

Either party may change its address for notice by giving the other party written notice of such change in accordance with the provisions of this paragraph.

12. Breach of Contract and Remedies.

- (a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon its receipt of a notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party shall have all rights and remedies at law and in equity including, without limitation, the right to enforce specific performance of this Contract by the breaching party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- (b) Termination of this Contract by either party shall not affect any previous conveyance.
- (c) The rights and remedies granted in this Contract to the parties in the event of default are cumulative, and the exercise of such rights shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Contract.

13. Indemnity. Developer shall indemnify and save harmless the District, its officers, agents, representatives and employees, from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Developer or its agents, representatives or employees in connection with or related to the Property, the Development, the System Improvements or the execution or performance of this Contract.

14. No Third Party Beneficiaries. This Contract is solely for the benefit of the parties hereto, and no other person has any right, interest or claim under this Contract.

15. Context. Whenever the context requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.

16. Litigation Expenses. Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

17. Intent. The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Contract.

18. Authority. The signatories hereto represent and affirm that they have authority to execute this Contract on behalf of the respective parties hereto.

19. Severability. The provisions of this Contract are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Contract or the application thereof to any person

or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such word, phrase, clause, sentence, paragraph, section, or other party of this Contract to other persons or circumstances shall not be affected thereby and this Contract shall be construed as if such invalid or unconstitutional portion had never been contained therein.

20. Entire Agreement. This Contract, including any exhibits and/or addendums attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Contract. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

21. Amendment. No amendment of this Contract shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the District and the Developer, respectively, which amendment shall incorporate this Contract in every particular not otherwise changed by the amendment.

22. Governing Law. This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Collin County, Texas.

23. Assignment. The rights and obligations of Developer under this Contract may not be assigned without the prior written consent of the District. This Contract shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

24. Effective Date. This Contract shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each of the parties has caused this Contract to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

EXECUTED on this the _____ day of _____, 20____.

DEVELOPER:

By: _____
Name: _____
Title: _____

EXECUTED on this the _____ day of _____, 20____.

WYLIE NORTHEAST SUD:

By: _____
President

ATTEST:

Secretary

EXHIBIT "A"

TO

NON-STANDARD SERVICE CONTRACT

(_____)

PROPERTY DESCRIPTION

APPENDIX C

(SAMPLE)

Miscellaneous Transaction Forms

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O BOX 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

NOTICE TO OWNER OF RENTAL PROPERTY

Service Address:

You are hereby given notice that the tenant (renter) _____ at the above-noted service address is past due on your water account with Wylie Northeast Special Utility District. The tenant has been sent a second and final notice, a copy of which is enclosed herein, and the district will terminate water utility service unless the bill is paid by the final due date. If service is terminated, the restoration of service shall be governed by the terms and conditions of the district's Rate Order. A fee of \$15.00 has been posted to the account for mailing this notice. Any unpaid bills, service fees or reconnect fees are chargeable to you as owner of the rental property. If you have any questions concerning the status of this account, please do not hesitate to call.

Respectfully,

General Manager
Wylie NE Special Utility District

Amount Due (Including service charges): \$ _____

Final Due Date: _____

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O BOX 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

Notice of water rationing

Date: _____

TO: All Customers

The Wylie Northeast Special Utility District's water system is unable to meet current customer demand for water due to drought conditions and/or recent extreme water usage. Therefore, in accordance with the district's Drought Contingency Plan on file with the Texas Commission on Environmental Quality, you are hereby notified that Stage _____ rationing will begin on _____, 20____, and will be in effect until _____, 20____, or until further notice by the district, whichever occurs first.

Under Stage _____ rationing, you must restrict your water usage as follows: _____

_____.

The district is authorized to assess penalties and take additional measures against any customer found in violation of the water use restrictions specified in this notice. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from these restrictions, please notify the district in writing at the address above. The approved Drought Contingency Plan is available for review at the district's business office. A copy of the plan may be obtained upon payment of standard copying charges.

Thank you for your cooperation.

