

**EAST CENTRAL SPECIAL UTILITY DISTRICT'S
OPERATING POLICIES
ADOPTED BY THE BOARD OF DIRECTORS
EFFECTIVE FEBRUARY 1, 2023
REVISED ON AUGUST 10, 2023**

SECTION A: INTRODUCTION TO OPERATING POLICIES

1. Organization. East Central Special Utility District is a public utility and a political subdivision of the State of Texas, pursuant to the provisions of the Texas Constitution, Article XVI, Section 59, as further described in the Texas Water Code, Chapter 65. The purpose of the District is to furnish a potable water supply and take all necessary steps to secure such water resources, wholesale and retail, necessary to accomplish its purpose and requirements of regional planning for future servicing. District operating policies, rates, tariffs and regulations are formulated, effected and may be amended by a Board of Directors elected by the citizens of the District.
2. Non-Discrimination Policy. Service of water is provided to all Applicants who comply with the provisions of this Policy regardless of race, creed, color, national origin, sex or marital status.
3. Rules Application. The rules and regulations specified herein apply to the water services furnished by East Central Special Utility District, also referred to as the “District.” Failure on the part of the Customer to observe these rules and regulations of the District, after due notice of such failure, provides the District the authority to deny or to discontinue the furnishing of service provided herein.
4. District Bylaws. The District has adopted Bylaws which establish the make-up of the Board of Directors, and provide generally for its governance.
5. District Code of Ethics and Administrative Policies. The District has adopted a Code of Ethics and Administrative Policies. See Board Administrative Policies.
6. Fire Protection Responsibility. Fire hydrants installed within the District’s water distribution system are provided for the convenience of the District and do not imply any responsibility on the part of the District to meet fire flow requirements of local, county, state, or federal governmental agencies. Such fire hydrants are support facilities only. The District makes no representation that it is offering fire protection and will in no manner be liable for damages caused by its inability to supply sufficient water for the prevention or suppression of fire. The District reserves the right to remove any fire hydrant, due to improper use or detriment to the system as determined by the District, at any time, without notice, refund, or compensation to any contributors.
7. Damage Liability. The District is not liable for damages caused by service interruptions, for events beyond its control and for normal failures or servicing/maintenance of the system. By acceptance of service, Customer consents to waiver of such liability. Applicable Texas law limits suits against the District.
8. Information Disclosure. The records of the District shall be kept in the office in Adkins, Texas. All information collected, assembled, or maintained by or for the District shall be disclosed to the public in accordance with the Texas Public Information Act (“TPIA”), Tex.

Gov't Code Chapter 552. An individual Customer may request in writing that their name, address, telephone number or social security number be kept confidential. Such confidentiality does not prohibit the District from disclosing this information to an official or employee of the State or a political subdivision of the State acting in an official capacity or an employee of a utility acting in connection with the employee's duties. Further, such confidentiality does not prohibit the District from disclosing the name and address of each Customer on a list to be made available to the District's voting Customers. The District shall give its Applicants and Customers notice of rights to confidentiality under this Policy upon request.

9. Customer Notice Provisions Regarding Rule Changes. The District shall give written notice of rate changes by mail or hand delivery to all affected Customers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the contact person designated to address inquiries about the rate change.
10. Grievance Procedures. Any Customer of the District or individual demonstrating interest under this Policy of becoming a Customer shall have an opportunity to voice concerns or grievances to the District by the following means and procedures:
 - a. By presentation of concerns to the District's General Manager or authorized staff member for discussion and resolution. If not resolved to the satisfaction of the aggrieved party, then,
 - b. By presentation of a letter of request for a hearing before the Board of Directors. The letter shall state the individual's desired business before the Board and the desired result.
 - c. The President of the Board shall review the request and determine the best means by which the complaint shall be resolved.
 - d. The President shall further determine a reasonable time and place of all hearings, but not beyond 45 days of the date of receipt of the letter of complaint.
 - e. The Board of Directors, a committee thereof, and/or legal counsel shall hear the complaint as directed by the President of the Board.
 - f. Any hearings by committees or staff delegated to hear complaints shall report its recommendation to the full Board for a decision by the Board.
 - g. The Board shall act upon the information available and direct the President or other representative to respond to the complaint by communicating the Board's decision in writing.

- h. Any charges or fees contested as a part of the complaint in review by the District under this Policy shall be suspended until a satisfactory review and final decision has been made by the Board. The Board's decision shall be final.
- 11. Plumbing Standards. The District adheres to the applicable sections of the Uniform Standard Plumbing Code as guidance in the installation, design and maintenance of plumbing systems and service facilities connecting or connected to the utility's water facilities, to the extent appropriate under the applicable statutes and regulations governing public water utility systems. Any Customer may be required to retrofit plumbing systems and service facilities as determined to be necessary by the District for purposes of compliance with the Uniform Standard Plumbing Code, (30 TAC 290.46(i)).

SECTION B: DEFINITIONS

ACTIVE SERVICE - Service status of any Customer receiving authorized water service under the provisions of this Policy.

AWWA - AMERICAN WATER WORKS ASSOCIATION – Sets certain standards for the water utility industry that are adopted by the Texas Commission on Environmental Quality Regulations or this District.

APPLICANT - Person, partnership, corporation, agency, public or private organization of any character applying for service with East Central Special Utility District.

BOARD OF DIRECTORS - The persons elected by the qualified voters of the District.

BYLAWS - The rules pertaining to the governing of the District, adopted by the Directors.

CAPITAL RECOVERY FEE - A fee assessed of new Applicants for water service for the purpose of re-acquiring capital to defray costs of expanding the system facilities in order to meet the Customer growth needs of the District. This fee is charged for each meter equivalent or service unit for which service is requested.

CERTIFICATE OF CONVENIENCE AND NECESSITY (“CCN”) - The authorization granted under Chapter 13 of the Texas Water Code for the District to provide water utility service within a defined territory. The District has Certificate Number 10646, dated November 1, 1979, as amended.

CODE - The Texas Water Code or other Texas Codes. (See also his Section under “Texas Water Code.”

CUSTOMER - Any Applicant that has qualified for service in accordance with the District Policy.

DEMAND MANAGEMENT PLAN – A conservation plan as required by the Edward's Aquifer Authority, the Texas Commission on Environmental Quality (“TCEQ”) or the Texas Water Development Board (“TWDB”).

DEPOSIT - An amount of money held by the District as a pledge for payment of water bills. (TWC Chap. 65.204(b)).

DISCONNECTION OF SERVICE - The locking or removal of a water meter to prevent the use of water. (30 TAC 291.88)

DISTRICT - The East Central Special Utility District.

EASEMENT - A private perpetual dedicated right of way upon real property for the installation of water pipelines and necessary facilities which allows District personnel legal access to property for future operation, maintenance, facility replacement, and/or installation of additional pipelines.

FINAL PLAT - A complete plan for the subdivision of a tract of land into lots for municipal approval for marketing, which has been approved by all regulatory agencies having jurisdiction over approval of the design, planning, and specifications of the facilities of such subdivision. The District shall determine if a plat submitted for the purposes of this Policy shall qualify as a final plat. (TWC Chap.13.2502)

HAZARDOUS CONDITION - A condition which jeopardizes the health and welfare of the Customers of the District as determined by the District or regulatory authority.

IMPACT FEE – Upon approval by TCEQ and the Board, a fee that provides capital funds for future system development.

INDICATION OF INTEREST FEE - A fee paid by a potential Customer or an Applicant for Temporary Service, for the purpose of determining the feasibility of a construction and/or expansion project. The fee may be converted to a Deposit upon determination that service to the Applicant is feasible and available.

MASTER METER – A single meter providing water service for a complex serving two or more residential dwelling units or businesses. Certain qualifying provisions of the TWC shall apply.

MINIMUM MONTHLY CHARGE - (Also known as “Service Availability Charge” or the “base rate”). The monthly charge assessed each Customer for the opportunity of receiving water service. A fixed rate is based upon the meter size, service size or equivalent dwelling units.

PERSON - Any natural person, partnership, corporation, association, private corporation, agency, or public or private organization of any character without regard to sex or gender.

RENTER - A consumer who rents property from a Customer who has a deposit with the District.

RE-SERVICE - Providing service to an Applicant at a location for which service previously existed, but where the Deposit fee has been liquidated and now requires the fitting of a metering device into an existing setting in order to restore service. Costs of such re-servicing shall be based on justifiable *costs or* expenses to the District for restoration of service.

RESERVED SERVICE CHARGE - A monthly charge assessed for each property where service is being reserved in behalf of a Customer or future Customer. The purpose of this fee is to reserve service capacity at a specified location pending installation of a tap by the District. This fee is paid monthly in lieu of the Minimum Monthly Charge until such time as a lot may be sold and tap is provided as requested. The Reserved Service Charge shall be cost-based to defray the actual costs of service to the property for which service has been requested. The amount determined is specifically tied to the parcel of land for which service may be desired.

SERVICE APPLICATION AND AGREEMENT - A written agreement between the Customer and the District defining the specific type of service requirements requested on the current service application and agreement form and the responsibilities of each party required before service is furnished.

SERVICE CLASSIFICATION - A type of service which warrants a specific charge for service based on specific criteria such as usage, meter size, demand, type of application, etc. as determined by the District upon evaluation of the service requirements of the Applicant.

