



STEPHENS REGIONAL SPECIAL
UTILITY DISTRICT

RATE ORDER AND SERVICE POLICY

Adopted November 2008

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Stephens Regional Special Utility District
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**ORDER ADOPTING A RATE ORDER AND SERVICE POLICY FOR
THE STEPHENS REGIONAL SPECIAL UTILITY DISTRICT
AND ESTABLISHING RATES, FEES, AND
CHARGES, AND ADOPTING RULES RELATING TO THE
ADMINISTRATION OF ITS UTILITY SERVICES, AND PROVIDING
FOR ENFORCEMENT FOR VIOLATING THIS SERVICE POLICY**

WHEREAS, the Stephens Regional Special Utility District (the “District”) is the successor to the Stephens County Rural Water Supply Corporation, and was created in 2005 by the Texas Legislature pursuant to Chapter 7205, Special Districts and Local Laws Code, and operates under Chapters 49 and 65 of the Texas Water Code to provide facilities for the production and distribution of potable water to residential and business customers within its certificated service area;

WHEREAS, Section 65.205, Texas Water Code, authorizes the District to adopt and enforce reasonable rules and rates;

WHEREAS, Section 49.212, Texas Water Code, authorizes the District to adopt and enforce all necessary charges, rates, fees, or rentals, and other terms and conditions for providing District services;

WHEREAS, the Board of Directors has carefully considered the matter and is of the opinion that the fees, charges, rates, rules, regulations, and enforcement procedures set forth in the Rate Order and Service Policy attached hereto as Exhibit “A” are prudent and necessary for the safe and efficient management of the District’s utility facilities and services.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE STEPHENS REGIONAL SPECIAL UTILITY DISTRICT:

Section 1. The Rate Order and Service Policy attached hereto as Exhibit “A” is hereby approved and adopted by the District to be effective immediately; and

Section 2. All orders and provisions of orders of the District that are in conflict with this Order are hereby repealed, including the District’s previous rate order and service policies.

Section 3. An official copy of this Order and attachment shall be made available to all customers of the District during the regular office hours of the District. The General Manager shall provide notice of the substance of this Order as required by Chapter 65, Texas Water Code.

PASSED AND APPROVED by the Board of Directors of the Stephens Regional Special Utility District on this 19th day of May, 2022.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

SECTION A **AUTHORITY**

1. This Rate Order and Service Policy (“Service Policy”) was adopted by resolution by the Board of Directors of the District on May 19, 2022. This Service Policy supersedes all utility service policies, adopted or passed by the Board of Directors previously, unless otherwise provided.
2. The adoption of this Service Policy shall not affect any violation or act committed or done, or any penalty or forfeiture incurred, or any contract or vested right established or accrued under any prior Service Policy.
3. An original of this Service Policy as approved shall be maintained in the records of the District and all additions, deletions and changes thereto shall be clearly exhibited.
4. Laws and regulations of state and federal agencies having applicable jurisdiction, promulgated under any applicable state or federal law, shall supersede all terms of the Service Policy that directly conflict with such state and federal laws or regulations. If any section, paragraph, sentence, clause, phrase, word or words of the Service Policy are declared unconstitutional or in violation of law, the remainder of the Service Policy shall not be affected thereby and shall remain in full force and effect.
5. This Service Policy is immediately effective upon the date of adoption unless otherwise specified.