General Manager,
Wylie Northeast SUD

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

DEFERRED PAYMENT AGREEMENT

Customer:

Account #:

Address:

AN AGREEMENT made between Wylie Northeast Special Utility District and the undersigned Customer to be effective on the date of acceptance by the district stated below. By execution of this agreement, the undersigned Customer agrees to pay in full on or before _____, 20____, an outstanding debt owed to the district for unpaid service fees and charges in the total amount of \$_____. Any fees normally assessed by the district on an unpaid customer account balance shall apply. Any failure by the Customer to fulfill the terms of this agreement shall entitle the district to disconnect the Customer's service in accordance with the disconnection procedures in the district's Rate Order.

Customer Signature

Date: _____

APPROVED AND ACCEPTED by the District on _____, 20____

By: _____
General Manager,
Wylie Northeast SUD

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

METER TEST AUTHORIZATION AND TEST RESULTS

Customer Name: _____

Address: _____

Date of Request: _____

Telephone: _____

Account No.: _____

Meter Serial No.: _____

Reason(s) for
Request: _____

The undersigned Customer hereby authorizes Wylie Northeast Special Utility District to pull and test Customer's water meter for accuracy. Customer may be present during the test, but if not, Customer shall accept test results shown by the district. The test shall be conducted on a certified test bench in accordance with the American Water Works Association standards and methods. Customer agrees to pay \$35.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water service charges and fees. In the event that Customer is required to pay for the test and for outstanding water service charges and fees, said charges and fees shall be appear on the first billing statement sent to the Customer following the test date.

Signature of Customer

TEST RESULTS

Low Flow (¼ GPM) 103.0%)	_____ %	(AWWA Standard 97.0 -
Intermediate (2 GPM) 101.5%)	_____ %	(AWWA Standard 98.5 -
High Flow (10 GPM) 101.5%)	_____ %	(AWWA standard 98.5 -

Register test _____ minutes at _____ GPM recorded per _____ gallons.

_____ Meter tests accurately; no adjustments due.

_____ Meter tests high; adjustment due on water charges by _____ %

_____ Meter tests low; no adjustment due.

Test conducted by _____
Approved

REQUEST FOR CONFIDENTIALITY

You can now request that personal information contained in district customer/account records not be released to unauthorized persons. Under Section 182-052 of the Texas Utility Code, the district may not disclose personal information in a customer's account record, or any information relating to water usage or billing, if the customer requests in writing that the information be kept confidential.

Please note, the district must still provide this information under law to certain persons.

The district must still provide this information to: (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by, and providing services to, the district or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the Applicant has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas electricity, or drainage service for compensation.

I/we hereby request that the district keep the personal information in my/our account record confidential, including address, telephone number and social security number(s), to the extent permitted by federal and state law.

Signature

Date: _____

Signature

Date: _____

AFTER RECORDING RETURN TO:

Wylie Northeast SUD
P.O. Box 1029
Wylie, Texas 75098

**NOTICE OF REQUIREMENT TO COMPLY
WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF
WYLIE NORTHEAST SPECIAL UTILITY DISTRICT**

Pursuant to Texas Water Code § 13.2502, Wylie Northeast Special Utility District hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land within the service area of Wylie Northeast Special Utility District, Certificate of Convenience and Necessity No. 10192, in Collin County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water service connections on a single contiguous tract of land must comply with the Subdivision Service Extension Policy and Nonstandard Service Requirements (the "Subdivision Policy") contained in the district's Rate Order.

Wylie Northeast Special Utility District is not required to extend retail water utility service to a service applicant in any subdivision where the developer has failed to comply with the district's Subdivision Service Extension Policy.

Applicable elements of the Subdivision Policy include:

- Evaluation by Wylie Northeast Special Utility District of the impact a proposed subdivision service extension will make on the district's water supply and service system and payment of the costs for this evaluation;
- Completion of a service application and execution of non-standard service contract (facilities agreement) and/or other agreements;
- Payment of reasonable costs or fees by the developer for providing water supply and service capacity;
- Payment of fees for reserving water supply and service capacity;
- Forfeiture of reserved water supply and service capacity for failure to pay applicable fees;
- Payment of costs of any improvements to Wylie Northeast Special Utility District's water utility system that is necessary to provide the water service;
- Construction according to design approved by Wylie Northeast Special Utility District and dedication by the developer of water facilities within the subdivision following inspection.