SERVICE INVESTIGATION FEE – A fee unique for each project to cover the expenses of the District in making a determination of service availability.

SERVICE UNIT - The base unit of service used in facilities design and rate making, according to the standards of the American Water Works Association. For the purposes of this Policy, a standard service unit is the ¾” x 5/8” water meter.

Texas Administrative Code (“TAC”) - usually referring to regulations adopted by the TCEQ or the TWDB applicable to the District.

TARIFF - The published rates, fees and conditions of service incorporated or referenced in this Operating Policy.

Texas Commission on Environmental Quality (“TCEQ”) - State regulatory agency having jurisdiction of water utilities. Includes successor agencies or name changes.

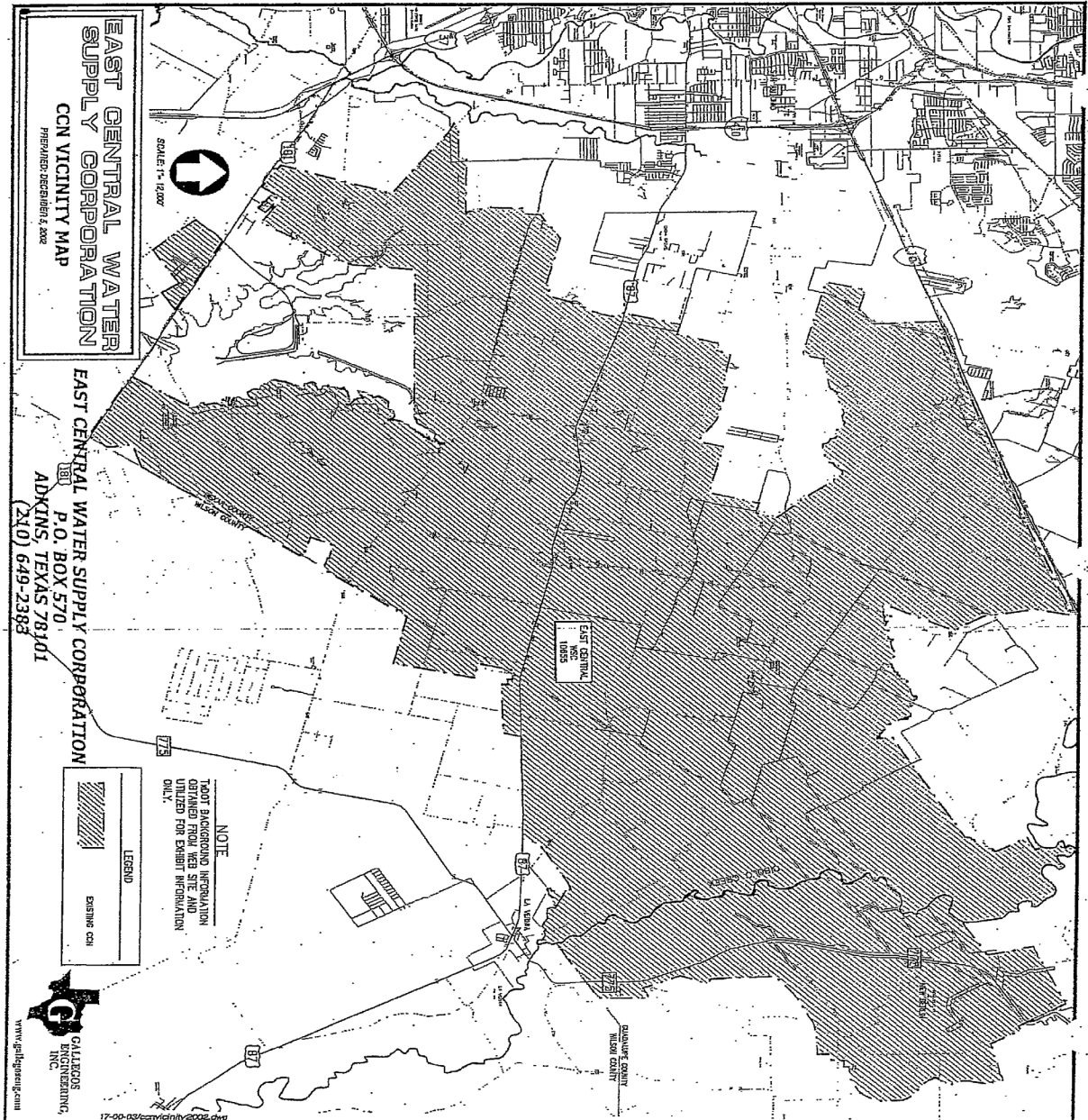
TEMPORARY SERVICE - The classification assigned an Applicant that is in the process of construction or for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Temporary Service shall extend for up to six (6) months and the service will then either be removed or the requirements of permanent service will have been met, including the payment of the required fees, less any prior payment for installation.

Texas Water Code – State Regulations for the performance of water utility operations.

SECTION C: GEOGRAPHIC AREA SERVED

Certificate of Convenience and Necessity #10655, dated November 1, 1979, as amended, defines the service area of East Central Special Utility District. This area includes a portion of eastern Bexar County and northeast Wilson County and southwestern Guadalupe County, Texas.

CCN Map at time of Conversion to Special Utility District



SECTION D: SERVICE RULES AND REGULATIONS

1. Service Entitlement. An Applicant shall be considered fully qualified and entitled to water service when proper application has been made, terms and conditions of service have been met and continue to be met, and all fees have been paid as prescribed by this Policy.
2. Application Procedures and Requirements. For the purposes of this Policy, service requested by an Applicant and provided by the District shall be divided into the following classes:
 - a. Standard Service is defined as service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include only 3/4"x 5/8" sized water meter services set on existing pipelines. Requirements for Standard Service are as follows:
 - (1) The District's Service Application and Agreement form shall be completed in full and signed by the Applicant.
 - (2) A real property right of way Easement form or other such easement form approved by the District must be completed by the Applicant for the purpose of allowing future extensions or facility additions to improve or provide service to future Applicants.
 - (3) The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the District. Proof of ownership shall consist of warranty deed, deed of trust or recorded documentation of fee simple title to the real estate designated to receive service.
 - (4) Notice of Application approval and cost of service 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 re-apply for service under the terms of this Policy. (30 TAC §291.81 (a)(1)).
 - (5) If the water main has been located in the public right of way and is adjacent to the Applicant's property due to the current or previous landowner's refusal to grant an Easement to the District for the purposes of installing the water main and appurtenances, the Applicant, prior to receiving the requested service, shall grant Easement to the District. In addition to the normally required fees for service, the Applicant may be required to pay such sums as are necessary for the removal of the water main from the public right of way and for relocation of that main onto the Applicant's property pursuant to such Easement. The District shall retain the right to delay relocation of existing facilities onto private easement.

- b. Non-standard Service is defined as service applied for or provided which requires a larger service, multiple services, a master metered service or an addition to the distribution system. Service requirements as prescribed by Section D of this Policy shall be met by the Applicant prior to service being provided. The District may consider master metering multiple units for an Applicant's request provided the total number of units to be served are all:
 - (1) owned by the same person, as defined, but not including a family unit;
 - (2) directly inaccessible to public right of way;
 - (3) considered a commercial enterprise, i.e. for business, rental or lease purposes;
and
 - (4) water conservation, demand management and revenue requirements can be met.
- c. Temporary Service is defined as the same as Standard Service, above, with the exception that it is to be for construction or uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Temporary Service shall extend for up to six (6) months and the service will then either be removed or the requirements of permanent (Standard) service will have to be met, including the payment of the required fees, less any prior payment for installation.

3. Activation of Standard Service

- a. New Tap - The District shall charge a non-refundable installation fee as stated in Section F of this Policy. The installation fee shall be quoted in writing to the Applicant after a service investigation has been conducted by the District. All fees, as required under Section F of this Policy, shall be paid in advance of installation. Once meter is installed, service must be maintained for at least six (6) months before it can be locked for the purpose of reserving future service. Otherwise, the meter will not be set until continuous water service is requested and a cost-based Reserved Service Charge shall be instituted.
- b. Re-Service - An application for service for which a tap already exists but for which the meter has been removed for any reason, may be approved by the District provided that the Applicant pays any deposit and service charges necessary to restore service. If the tap has been out of service for five (5) or more years, the current Capital Contribution charge applicable at the time of application must also be paid. Any Applicant unwilling to pay such charges shall apply for a new Standard Service under the terms of this Policy.
- c. Performance of Work - After all applicable fees are paid and approval is granted by proper authorities, all tap and equipment installations specified by the District shall be

completed by the District staff or a designated contractor. The tap shall be completed in accordance with Texas Water Code and TCEQ regulations.

- d. Customer Service Inspections – A Customer service inspection certificate shall be completed before service is provided. Such certificate shall comply with the requirements of 30 TAC §290.47(d). Individuals licensed by the Texas State Board of Plumbing Examiners, or who hold a current professional certification or endorsement as a Customer service inspector shall conduct the inspection. (30 TAC §290.46(j)). A Customer Service Inspection Certification form must be completed and filed at the District within a reasonable period of time or service will be discontinued. (30 TAC §290.47 (d)).
- e. Transfers of Deposit.
 - (1) A Customer is entitled to transfer the Deposit under the following circumstances.
 - a. The Deposit is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
 - b. The Deposit is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
 - c. The Deposit is transferred as a part of the conveyance of real estate from which the Deposit arose.
 - (2) In the event that Deposit is transferred pursuant to the provisions of Sub-Section 3.e. (1) such transfer shall not be completed or recorded on the books and records of the District until such time as the transferee has provided satisfactory evidence to the District of such transfer. A transfer of Deposit shall not be binding on the District until such transfer has been approved as provided by Sub-Section 3.e. (3).
 - (3) Qualifications for water service upon transfer of Deposit set forth in Sub-Section 3.e. (1) and 3.e. (2) shall be subject to approval of the District and shall be recorded on the books and records of the District only upon the following terms and conditions:
 - a. The Transferee has completed the required Application Packet;
 - b. All indebtedness due the District has been paid;
 - c. The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Deposit originally arose.
 - e. The deposit is equal to the quoted amount in Sub-Section F of this Policy.
 - f. In the event the existing Customer requests a Deposit refund, the District shall require the new Customer to deposit with the District another Deposit Fee equal to that quoted in Sub-Section F of this Policy.
 - (4) If the application packet and other information is not completed on the day transfer of Deposit is requested the District will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10th day according to disconnection with notice requirements. Additional time may be allowed at the directions of the general manager or board.

4. Activation of Non-Standard Service. The terms of Section E of this Policy shall dictate the conditions for activation of non-standard service. Re-service terms shall be the same as applied to Standard Services.
5. Changes to Service Classification. If at any time, the District determines that the Customer service needs have changed from those originally applied for to a different service classification, and the District determines that additional or different facilities are necessary to provide adequate service, the District shall require the Applicant/Customer to re-apply for service under the terms and conditions of this Policy. Failure to comply with this provision shall subject the Customer to the Disconnect With Notice provisions of Section D of this Policy.
6. Membership. All money held as Memberships of the East Central Water Supply Corporation was converted to a Deposit under the terms of the conversion to a Special Utility District.
7. Owners and Renters Liable. Any Customer of the District, with or without a deposit balance, renting or leasing property to other parties, is responsible for all charges due the District in the event the renter or lessee moves, having an unpaid balance due to the District. Any person renting or leasing property may become a Customer of the District by payment of a deposit, thus removing the owner of the property from responsibility as a Customer of the District.
8. Denial of Service. The District may deny service for the following reasons (30 TAC §291.83 (a)(1-6)):
 - (a) Failure of the Applicant to complete all required forms, to grant Easement and to pay all required deposit, fees and charges;
 - (b) Failure of the Applicant to comply with state, municipal, or District rules, regulations, policies and by-laws;
 - (c) Existence of hazardous condition, including a structure built in a floodplain or a possible cross-connection between a well or other source of water at the Applicant's property which upon connection would jeopardize the welfare of the Customers/users of the District;
 - (d) Failure or refusal of Applicant or Customer to provide representatives or employees of the District reasonable access to property for which water service has been requested (or provided) when there is reason to believe that a hazardous condition may exist for which access is necessary to verify;
 - (e) Failure of Applicant to provide proof of ownership, to the satisfaction of the District, of property for which the tap has been requested; and/or
 - (f) Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.

9. Applicant's Recourse. In the event the District refuses to serve an Applicant under the provisions of these rules, the District must notify the Applicant, in writing, of the basis of its refusal and the Applicant may file for an appeal, in writing, with TCEQ according to Section D (10) below. (30 TAC §291.83 (b)).
10. Insufficient Grounds for Refusal of Service. The following shall not constitute sufficient cause for the refusal of service to an Applicant (30 TAC §291.83(c)):
- a. Delinquency in payment for service by a previous occupant of the premises to be served;
 - b. Violation of District's rules pertaining to operation of non-standard equipment or unauthorized attachments which interfere with the service of others, unless the Customer has been notified and been afforded reasonable opportunity to comply with said rules;
 - c. Failure to pay the bill of another Customer as guarantor thereof, unless the guarantee was made in writing to the utility as a condition precedent to service;
 - d. 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;
 - e. The service Applicant or Customer chooses to use a type of backflow prevention assembly approved pursuant to 30 TAC §290.44(h) (relating to Water Distribution) even if the assembly is not the one preferred by the utility; 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 the septic tank regulations or sewer hook-up requirements
11. Deferred Payment Agreement. The District may offer a deferred payment plan to a Customer who cannot pay an outstanding balance for water or meter charges in full and is willing to pay the balance in reasonable installments as determined by the District, including any Late Penalty Fees or Interest on the monthly balance to be determined as per the Deferred Payment Agreement. Each request, along with proof of inability to pay, shall require Board approval. The District shall offer a deferred payment plan to any residential Customer whose bill is more than three times the average monthly bill. (30 TAC §291.87(d)). A deferred payment plan may include a finance charge which shall not exceed an annual rate of 10% simple interest. (30 TAC §291.87(d)).
12. Extension of Payment Date for Senior Citizens. Upon written request and satisfactory proof, any residential Customer 60 years of age or older who occupies the entire premises of a dwelling receiving water service from the District shall receive extension of the past due date, without penalty. The extension shall not exceed ten (10) days beyond the usual 15-day

payment period for a total of no more than twenty-five (25) days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Utilities Code Chapter 182, Subchapter A).

13. Indigent Care Policy. Customers demonstrating an inability to pay for monthly water service shall be extended an opportunity to apply for waiver of part or all of water charges under the following conditions:

- a. The Applicant is occupying a residence which is provided water by the District and has been in good standing with the District for at least 12 months;
- b. The Applicant has shown inability to pay all or a portion of the monthly water charge for one of the following reasons:
 - (1) Experiencing a temporary hardship situation which depletes resources for payment of the water bill (documenting proof required); or
 - (2) Utility assistance has been requested on behalf of the Applicant from a third party support agency recognized by the Board as providing indigent care on a continuous and regular basis.
- c. To qualify for indigent assistance, an application must be submitted to the Board of Directors showing proof of the hardship, current financial circumstances, receipts of other benefits, or other proof requested. The qualified Applicant may receive utility assistance in the form of a reduction of the monthly bill to the minimum monthly charge or payment of the monthly charge from the District's Indigent Care Fund. Assistance will be provided for 30-day periods only; the Applicant must re-qualify prior to each month in which assistance is requested. Assistance is limited to a total value of \$75.00 per year, per Applicant. Should the Applicant fraudulently state his qualifications for assistance, he shall be required to re-pay all assistance granted, water service may be terminated and he shall not be qualified to receive assistance again from the District.

14. Charge Distribution and Payment Application.

- a. The Minimum Monthly Charge (Service Availability Charge) is for the billing period of approximately thirty (30) days. Charges shall be prorated for meter installations and service termination falling during the billing period. Billings shall be mailed on or about the 25th day of the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Customer.
- b. The Gallonage Charge is defined as water usage and shall be billed at the rate specified in Section F, billed in 100-cuft and 1,000 gal increments. Water charges for usage are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by a District employee or designated representative.

- c. All payments shall be posted against previous balances prior to posting against current billings.

15. Due Dates, Delinquent Bills and Disconnection Dates.

- a. The District shall mail all bills on or about the 25th day of the month preceding the month in which the bill is due. All bills shall be due and payable upon receipt and are past due after the 10th day of the following month, after which time a penalty of \$2.00 or five percent (5%) shall be applied. A bill is delinquent if not paid on or before the due date; payments made by mail will be considered late if postmarked after the due date of the 10th day of the month. (30 TAC § 291.87(b)).
- b. After the second month's bill becomes delinquent and a late penalty is posted, cut-off notices shall be mailed, allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the District office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailing. (30 TAC §291.87 (b)).

16. Rules for Disconnection of Service. Water utility service may be disconnected:

- a. Disconnected after proper notice for any of the following conditions (30 TAC §291.88(a)):
 - (1) Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement. The District is not obligated to accept payment of the bill when an employee is at the Customer's location to disconnect service (30 TAC §291.88(a)(2)(A) and (iii));
 - (2) In the event a check, draft, or any other similar instrument is given for payment of services provided for in this Policy, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the District shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice. Redemption of the returned instrument shall be made by cash, money order or certified check. A charge for handling the returned check shall be added at the rate specified in Section F. Any such instruments returned as insufficient or non-negotiable for any reason for any two (2) billing periods within a twelve (12) month period shall be considered evidence of bad credit risk by the District and the Customer shall be placed on a "cash only" basis for a period of twelve (12) months;

- (3) Violation of the District's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation but has not done so;
- (4) Failure of the Customer to comply with the terms of the District's Service Agreement, Policies, By-laws, Special Contract, or Customer Service Inspection requirements, provided that the District has given notice of said failure to comply and Customer has failed to comply within a reasonable amount of time after notification;
- (5) Failure to pay charges for sewer service provided by another retail public utility; and
- (6) Failure to pay solid waste disposal fees collected under contract with a county or other public agency.

b. Disconnection without notice for any of the following conditions (30 TAC §291.88(b)):

- (1) 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 the Texas Sanitation and Health Protection Law #4477-1, or there is 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;
- (2) Service is connected or reconnected without authority by a person who has not made application for service or who has re-connected service without authority following termination of service for any reason;
- (3) Tampering with the District's meter or equipment, by-passing the meter or equipment, or other diversion of service; and
- (4) Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.