Wylie Northeast Special Utility District's rate order and a map showing the district's service area may be reviewed at the district's regular office at 745 Parker Road, Wylie, Texas 75098. The service area map is also filed of record at the Texas Commission on Environmental Quality in Austin, Texas, and may be reviewed by contacting the TCEQ, c/o Utility Rates and Services Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

Date

Name

Address

City State Zip

Re: **NOTICE OF RETURNED CHECK**

Account _____

Dear Customer:

A check in the amount of \$ _____, was written on your behalf to pay for water services at _____ . The third party check was returned to us for Insufficient Funds and your account is being charged back the payment made plus the returned check fee.

You have ten days from the date of this notice in which to redeem the returned check by paying a total of _____. You will need to pay your past due balance of \$_____, and the return check fee of \$25.00. Redemption of the returned check and payment of the additional fee may be made by cash, money order, or certified check. If you have not redeemed the return check and paid the additional fee within (10) days, your utility service will be disconnected in accordance with the district's Rate Order.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Sue Jones
General Manager

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

REQUEST FOR SERVICE DISCONTINUANCE

Date: _____ Account #: _____

Customer(s): _____

Meter Address: _____

I/we hereby request that the above meter be disconnected on _____, 20____, from the district's water utility system and that my deposit be refunded to me if not done previously. To reinstate service at this address, I acknowledge that I will be required to re-apply for service as a new customer and pay the associated fees as stated in the district's Rate Order in effect at that time.

If the following applies, please initial:

_____ I further represent to the district that my spouse joins me in this request and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse.

Forwarding address for refund of deposit balance:

Address **City** **State** **Zip**

Customer Signature

Customer Signature

NOTICE: Charges for service to this account will terminate on the date service is disconnected by the district. Service will be disconnected within 36 hours of the date this completed and signed form is received by the district, unless you enter a subsequent disconnection date in the space provided above. Unpaid service charges will be deducted from your deposit and the balance mailed within 30 days to the forwarding address above.

RECEIVED BY DISTRICT ON _____, 20____, BY _____.

Lock Meter _____yes _____no

Initials _____

ACKNOWLEDGMENT OF EASEMENT DENIAL

STATE OF TEXAS §
COUNTY OF COLLIN §

**Legal Description of
Property:** _____

I, _____, owner of the above-described property, hereby refuse and deny the request of Wylie Northeast Special Utility District for an easement and right-of-way to install, extend, enlarge, upgrade, improve or relocate one or more water lines with appurtenances for a community water distribution system upon, under or across the above-described property.

Signature of Property Owner

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 20____,
by _____

Notary Public, State of Texas

AFFIDAVIT OF EASEMENT DENIAL

STATE OF TEXAS §
COUNTY OF COLLIN §

Legal Description of Property:
(the "Property").

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, who, after being duly sworn, stated under oath that he/she is the duly appointed General Manager of Wylie Northeast Special Utility District (the "District"); that the District requested easement and right-of-way upon, under and across the Property from _____ to install, extend, enlarge, upgrade, improve or relocate one or more water lines with appurtenances for a community water distribution system; that attached to this Affidavit is a true copy of the final easement request letter and Easement and Right-of-Way sent by first class mail, postage prepaid, and certified mail, return receipt requested, to _____ on _____, 20____, and [a signed receipt verifying delivery and acceptance is attached to this Affidavit (OR) the return noting refusal to accept or verify delivery is attached to this Affidavit]; that the District did not receive a signed Easement and Right-of-Way or signed Acknowledgment of Easement Denial within thirty (30) days following the receipt of same by _____; that the District's consulting engineer furnished _____ with a current estimate of the cost for relocating, replacing or constructing water distribution facilities and/or other improvements within the requested easement, a true copy of which is attached hereto and incorporated herein; that a copy of this Affidavit will be maintained in the official records of the District; and that every statement contained in this Affidavit is within his/her personal knowledge and is true and correct.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME on the ____ day of _____,
20____, by _____, to certify which witness my hand and official seal.

Notary Public, State of Texas

ACKNOWLEDGED

STATE OF TEXAS §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on the ____ day of _____,
20____, by _____ as General Manager of Wylie Northeast Special
Utility District.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Wylie Northeast SUD
Attn: General Manager
P.O. Box 1029
Wylie, Texas 75098

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

TERMINATION NOTICE

DATE:

TO: _____

ACCOUNT NO. _____

TERMINATION DATE: _____

TOTAL PAST DUE CHARGES: \$ _____

You are hereby advised that the delinquent status of your account is jeopardizing your right to receive water utility service from Wylie Northeast Special Utility District. **If the district does not receive full payment of all past due service charges within ten (10) days of the date of this notice, your utility service will be disconnected.** Please be advised that the district will require payment of a \$50.00 disconnect fee plus an additional \$50.00 reconnect fee to restore service after disconnection.