c. Utility service cannot be disconnected for any of the following reasons:

- (1) Failure to pay for utility service provided to a previous occupant of the premises;

- (2) Failure of the Customer to pay for merchandise or charges for non-utility service provided by the District;
 - (3) Failure of the Customer to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
 - (4) Failure of the Customer to pay the account of another Customer as guarantor thereof, unless the District has, in writing, the guarantee as a condition precedent of service; or
 - (5) Failure of the Customer to pay charges arising from an under-billing due to any faulty metering, unless the meter has been tampered with or unless such under-billing charges are due under Inoperative Meters, Section D (20) of this Policy;
- 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 personnel of the District are not available to the public for the purpose of making collections and re-connecting service.
 - e. Disconnection Due to Utility Abandonment - The District may not abandon a Customer or a Certificated Service Area unless it has complied with the requirements of (30 TAC §291.114)).
 - f. Disconnection for the Ill and Disabled - The District may not discontinue service for non-payment of a utility bill to a 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. Each time a Customer seeks to avoid termination of service under this Sub-section, the Customer must have the attending physician communicate by fax or contact the District within sixteen (16) days of the issuance of the utility bill. A written statement must be received by the District from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by the District and Customer's physician. The Customer may enter into a Deferred Payment Agreement with the District. (30 TAC §291.88 (f)).
 - g. Disconnection of Master-Metered Services - When a bill for utility service is delinquent for a master-metered complex (defined as a complex with a single meter service serving two or more residential dwelling units), 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 the tenants of the complex 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 at least five (5) notices conspicuously in public areas of the complex, notifying the residents of the scheduled date for disconnection of service; and
 - (3) The tenants of the complex may pay the District for any delinquent bill in behalf of the Customer to avoid disconnection or to reconnect service to the complex.
 - h. Disconnection of Temporary Service - When an Applicant with a Temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other terms of this Policy, service may be disconnected with notice.
- 17. Billing Cycle Changes. The District reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the District.
- 18. Back-Billing. The District may back-bill a Customer for up to twelve (12) months for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Customer's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service and the need for re-establishment of credit. Back-billing shall not extend beyond the current Customer except in cases involving the transfer of a service conditioned upon payment of delinquent obligations by the transferee. (30 TAC § 291.87 (g)).
- 19. Disputed Bills. In the event of a dispute between the Customer and the District regarding any bill, the District shall forthwith make and conduct an investigation as shall be required by the particular case. The results shall be reported in writing to the Customer. All disputes under this Subsection must be submitted to the District, in writing, prior to the due date posted on said bill. (30 TAC §291.87(k)(1-3)).
- 20. Inoperative Meters. Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the 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.
- 21. 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 American Water Works Association, a test fee as prescribed in Section F of this Policy shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment shall be made as far back as twelve (12) months but not extending beyond the current Customer. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. (30 TAC §291.89 (g)).

22. Bill Adjustment Due to Customer's Leak. The amount of a Customer's water bill may be adjusted for excessive water lost due to a leak and/or circumstances beyond the Customer's control. Such adjustment may be extended only once in any two-year period and all water used shall be calculated at the first tier of water usage, adding back in the Service Availability Charge and any other applicable charge or fee (Sewer, State Fee). (30 TAC §291.89 (m)(4)).
23. Meter Tampering and Diversion. For purposes of this Section, meter tampering, bypassing, or diversion shall all be defined as tampering with the District's meter or equipment and are prohibited. Included shall be acts of diversion such as removing a locking or shut-off device used by the District to discontinue service, physically disorienting the meter, attaching objects to the meter to divert or by-pass service, inserting objects into the meter and other electrical and mechanical means of tampering with or by-passing service. The burden of proof of meter tampering is on the District. Photographic evidence or any other reliable and credible evidence may be used. Any evidence shall be accompanied by a sworn affidavit by the District staff when any action regarding meter tampering as provided for in this Section is initiated. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services of the District shall be prosecuted to the extent allowed by law under the Texas Penal Code Chapter 28, et seq. Such tampering shall result in the removal of the meter service. Anyone desiring water service at such location shall pay all charges incurred in the removal of meter, prosecution of the offense and shall pay the actual charge for the installation of a new meter, see Section F.
24. Meter Relocation. Relocation of services shall be allowed by the District pursuant to 30 TAC §291.86(a)(4) provided that:
- a. Easement for the proposed location has been granted to the District;
 - b. The property of the new location requested is owned by the current Customer of the meter to be moved and the existing tap location is on property contiguous to the proposed tap location;
 - c. The Customer pays the actual costs of relocation plus administrative fees, and
 - d. Service capacity is available for the proposed location.
25. Prohibition of Multiple Connections to a Single Tap. No more than one (1) residential, commercial or industrial service connection is allowed per meter (TAC, Title 16, Part II, Chapter 24, Subchapter E, 24.89 (a) (4)) in order that the District may:
- a. maintain adequate records of the actual number of users on the system;
 - b. assure compliance with the PUC Rules and Regulations on minimum service standards;
 - c. ensure that the District's metering device is adequately sized for proper flow and accurate measurement of water, all connections of any dwelling, household, business,

and/or water-consuming establishment currently receiving or planning to receive water service, either directly or indirectly from the District's water system, Customer or prospective Customer shall individually apply for service under the rules of this Policy; and

- d. upon written notice by the District, a Customer having more than one connection shall have no more than 60 days from said notice to correct the infraction. If the Customer does not comply, water service to each of the Customer's meters will be discontinued until the facilities are brought into compliance with the law and this Policy and a Service Trip Fee will be charged for each meter [in addition to the cost of previously unidentified meter(s)].

26. Master Metered Account. The District may consider allowing an apartment building, condominium, multiple use facilities, or mobile home/RV Park, or any facility with four (4) or more units, to apply for a "Master Metered Account" and have a single meter as a Non-Standard Service. The Applicant shall be provided a copy of the Texas Water Code applicable chapters to inform them of their responsibilities as a mastered meter party, under the law. Any unauthorized sub-metering or diversion of service shall be considered a Multiple Connection and be subject to disconnection of service. (30 TAC §291.121-127)).

27. Customer's Responsibility.

- a. The Customer shall provide access to the meter at all reasonable times for the purpose of reading, installing, checking, repairing or replacing the meter or inspection of facilities. A key shall be provided for locked gates. If access to the meter is hindered or denied, preventing the reading of the meter, an estimated bill shall be rendered to the Customer for the month and a notice shall be sent, notifying that entrance could not be gained and that a key should be furnished or the gate unlocked for each reading period. If access is denied for three (3) consecutive months after proper notification to the Customer, service shall be discontinued and the meter removed with no further notice.
- b. The Customer shall be responsible for compliance with all District, local and State codes, requirements and regulations concerning on-site service and plumbing facilities, especially with regard to the prevention of contaminants entering the potable water supply. (30 TAC §290.44).
 - (1) All connections shall be designed to ensure against back-flow or siphonage into the District's water supply. In particular, livestock water troughs shall be plumbed into the top of the trough with air space between the discharge and the water level in the trough. Service shall be discontinued without further notice when installations are found to be in violation of this regulation until such time as the violation is corrected. (30 TAC §290.44 (h)).

- (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. (30 TAC §290.44 (b)) Customer service pipelines shall be installed by the Applicant and shall be a minimum SDR-26 PVC pipe.
 - (3) All pipe and fittings used by the Customer to convey sewage from its source to the sewer line must be D-3034, SDR-35 or equivalent, 4-inch diameter pipe or as required by the Sanitation Departments with jurisdiction. All wastewater and potable water service pipeline installations must be a minimum of nine (9) feet apart and meet all applicable plumbing standards for crossings, etc.
 - (4) Water service will be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation. The Customer shall bear the cost of correcting the violation and shall bear the cost of proving the absence of lead to the satisfaction of the District. When the violation is corrected, an inspection must be performed by the District, at the expense of the Customer, before service will be re-connected.
- c. A Customer having more than one (1) account shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per the Service Application and Agreement executed by the Customer.
 - d. The District's ownership and maintenance responsibility of water supply and meter equipment shall end at the meter. 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 as determined by the District's Board of Directors on a case-by-case basis.
 - e. The District shall require each Customer to provide 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 Customer's use of the District's cut-off valve for such purposes is prohibited. Any damage to the District's equipment shall be subject to service charges. (30 TAC §291.86(a)(2)(B)).

SECTION E: SERVICE EXTENSION AND SUBDIVISION POLICY

1. District's Limitations. All Applicants must recognize that the District must comply with local, state and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness. The District is not required to extend retail utility service to an Applicant in a subdivision where the responsible party (Applicant or Developer) of the applicable property (subdivision) has failed to comply with the terms of this Policy or subsequent laws imposed by the Texas Legislature or U.S. Environmental Protection Agency.
2. Purpose. The purpose of this Section is to govern agreements and do so consistent and in harmony with Texas Local Government Code, Subchapter B. Authorization of Impact Fee, Section 395.011, *et seq.*, and provide service procedures for subdivisions, additions to subdivisions, or other residential or commercial developments where service to more than one tract is necessary or whenever increased capacity or extension of service facilities, i.e. water lines, are required to accommodate individual, multiple, commercial, or industrial Applicants. For the purposes of this Policy, applications subject to this Section shall be defined as Non-Standard Service Applications and Agreements that provide for Non-Standard services intended to extend water service to previously unserved tracts of land for which Applicants seek service.
3. Application of Rules. The General Manager of the District, based on the engineer's review and analysis of requirement for extension of water lines, shall conduct an individualized review and establish conditions for service and prepare a memorandum setting forth conditions for service that will have a time limit of *not to exceed* six (6) months, subject to the Manager's approved request for request.
4. Non-Standard Service Application. The Applicant shall meet the following requirements prior requesting the initiation of a Non-Standard Service Agreement by the District:
 - a. The Applicant shall provide the District a signed letter containing information pertinent to the service request, along with a preliminary plat or plan or deed record. The District shall provide the Applicant with a copy of the District's Operating Policy, including this Section E. A Non-Standard Service Application and Agreement shall be completed, giving special attention to the item on "Special Service Needs of the Applicant."
 - b. Before a plat can be finalized with respect to the requirements to be provided by ECSUD, the placement of water lines, easements and other utilities must be clearly shown. Exclusive Right-of-Way Easements for the District must be defined by metes and bounds and be recordable. The plat must be approved by all regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right of way, streets, electrical providers and other service facility providers. Plans, specifications and special requirements of such regulatory authorities shall be submitted along with the plat, along with space on the plat for approvals by the specific utility providers.

Applicants for single taps involving a line extension or up-sizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements and proposed installations.

- c. At the time an Application is tendered, a Non-Standard Service Investigation Fee, as defined in Section F, shall be paid to the District to cover administrative, legal and engineering fees associated with the Non-Standard Service Application. Any balance after actual expenses shall be refundable to the Applicant or any additional expenses incurred as a result of efforts by the District to study service requirements of the Applicant shall be paid by the Applicant before any District approvals shall be provided.
- d. Property Outside SUD's CCN. If, after the service investigation has been completed, it is determined that the Applicant's service request is for property outside the area within the District's CCN, service may be extended, provided that:
 - (1) The service location is contiguous to or within one-fourth (1/4) mile of the District's Certificated Service Area;
 - 2) The service location is not in an area receiving similar service from another utility holding a CCN for that area; or
 - 3) If applicant's project requires a boundary change (in the CCN and/or change of political boundary), the applicant will be required to pay for all expenses (maps, notices, etc.).⁴ The holder of a CCN for the service location cannot or does not desire to serve the development site and provides written approval for the District to provide certificated service that is to be recorded by both CCN holders with the TCEQ which shall make an agreed upon application to the TCEQ in compliance with the usual and customary notice and hearing requirements and required approval.

5. Review Criteria. The engineer's review of the Applicant's Non-Standard Service Request shall consider the requirements of Texas Local Government Code §395.001(4)¹:

“a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

...

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.”

¹ “Impact fee” as approved by the TCEQ for the benefit of the District on July 20, 2012.

The Non-Standard Service Agreement shall consider such pro rata fees for reimbursement excepted from the impact fee and such additional fees shall comply with §395.017 respecting the number of service units projected by the Applicant to be developed on the tract for which the Application is made and the amount is pro rata attributable. Extension of water transmission lines and required distribution looping shall be based on the calculus of §395.001(4)(D).

6. Design. The District shall study the design requirements of the Applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:
 - a. The District's consulting engineer shall design or approve all service facilities or review and approve the Applicant's design for the Applicant's requested service in accordance with the District's specifications. If the property lies within the enforced extra territorial jurisdiction of a municipality, the service facilities shall be designed to that certain City's codes and specifications.
 - b. The engineer's fees shall be paid out of the Non-Standard Service Investigation Fee. If the Applicant's services exceed the allotted fee, the Applicant shall pay the balance of engineering fees prior to commencing with the service investigation prior to completing the Non-Standard Service Investigation and making report to the Manager and Board of Directors.
 - c. The District's engineer, in consultation with the Applicant's engineer, shall submit to the District a set of detailed plans, specifications and cost estimates for the project.
 - d. If no local authority imposes design criteria more stringent than the ECSUD's Non-Standard Service requirements on the Applicant's service request, the design of all facilities for any Applicant shall meet the demand for service as platted and/or requested in the plans or preliminary plat submitted in application for service. Such criteria shall include domestic and fire flow requirements of the TCEQ, any applicable municipality and any oversized capacity to continue project extension to other requestors for Non-Standard Service. Calculations may include provisions for reimbursement regarding oversizing to be effectuated within a period of two (2) years of construction. The District reserves the right to upgrade designs of service facilities to meet future demands, provided however, that the District pays the expense of such upgrading above the Applicant's extension requirements and does so from any impact fee funds not otherwise expended or equity loan financing determined by the Board at its sole discretion to provide a major and substantial benefit to the District's system.
7. Non-Standard Service Agreement. All Applicants subject to this Section shall enter into a written Water System Service Agreement. Said Agreement shall define the terms of service prior to construction of required service facilities. Guidelines for the Service Agreement may include, but are not limited to the definition of:

- a. all costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid;
- b. procedures by which the District shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project;
- c. monthly Service Availability Charges as applicable to the service request;
- d. terms by which reserved service shall be provided to the Applicant, customarily not to exceed six (6) months, and duration of reserved service with respect to the impact the Applicant's service request will have upon the District's system capability to meet other service requests; extensions may be requested upon expiration of six (6) months from initial General Manager approval subject to adjustments that may be required by surrounding development and changed conditions.
- e. terms by which the Applicant shall be reimbursed or compensated for fees duplicated in providing service;
- f. terms by which the Applicant shall be reimbursed for line extension costs when another Applicant receives service, benefiting from said line extension;
- g. terms by which the District shall administer the Applicant's project with respect to:
 - (1) Design of the Applicant's service facilities;
 - (2) Securing and qualifying bids;
 - (3) Execution of the Service Agreement;
 - (4) Selection of a qualified bidder for construction;
 - (5) Inspecting construction of facilities, and
 - (6) Disinfecting, testing facilities and providing title of project facilities to the District.
- h. terms by which the Applicant shall indemnify the District from all third-party claims or law suits in connection with the project to be constructed including listing the District as an additional insured;
- i. terms by which the Applicant shall deed or transfer by Bill of Sale all constructed facilities to the District and by which the District shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project;

- j. terms by which the Applicant shall grant title or Right-of-Way Easements, constructed facilities, and facility sites and/or terms by which the Applicant shall provide for the securing of required right of ways and sites for extension of lines, meters, flow control and valve devices;
 - k. terms by which the Board of Directors shall review and approve the Service Agreement pursuant to current operating rules of the District.
8. Property and Right of Way Acquisition. The District shall require private right of way easements on private property or TxDOT permits or similar public permits for the construction of water facilities according to the following conditions:
- a. If the District determines that right of way easements or facility sites outside the Applicant's property are required, the District shall require the Applicant to make good faith efforts to secure easements or title to facility sites in behalf of the District. All right of way easements and property titles shall be researched, validated, and filed by the District with the appropriate Deed Records at the expense of the Applicant.
 - b. All facilities installed in public right of way in behalf of the Applicant, due to inability to secure private right of way easements, shall be subject to costs equal to the original cost of facility installation for those facilities in public right of ways, plus the estimated cost of future relocation to private right of ways.
 - c. The District shall require an exclusive dedicated right of way on the Applicant's or other property (as required by the size of the planned facilities and as determined by the District engineer) and recordable title to property required for other on-site facilities.
 - d. Easements and facilities sites shall be prepared for the construction of the District's pipelines and facility installations and recording of As Built Drawings in accordance with the District's requirements and at the expense of the Applicant.
9. Bids for Construction. The District's consulting engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available with or without charge to prospective bidders with maximum use of central electronic bid transparency. Although the District reserves the right to reject any bid or contractor, the District shall generally award the contract to the lowest and most responsive bidder, in accordance with the following criteria:
- a. The Applicant shall sign the Service Agreement, noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
 - b. The Contractor shall provide an adequate bid bond under terms acceptable to the District;

- c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the District;
- d. The Contractor shall supply favorable references acceptable to the District for the District's review and verification;
- e. The Contractor shall qualify with the District and its engineer as competent to complete the project; and,
- f. The Contractor shall provide adequate certificates of insurance as required by the District.

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

11. Construction.

- a. All work involving public right of way shall be completed pursuant to applicable authority's standards (including road bores) prior to facility construction to avoid future problems resulting from road right of way completion and excavation. Subject to approval of the requisite authority, road casings meeting AWWA standards for the placement of water lines may be installed prior to road construction to avoid damage during construction of Applicant's facilities;
- b. The District's employees and/or engineer shall, at the expense of the Applicant, inspect the facilities under construction to ensure that the District's installation standards are achieved;
- c. Construction plans and specifications shall be strictly adhered to. The District reserves the right to change-order any specifications, due to unforeseen circumstances, including further applications for service;
- d. All change-order amounts shall be in writing and charged to and paid by the Applicant.