The district's office address and telephone number is stated above. Regular hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Please give this matter the attention it deserves.

General Manager,
Wylie Northeast SUD

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

EMERGENCY LEAK AGREEMENT

Customer(s): _____ Phone 1: _____

Account No. _____ Phone 2: _____

E-Mail: _____

I, the undersigned customer, hereby authorize and request that Wylie Northeast Special Utility District shut-off my water service if a water leak is discovered on my property and I am not available.

By signing this agreement I agree to pay applicable service charges resulting from the district acting in accordance with this agreement and I understand that these charges must be paid with the next monthly utility service bill or my service will be disconnected in accordance with Section 5.14(a) of the district's Rate Order.

I UNDERSTAND AND ACKNOWLEDGE THAT THE DISTRICT IS UNDER NO OBLIGATION TO LOOK FOR OR TO NOTIFY ME OF ANY WATER LEAKS OCCURRING ON MY PROPERTY. I ALSO UNDERSTAND AND ACKNOWLEDGE THAT THE DISTRICT MAY NOT KNOW WHEN OR IF A LEAK HAS OCCURRED ON MY PROPERTY.

Customer Signature: _____

Date: _____

Customer Signature: _____

Date: _____

District Witness: _____

Date: _____

Date:

Customer Name

Address

City, State, Zip

Re: Service Address: _____; Account number _____

Dear _____

Wylie Northeast Special Utility District would like to thank you for being a valued customer for one year or more. It is by the authority of the state of Texas and TCEQ that we update and require all files to have the appropriate documentation from our customers as required by the State.

In order for you to obtain, keep and maintain water service at _____, you will need to come into our office located at 745 Parker Road, Wylie, Texas 745098. Our hours of operation are from 8:00 am to 4:00 pm. When you come in to the office you will need to bring with you the following:

1. Easement and Right of Way (Enclosed)

Per TCEQ §290.47 (b) Appendix B. IV. Enforcement. If the Customer fails to comply with the terms of the Service Agreement, The Water System (WNESUD) shall or has the option of terminating water service.

We do have a Notary on site that can notarize it for you or you can have it notarize and drop it off in the night drop box located at the front of the building. If we do not hear from you within (10) days from the date of this letter we will have no choice but to lock and/or disconnect the water service at address *Harvest Way* for failure to comply with the rules and regulation of Wylie Northeast Special Utility District and TCEQ.

If your water service becomes disconnected due to failure of compliance, you will then incur the expense for having us to reinstall a new water meter, if you so choose to have running water at this location. We do apologize for this inconvenience, however there are guidelines that we must follow as a Water Distribution Center and we are then required to ask the members to comply also.

Thank you for your prompt attention in this matter and if you have any questions or comments, please feel free to contact me.

Sincerely,

Sue Jones
General Manager

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

NOTICE OF RATIONING VIOLATION

DATE:

TO:

FROM: General Manager

Be advised on _____, 20____, the district found you to be in violation of temporary water use restrictions required under the district's Drought Contingency Plan. Notice of the restrictions was mailed to all customers on _____, 20____. (See attached notice). In particular, the district found the following prohibited conditions or activities:

You are hereby directed to immediately curtail your water use at the above address in compliance with the restrictions stated in the attached notice. A penalty will be assessed for subsequent violations in the amount specified by the district's Rate Order. Failure to pay such penalties may result in the district terminating your water service. In addition, the district is authorized to temporarily disconnect your water service for continued violations.

It is not our intent to penalize customers who comply with the district's service requirements. Therefore, please contact the district if you believe this notice was sent in error.

The Drought Contingency Plan is available for review at the district's business office. A copy of the plan may be obtained upon payment of standard copying charges.

Conserving our water resources is an important responsibility of all district customers. Your cooperation is appreciated.

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

SECOND NOTICE OF RATIONING VIOLATION AND PENALTY

DATE:

TO:

FROM: General Manager

Be advised on _____, 20____, the district found you to be in violation of temporary water use restrictions required under its Drought Contingency Plan. In particular, the District found the following prohibited conditions or activities:

This is the SECOND violation. You were notified of a previous violation on _____, 20____. Accordingly, and as provided for in the district's Rate Order, you are hereby assessed and directed to pay a penalty of \$ _____, to be received in the district's business office no later than 4:30 p.m., _____, 20_____.