12. Service Within Subdivisions. The District's obligation to provide water service to any Customer located within a subdivision governed by this Non-Standard Service Agreement Section is strictly limited to the Non-Standard Service area specified by the Applicant. The purchaser of any lots who does not receive service because this service has not been included in specified development plans or paid for by the Applicant shall meet standard District requirements for water service.

13. Water for Construction. Water needed for construction of the water mains, roads or buildings will be provided by the District through a metered connection, as a cost to the Developer, at

the point of entry and as specified by the District. All water required for construction in the Subdivision will be purchased at current rates by the Developer.

14. Notice to Lot Purchasers. Notice is provided pursuant to Texas Water Code §13.257(d) as follows:

The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.

SECTION F: RATES AND SERVICE FEES (“*the Tariff*”)

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

1. Service Investigation Fee. The District shall conduct a service investigation, without charge, for each service application submitted at the District office, to determine whether the service request is Standard or Non-Standard. The results shall be reported under the following terms:
 - a. All Standard Service Applications shall be subject to a \$80.00 Investigation Fee and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application; and
 - b. All Non-Standard Service Applications shall be subject to an Investigation Fee, unique to each project, in an amount sufficient to cover all administration, legal, and engineering fees associated with investigation of the District’s ability to deliver service to the Applicant, provide cost estimates of the project, present detailed plans and specifications as per final plat, advertise and accept bids for the project, present a Non-Standard Service Agreement to the Applicant, and provide other services as required by the District for such investigation. A Non-Standard Service Agreement shall be presented to the Applicant within a reasonable amount of time as determined by the complexity of the project. (See Section E, 4.c.)
2. Deposit. At the time a Standard Service Application is approved, a Deposit of \$200.00 must be paid on a per lot or meter equivalency basis before service shall be provided or reserved by the District. A Non-Standard Service Application, for a larger than $\frac{3}{4}$ ”x $\frac{5}{8}$ ” meter or a Master Meter, requires a Deposit calculated on a meter equivalency basis. The Deposit is non-interest bearing and is refundable at the time of discontinuance of service. It may be used in case of non-payment for water service or for the final bill at the termination of service, with the balance refunded. (30 TAC §291.85(h)).
3. Easement Fee. The District does not pay for right-of-way easements. When the District determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant may be required to make good faith efforts to secure easements on behalf of the District and/or pay all costs incurred by the District in validating, clearing, and retaining such right-of-way, in addition to tap fees otherwise required pursuant to the provisions of this Policy. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant. (30 TAC § 291.85(d)).

4. Installation Fee. The District shall charge an installation fee for service as follows:

- a. Standard Service shall include all current labor, materials, engineering, legal, Customer service inspection and administrative costs necessary to provide individual metered water service and shall be charged on a per tap basis. The installation fee shall be quoted to the Applicant subject to variances discovered in the service investigation. The Installation Fees current with the adoption of this Policy are: as follows:

Standard ¾"x 5/8" meter service

2" through 8" mains	\$1,350.00
10" & 12" mains	\$1,475.00
16" main	\$1,717.00
24" main	\$1,910.00

¾" meter service

2" through 8" mains	\$1,390.00
10" & 12" mains	\$1,520.00
16" main	\$1,810.00
24" main	\$2,000.00

1" meter service

2" through 8" mains	\$1,430.00
10" & 12" mains	\$1,555.00
16" main	\$1,850.00
24" main	\$2,060.00

- b. Non-Standard Service shall include any and all costs of construction labor and materials, inspection, administration, legal, engineering, front-end Capital Contribution and monthly Service Availability Charges as determined by the District under the rules of Section E of this Policy.
- c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocation, as per Section D.2.a. (5) of this Policy.
5. Impact Fee – The Impact Fee is \$3,800.00 per living unit equivalent and is added to the installation fee. On non-standard meters it is the Impact Fee multiplied by the meter multiplier.
6. Water Acquisition Fee. Non-Standard Service Applications shall include an amount equal to the cost of obtaining the additional water required for service to a subdivision with multiple services, or a master metered service, or meter service larger than "1". The charge current with the adoption of this Policy shall be \$2,400 per equivalent development unit ("edu") or as determined by the District's engineer.

7. Water Service Monthly Charges. The Service Availability Charge for metered water service is based on demand by meter size. Each charge is assessed based on the number of ¾”x 5/8” meters (as per American Water Works Association maximum continuous flow specifications) equivalent to the size indicated and is used as a base multiplier for the minimum monthly charge and allowable gallonage. A Master Meter application shall be charged a Fixed Monthly Rate based on the meter size equivalency, times the number of units being served.

a. Rates, equivalents and allowable gallonages are as follows:

METER SIZE MONTHLY RATE FOR EAST CENTRAL WATER SYSTEM

ECSUD		Yr 2023		
Rate Code	Meter Size	Monthly Charge	CuFt	Usage Charge /100 cuft
1	¾ x 5/8"	\$38.00	0 to 1100	\$5.86
multiplier 1	Standard		1200 to 2200	\$6.74
			2300 to 3300	\$7.45
			3400 to 4400	\$7.90
			4500 & over	\$8.89
3	¾"	\$57.00	0 to 1500	\$5.86
multiplier 1.5			1600 to 3000	\$6.74
			3100 to 4500	\$7.45
			4600 to 6000	\$7.90
			6100 & over	\$8.89
4	1"	\$95.00	0 to 2400	\$5.86
multiplier 2.5			2500 to 4800	\$6.74
			4900 to 7200	\$7.45
			7300 to 9600	\$7.90
			9700 & over	\$8.89
5	1 ½"	\$190.00	0 to 5000	\$5.86
multiplier 5			5100 to 10000	\$6.74
			10100 to 15000	\$7.45
			15100 to 20000	\$7.90
			20100 & over	\$8.89

6	2 Units	\$76.00	0 to 2000	\$5.86
			2100 to 4000	\$6.74
			4100 to 6000	\$7.45
			6100 to 8000	\$7.90
			8100 & over	\$8.89
10	2"	\$304.00	0 to 8000	\$5.86
multiplier 8			8100 to 16000	\$6.74
			16100 to 24000	\$7.45
			24100 to 32000	\$7.90
			32100 & over	\$8.89
11	3" disp	\$342.00	0 to 9000	\$5.86
multiplier 9			9100 to 18000	\$6.74
			18100 to 27000	\$7.45
			27100 to 36000	\$7.90
			36100 & over	\$8.89
12	3" comp	\$608.00	0 to 15900	\$5.89
multiplier 16			16000 to 31800	\$6.74
			31900 to 47700	\$7.45
			47800 to 63600	\$7.90
			63700 & over	\$8.89
13	3" turb	\$665.00	0 to 17300	\$5.89
multiplier 17.5			17400 to 34600	\$6.74
			34700 to 51900	\$7.45
			52000 to 69200	\$7.90
			69300 & over	\$8.89
14	4" comp	\$950.00	0 to 24800	\$5.86
multiplier 25			24900 to 49600	\$6.74
			49700 to 74400	\$7.45
			74500 to 99200	\$7.90
			99300 & over	\$8.89

15	4" turb	\$1,140.00	0 to 29700	\$5.86
multiplier 30			29800 to 59400	\$6.74
			59500 to 89100	\$7.45
			89200 to 118800	\$7.90
			118900 & over	\$8.89
16	6" comp	\$1,900.00	0 to 49500	\$5.86
multiplier 50			49600 to 99000	\$6.74
			99100 to 148500	\$7.45
			148600 to 198000	\$7.90
			198100 & over	\$8.89
17	6" turb	\$2,375.00	0 to 61800	\$5.86
multiplier 62.5			61900 to 123600	\$6.74
			123700 to 185400	\$7.45
			185500 to 247200	\$7.90
			247300 & over	\$8.89
18	3 Units	\$114.00	0 to 3000	\$5.86
			3100 to 6000	\$6.74
			6100 to 9000	\$7.45
			9100 to 12000	\$7.90
			12100 & over	\$8.89
19	4 Units	\$152.00	0 to 4000	\$5.86
			4100 to 8000	\$6.74
			8100 to 12000	\$7.45
			12100 to 16000	\$7.90
			16100 & over	\$8.89
20	5 Units	\$190.00	0 to 5000	\$5.86
			5100 to 10000	\$6.74
			10100 to 15000	\$7.45
			15100 to 20000	\$7.90
			20100 & over	\$8.89

21	6 Units	\$228.00	0 to 6000	\$5.86
			6100 to 12000	\$6.74
			12100 to 18000	\$7.45
			18100 to 24000	\$7.90
			24100 & over	\$8.89
22	7 Units	\$266.00	0 to 7000	\$5.86
			7100 to 14000	\$6.74
			14100 to 21000	\$7.45
			21100 to 28000	\$7.90
			28100 & over	\$8.89
23	9 Units	\$342.00	0 to 9000	\$5.86
			9100 to 18000	\$6.74
			18100 to 27000	\$7.45
			27100 to 36000	\$7.90
			36100 & over	\$8.89
24	11 Units	\$418.00	0 to 10900	\$5.86
			11000 to 21800	\$6.74
			21900 to 32700	\$7.45
			32800 to 43600	\$7.90
			43700 & over	\$8.89
25	13 Units	\$494.00	0 to 12900	\$5.86
			13000 to 25800	\$6.74
			25900 to 38700	\$7.45
			38900 to 51600	\$7.90
			51700 & over	\$8.89
26	16 Units	\$608.00	0 to 15900	\$5.86
			16000 to 31800	\$6.74
			31900 to 47700	\$7.45
			47800 to 63600	\$7.90
			63700 & over	\$8.89

27	19 Units	\$722.00	0 to 18800	\$5.86
			18900 to 37600	\$6.74
			37800 to 56400	\$7.45
			56500 to 75200	\$7.90
			75300 & over	\$8.89
28	21 Units	\$798.00	0 to 20800	\$5.86
			20900 to 41600	\$6.74
			41700 to 62400	\$7.45
			62500 to 83200	\$7.90
			83300 & over	\$8.89
29	8" comp	\$3,040.00	0 to 79200	\$5.86
multiplier 80			79300 to 158400	\$6.74
			158500 to 237600	\$7.45
			237700 to 316800	\$7.90
			316900 & over	\$8.89
30	Hydrant	\$200.00	0 & over	\$7.45
31	20 Units	\$760.00	0 to 19800	\$5.86
			19900 to 39600	\$6.74
			39700 to 59400	\$7.45
			59500 to 79200	\$7.90
			79300 & over	\$8.89
32	22 Units	\$836.00	0 to 21800	\$5.86
			21900 to 43600	\$6.74
			43700 to 65400	\$7.45
			65500 to 87200	\$7.90
			87300 & over	\$8.89
33	15 Units	\$570.00	0 to 14800	\$5.86
			14900 to 29600	\$6.74
			29700 to 44400	\$7.45
			44500 to 59200	\$7.90
			59300 & over	\$8.89

34	17 Units	\$646.00	0 to 16800	\$5.86
			16900 to 33600	\$6.74
			33700 To 50400	\$7.45
			50500 to 67200	\$7.90
			67300 & over	\$8.89
35	23 Units	\$874.00	0 to 22700	\$5.86
			22800 to 45400	\$6.74
			45500 To 68100	\$7.45
			68200 to 90800	\$7.90
			90900 & over	\$8.89
36	10 Units	\$380.00	0 to 12200	\$5.86
			12300 to 24400	\$6.74
			24500 to 36600	\$7.45
			36700 to 48800	\$7.90
			48900 & over	\$8.89

METER SIZE MONTHLY RATE FOR PALM PARK WATER SYSTEM

Palm Park		Water Rate Codes 2023		
Rate Code	Meter Size	Monthly Charge	Gals	Usage Charge /1000 gals
1	3/4x5/8"	\$33.00	0 to 6000	\$7.19
multiplier 1			7000 to 9000	\$7.49
			10000 to 15000	\$7.89
			16000 to 20000	\$8.45
			21000 & over	\$9.51
3				
multiplier 2.5	1"	\$82.50	0 to 15000	\$7.19
			16000 to 22000	\$7.49
			23000 to 29000	\$7.89
			30000 to 41000	\$8.45
			41000 & over	\$9.51
4	1 1/2"	\$165.00	0 to 30000	\$7.19
multiplier 5			31000 to 45000	\$7.49
			46000 to 60000	\$7.89
			61000 to 85000	\$8.45
			86000 & over	\$9.51
5	2"	\$264.00	0 to 36000	\$7.19
multiplier 6			37000 to 54000	\$7.49
			55000 to 72000	\$7.89
			73000 to 102000	\$8.45
			103000 & over	\$9.51
6	2 Units	\$66.00	0 to 12000	\$7.19
multiplier 2			13000 to 18000	\$7.49
			19000 to 24000	\$7.89
			25000 to 35000	\$8.45
			36000 & over	\$9.51

7	3/4"	\$49.50	0 to 9000	\$7.19
multiplier 1.5			10000 to 13000	\$7.49
			14000 to 17000	\$7.89
			18000 to 24000	\$8.45
			25000 &over	\$9.51

- b. **Reserved Service Charge.** The District may charge a monthly Reserved Service Charge for each active account at a specific location for which a meter has not been installed but for which an Agreement For Service has been entered, thereby reserving service to the Applicant. This fee is determined on a case by case basis but shall not be less than the monthly minimum for the size of the anticipated meter service.
 - c. The District shall, as required by Section 5.70(n)(1)(B), Texas Water Code, collect from each of its retail Customers, a regulatory assessment equal to one-half of one percent of the charge for retail water or sewer service. This charge shall be collected in addition to other charges for utility service.
8. **Late Payment Fee.** If a bill for water and/or sewer service is not paid on or before the tenth day of the month following the billing month, it shall be deemed delinquent and \$2.00 or five percent (5%) of the total amount of the bill shall be added as a penalty for late payment. 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. Provisions of Section D.15 shall apply.
 9. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation or partnership to the District for payment of services provided for in this Policy, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$25.00. Provisions of Section D.16.a(2) shall apply.
 10. **Service Trip Fees.** The District shall charge a fee of \$75.00 for disconnecting, re-connecting, locking or unlocking service during normal working hours. After hours, the charge is \$125.00.
 11. **Requested Service Trip Fee.** The following charges shall apply for any equipment/personnel service call or trip to the Customer's tap as a result of a request by the Customer (unless the service call is in response to damage of the District's or another Customer's facilities) or for the purpose of disconnecting or collecting payment for services: During normal working hours, \$75.00 minimum, first ½ hour; \$50.00 per hour thereafter. After hours, weekends or holidays, \$90.00 minimum, first ½ hour; \$50.00 per hour thereafter.
 12. **Equipment Damage Fee.** If the District's facilities or equipment have been damaged or altered by tampering, by-passing, installing unauthorized taps, re-connecting service without authority, or other service diversion, a fee shall be charged to the customer equal to the actual costs for all labor, material, equipment and other actions necessary to correct same.

If the District's facilities or equipment have been damaged due to negligence or unauthorized use of the District's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the District incurs losses or damages, the Customer shall be liable for all labor and material charges incurred as a result of said acts or negligence, upon proper showing by the District.

13. Meter Test Fee. The District shall test a Customer's meter upon written request of the Customer. Under the terms of Section D.21 of this Policy, a charge of \$75.00 shall be imposed on the affected account.
14. Transfer Fee. An Applicant for service who is a Transferee shall complete all required application forms and pay a Transfer fee of \$30.00.
15. Meter Relocate Fee. A request to move a meter from one location to another must be reviewed by the District, subject to the terms of Section D.23. Should the move be feasible, a quote will be given.
16. Customer Service Inspection Fee. A fee of \$75.00 will be assessed each Applicant for the required inspection before permanent continuous service is provided. Section D.3 (d).
17. Customer History Report and Non-Disclosure Requests will be provided at no cost.
18. Re-Establish Service Fee. A fee of \$75.00 will be assessed to have service re-installed to a tract that has had the service terminated for any reason.
19. Other Fees. All services outside the normal scope of utility operations which 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. All public information except that which has been individually requested as confidential 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 Public Information Act, as amended. (Texas Government Code, Chapter 552)

SECTION G

East Central Special Utility District

DROUGHT CONTINGENCY PLAN

Adopted
February 14, 2019

DROUGHT CONTINGENCY PLAN
FOR THE
EAST CENTRAL SPECIAL UTILITY DISTRICT
RETAIL CUSTOMERS

Section I: Declaration of Policy, Purpose, and Intent

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

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

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the District by means of previous scheduling and providing public notice of a public meeting to accept input on the Plan.

Section III: Public Education

The District will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of press releases, utility bill inserts and signs.

Section IV: Coordination with Regional Water Planning Groups

The service area of the District is located within the SOUTH CENTRAL TEXAS REGIONAL water planning area. The supplier has provided a copy of this Plan to the SOUTH CENTRAL TEXAS REGIONAL WATER PLANNING GROUP, Region “L”.

Section V: Authorization

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

Section VI: Application

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

Section VII: Definitions

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

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

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

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

Customer: any person, company, or organization using water supplied by the District.

District: The East Central Special Utility District.

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

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

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

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

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

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

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

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

The General Manager, or designee, shall monitor water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Public notification of the initiation or termination of drought response stages shall be by means of publication in a newspaper of general circulation and signs posted in public places.

The District's Customers receive water from three wholesale water suppliers. The trigger conditions for the drought stages vary depending on the source(s) of water used to serve a Customer. Therefore, at any one time, some Customers may be in one stage and other Customers in different stages depending on the water source providing water to the Customer.