FAILURE TO PAY THIS PENALTY BY THE DEADLINE ABOVE WILL RESULT IN DISCONNECTION OF YOUR WATER SERVICE WITHOUT FURTHER NOTICE. THE DISTRICT WILL REQUIRE PAYMENT OF ADDITIONAL DISCONNECTION AND RECONNECTION CHARGES BEFORE RESTORING YOUR SERVICE.

You are hereby directed to immediately curtail your water use at the above address in compliance with the restrictions stated in the first notice of rationing and previous notice of violation. **You will be assessed additional and more severe penalties for subsequent violations.** In addition, continued violations may result in termination of your water service regardless of whether you pay the penalties assessed.

It is not our intent to penalize customers who comply with the District's service and drought contingency requirements. Therefore, please contact the District if you believe this notice was sent in error. The Drought Contingency Plan is available for review at the District's regular office and copy may be obtained upon payment of copying charges. Conserving our water resources is an important responsibility of all district customers. Your future cooperation is appreciated.

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT

P.O. Box 1029
745 Parker Road
Wylie, Texas 75098
(972) 442-2075
Fax (972) 429-9413

NOTICE OF TERMINATION
FOR CONTINUED RATIONING VIOLATIONS

TO:

DATE:

ADDRESS:

ACCOUNT NO.:

On _____, 20____, the district found you to be in violation of temporary water use restrictions imposed under its Drought Contingency Plan. In particular, the district found the following prohibited conditions or activities:

The District previously notified you of additional violations on _____, 20____, and _____, 20____. **As a result of these continuing and repeated violations, your water service will be terminated on _____, 20____.** This action is taken under authority of Article 8 of the district's Rate Order.

Your service will not be restored until _____, 20____, and only after the district receives payment of applicable Service Trip and Reconnect Fees in the amount of \$75.00 plus any outstanding penalties and service charges. Subsequent violations thereafter will result in additional suspensions of your water service.

We regret that your continued and repeated violation of water use restrictions required under the Drought Contingency Plan have led to this action. You may pay the above-referenced fees at the district's regular office during its regular business hours, Monday to Friday, 8:00 a.m. to 4:30 p.m. Your future cooperation is appreciated.

General Manager,
Wylie Northeast SUD

WYLIE NORTHEAST SPECIAL UTILITY DISTRICT
P.O. Box 1029
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Wylie, Texas 75098
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Fax (972) 429-9413

TEMPORARY SERVICE AGREEMENT

Applicant makes this request to Wylie Northeast Special Utility District to obtain temporary water service to the property below for purposes of () inspection or clean-up following construction of a dwelling or other building on the property, () road construction, () watering crops and/or livestock under drought conditions, or () drilling. Applicant agrees to pay a \$50.00 temporary service fee plus the cost of installation and Applicant acknowledges that these charges are non-refundable. The District will make a reasonable effort to install temporary service within 2 working days of its receipt of this request or on the requested service date below. Applicant agrees to pay all monthly base rate, gallonage, and other applicable charges for temporary service to the property at the rates stated in the District's effective Rate Order. Service to the property shall be provided on a temporary service basis for a period of 90 days from the date temporary service is installed subject to early termination at the written request of Applicant. Temporary service may be extended for one additional 90-day period upon written request and approval of the District's general manager. Applicant shall be responsible for all damage to the District's meter and other equipment used to provide temporary service to the property.

If applicable: On behalf of _____, the undersigned represents that he or she is authorized to request temporary service to the property.

Applicant: _____

Billing Address: _____

Phone: _____ Fax: _____

Contact: _____ Contact Phone: _____

Property Description: _____

Property Address: _____

Fees:	Temporary Service Fee	\$50.00	Requested Start Date:	_____
	Cost of Installation	\$ _____		
	TOTAL	\$ _____		

Signature:
Printed Name/Title:

Date:
DL#/State:

FOR DISTRICT USE ONLY

Meter No.: _____ **Initial Reading:** _____ **Installed By:** _____

Start Date: _____ **End Date:** _____ **Meter Return Date:** _____