(a) Stage 1 - Mild Water Shortage Conditions

Requirements for initiation

If both San Antonio Water System and Canyon Regional Water Authority declare Stage 1 of their Drought Plans

DISTRIBUTION LIMITATIONS

- Purchased water exceeds 85% of total contracted amount
- Pump Station Capacity exceeds 85% for four consecutive days
- Storage tanks continuously fill for four consecutive days
- Distribution line pressure drops to 40 psi for four consecutive days

Requirements for termination

Stage 1 of the Plan may be rescinded when the above-referenced entity for a specific water source announces the termination of the Drought Stage or if when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 2 - Moderate Water Shortage Conditions

Requirements for initiation

If both San Antonio Water System and Canyon Regional Water Authority declare Stage 2 of their Drought Plans

DISTRIBUTION LIMITATIONS

Purchased water exceeds 90% of total contracted amount
Pump Station Capacity exceeds 90% for four consecutive days
Storage tanks continuously fill for five consecutive days
Distribution line pressure drops to 40 psi for five consecutive days

Requirements for termination

Stage 2 of the Plan may be rescinded when the above-referenced entity for a specific water source announces the termination of the Drought Stage or if when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 3 - Severe Water Shortage Conditions

Requirements for initiation

If both San Antonio Water System and Canyon Regional Water Authority declare Stage 3 of their Drought Plans

DISTRIBUTION LIMITATIONS

Purchased water exceeds 95% of total contracted amount
Pump Station Capacity exceeds 95% for four consecutive days
Storage tanks continuously fill for six consecutive days
Distribution line pressure drops to 40 psi for six consecutive days

Requirements for termination

Stage 3 of the Plan may be rescinded when the above-referenced entity for a specific water source announces the termination of the Drought Stage or if when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Stage 4 - Emergency Water Shortage Conditions

Requirements for initiation - Customers shall be required to comply with the requirements and restrictions for Stage 4 of this Plan when the General Manager or designee determines that a water supply emergency exists based on:

1. Major water line breaks, or pump or system failures occur, loss of a storage tank, which cause unprecedented loss of capability to provide water service; or
2. Natural or man-made contamination of the water supplies, including floods or other natural disasters.

If both San Antonio Water System and Canyon Regional Water Authority declare Stage 4 of their Drought Plans

DISTRIBUTION LIMITATIONS

Purchased water exceeds 100% of total contracted amount
Pump Station Capacity exceeds 100% for four consecutive days
Distribution line pressure drops to 35 psi for two consecutive days

Requirements for termination – Stage 4 of the Plan may be rescinded when the above-referenced entity for a specific water source announces the termination of the Drought Stage or may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 5 consecutive days.

Section IX: Drought Response Stages

The General Manager or designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of the Plan, shall determine that a mild, moderate, severe, critical, or emergency condition exists and shall implement the following actions upon publication of notice in a newspaper of general circulation:

Stage 1 - Mild Water Shortage Conditions

Goal: Achieve a voluntary 5 percent reduction in total water use.

Supply Management Measures:

The supplier shall reduce or discontinue flushing of water mains as far as is practical and prudent.

Water Use Restrictions:

1. **Landscape watering** with an irrigation system or sprinklers permitted only one day/week. Based on last digit of street address, the following schedule applies:
 - 0,1 – Monday
 - 2,3 – Tuesday
 - 4,5 – Wednesday
 - 6,7 – Thursday

8,9 – Friday

2. Watering with a hand-held hose, soaker hose or drip irrigation is permitted.
3. Charity car washes permitted at commercial car washes that use recycled water or is certified as a conservation car wash
4. Washing impervious cover such as parking lot, driveway, street or sidewalk prohibited
5. Restaurants may serve water only upon request
6. Pools must be covered at least 25% when not in use
7. Vehicle washing at home permitted only during designated days and times
8. Golf courses - 10% reduction in replacement of daily evapotranspiration (ET) rate or 1.8 times the base usage irrigation between hours of 8:00 p.m. and 10 a.m.
9. Installation of new landscapes permitted only if more than 50% is drought tolerant turf and if proper horticultural practices are used. Variances may be granted.
10. Athletic fields - watering permitted only between midnight and 9 a.m. for health and safety reasons, unless conservation plan approved by ECSUD.

Stage 2 - Moderate Water Shortage Conditions

Goal: Achieve a 10 percent reduction in total water use.

Supply Management Measures:

Continuing steps in Stages 1, the supplier will closely monitor the system for leaks and provide rapid repairs.

Water Use Restrictions .

1. All restrictions from Stage 1 are still in effect.
2. Landscape watering with an irrigation system or sprinkler permitted on one day/week on same schedule as Stage I during the hours of 3 a.m. to 8 a.m. and 8 p.m. to 10 p.m.
3. Watering with a hand-held hose, soaker hose or drip irrigation is permitted to maintain trees, shrubs and other ornamental plants on any day between 3 a.m. to 8 a.m. and 8 p.m. to 10 p.m.
4. Filling all new and existing swimming pools is prohibited. Draining permitted onto pervious surface and only if necessary to repair leaks or remove excess water in order to have water level to maintenance level.
5. Golf courses – 30% reduction in replacement of ET rate or 20% reduction if a participant in ISP or not more than 1.4 times base usage. 40% reduction of ET rate or not more than 1.4 times base usage if not participant irrigation between 8 p.m. and 10 a.m. only.
6. Pools must be covered at least 50% when not in use
7. Installation of non-drought turf is prohibited.
8. Public playing fields - watering permitted only between midnight and 9:00 a.m. to extent necessary to protect health and safety, unless conservation plan approved by ECSUD.

Stage 3 - Severe Water Shortage Conditions

Goal: Achieve a 15 percent reduction in daily water demand.

Supply Management Measures:

Continuing steps in Stages 1 & 2, the supplier will patrol the system for any waste of water and will issue citations as required. Reduce system pressures where feasible.

Water Use Restrictions .

1. All restrictions from Stage 1 & 2 are still in effect.
2. Landscape watering with an irrigation system or sprinkler is prohibited
3. Watering with a hand-held hose, soaker hose or drip irrigation is permitted to maintain trees, shrubs and other ornamental plants only one day/week between 3 a.m. to 8 a.m. and 8 p.m. to 10 p.m. Based on last digit of street address, the following schedule applies:
 - 0,1 – Monday
 - 2,3 – Tuesday
 - 4,5 – Wednesday
 - 6,7 – Thursday
 - 8,9 – Friday
4. Filling all new and existing swimming pools is prohibited. Draining permitted onto pervious surface and only if necessary to repair leaks or remove excess water in order to have water level to maintenance level.
5. Golf courses – 40% reduction in replacement of ET rate or 30% reduction if a participant in ISP or not more than 1.2 times base usage. 40% reduction of ET rate or not more than 1.2 times base usage if not participant irrigation between 8 p.m. and 10 a.m. only.
6. Pools must be covered at least 75% when not in use
7. Installation of non-drought turf is prohibited.
8. Public playing fields - watering permitted only between midnight and 7:00 a.m. to extent necessary to protect health and safety, unless conservation plan approved by ECSUD.

Stage 4 – Emergency Water Shortage Conditions

Goal: Return System to Non-Emergency Conditions as soon as possible

Supply Management Measures:

Continuing steps in Stages 1, 2, & 3, the supplier will reduce the system operating pressure.

Water Use Restrictions.

All restrictions in Stage I, II, and III applicable. Emergency condition under which the Board shall meet within 48 hours to consider and adopt rules restricting non-discretionary and discretionary uses. Water still may be used when and to the extent necessary to prevent danger to public health, safety or welfare.

Section X: Water Rationing

In the event that water shortage conditions threaten public health, safety, and welfare, the General Manager is hereby authorized to ration water according to the following water allocation plan:

A Customer's monthly allocation for water shall be based on a **system-wide ratio** multiplied times Customer's winter average water use. The supplier's Board of Directors will set the **system-wide ratio** by resolution as conditions warrant.

The supplier's Board of Directors will also set a surcharge rate for excessive water use by resolution as conditions warrant.

The General Manager, or designee, shall provide notice by mail to each Customer informing them of their water use allocations and shall notify the news media and the Executive Director of TCEQ upon initiation of pro rata water allocation.

Section XI: Enforcement and Penalties

First Offense: Written Warning

Second Offense: The Manager will issue a second written warning or the service can be turned off depending upon violation.

Third Offense: Service will be turned off and locked or a penalty will be added to the bill or both depending upon the violation and the number violation.

Section XII: Variances

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

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

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the supplier within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the General Manager, or designee, and shall include the following:

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

Variances granted by the District shall be subject to the following conditions, unless waived or modified by the General Manager or designee:

- (a) Variances granted shall include a timetable for compliance.
- (b) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Section XIII: Severability

It is hereby declared to be the intention of the Board of Directors of the District that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the Board of Directors of the District without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION H

CONSERVATION PLAN

1. It shall be prohibited for any owner or occupant or for any person, individual, corporation, or partnership in apparent control of potable water received from East Central Special Utility District to intentionally, knowingly, recklessly, or negligently perform landscape watering or to allow or cause landscape watering with said potable water from 10:00 A.M to 8:00 P.M. per calendar day by using individual sprinklers or sprinkler systems. “Individual sprinklers” or “sprinkler systems” shall mean any method or device used for the application of water to the property. “Landscape watering” shall be defined as the application of water to any member of the plant kingdom, including any tree, shrub, vine, herb, flower, succulent, groundcover or grass species that grows or has been planted out doors. “Potable water” is any water that has been treated for human use delivered through a metering device. Only the following methods of landscape watering are permitted at any time:
 - a. Landscape watering with a hand held hose with a manual or automatic shut-off operated by one person;
 - b. Landscape watering with a bucket having a holding capacity of five (5) gallons or less; and
 - b. Landscape watering with a drip irrigation system. “Drip irrigation” shall mean an automatic water-saving irrigation system (drip, porous pipe, etc.)

2. Enforcement and Penalties

First offense:	Written Warning.
Second offense:	The General Manager will issue a second written warning or the service can be turned off depending upon the violation.
Third offense:	Service will be turned off and locked or a penalty will be added to the bill depending upon the violation.