SECTION B

STATEMENTS

1. ***Organization.*** The Stephens Regional Special Utility District is the successor to the Stephens County Rural Water Supply Corporation, and was created in 2005 by the Texas Legislature pursuant to Chapter 7205, Special Districts and Local Laws Code, and is a conservation and reclamation district and a political subdivision of the State of Texas operating under Chapters 49 and 65 of the Texas Water Code for the purpose(s) of furnishing potable water service to customers located in Stephens, and portions of Eastland, Shackelford, Palo Pinto, and Throckmorton Counties. The management of the District is supervised by the Board of Directors which is responsible for adopting all District service policies, rates and regulations. The members of the Board of Directors are elected by the registered voters residing within the District's boundaries.
2. ***Non-Discrimination Policy.*** Service is provided to all Applicants who comply with the provisions of this Service Policy regardless of race, creed, color, national origin, gender, disability, or marital status.
3. ***Policy and Rule Application.*** These policies, rules, and regulations apply to the water services provided by the District. Failure on the part of the Customer or Applicant to observe these policies, rules and regulations gives the District the authority to deny or discontinue service and to take any other action deemed appropriate according to the terms of this Policy.
4. ***Fire Protection Responsibility.*** The District does not provide nor does it imply that fire protection is available on any portion of the water system. All hydrants or flush valves are for the operation and maintenance of the system and may be used for refill purposes only by authorized fire departments. The District reserves the right to prohibit, limit, or restrict the rate of flow at which a fire department or any other person, contractor, entity, or user of water of any nature takes water from the District's facilities when at the sole discretion of the District's personnel such action by the party or parties taking the water present a risk of damage to the District's lines and/or pumping equipment, jeopardize the customer's ability to obtain basic water service from the District's facilities, create a hazardous condition, or when such use by these third parties results in violation of TCEQ regulations. Any hydrant, flush valve or similar fixture painted black is explicitly not available for fire flow and shall not be used for such purposes according to state law. The District reserves the right to remove any 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 third party. The District shall not be held liable for any inability to provide water for the purpose of fighting or preventing any fire or damage to any property or equipment or injury to any person resulting there from.
5. ***Liability.*** The District is not liable for damages caused by service interruptions, events beyond its control, for normal system failures, or for damages caused by negligent acts of the District, its employees, designated representatives and contractors.
6. ***Information Disclosure.*** The records of the District shall be kept in the District's office in Breckenridge, 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. A reasonable

charge as established pursuant to the Texas Public Information Act may be assessed to any person requesting copies of District records. An individual customer may request in writing that their address, telephone number, account record of water use 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 the District acting in connection with the employee's duties or as otherwise authorized by Section 182.054 of the Texas Utilities Code.

7. ***Customer Notice Provision*** -- The District will give written notice of a change in monthly water rates by publication, mail or hand delivery to all affected customers within thirty (30) days after the date on which the board authorizes the new rate. The notice shall contain the old rates, new rates, effective date of the new rates, date of Board authorization, and the location where additional information on rates can be obtained. Failure of the District to give the notice shall not invalidate the effective date of the change, the amount of the newly adopted rate nor any charge incurred based on the new rate.
8. ***Customer Service Inspections***. The District requires that a customer service inspection certification be completed prior to providing water service to new construction and for all new customers as part of the activation of standard and non-standard service. Customer service inspections are also required on any existing service when the District has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the customer's water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(i-j))
9. ***Uniform Plumbing Code***. The District adopts applicable sections of the Uniform Plumbing Code (2012), as amended, promulgated by the Plumbing Heating Cooling Contractors National Association, as guidance in the design, installation and maintenance of line extensions and service facilities.
10. ***Submetering Responsibility***. Submetering and Non-Submetering by Master Metered Accounts may be allowed in the District's water distribution system provided the Master Metered Account customer complies with the Public Utility Commission of Texas (PUC) Chapter 24 Subchapter H rules pertaining to Submetering, and subject to approval by the District's Board of Directors. The District has no jurisdiction over or responsibility to the tenants. Tenants receiving water under a Master Metered Account are not considered customers of the District. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the PUC. All Master Metered Accounts, both Submetered and Non-Submeterd must be approved by the District prior to implementation.

NOTE: The District may check with the Master Metered Account Customer to:

- a) Confirm that they have properly registered with the PUC, (Texas Water Code Chapter 13 Subchapter M.)
- b) Confirm that they do not charge their tenants more than the total amount of charges billed. If the aggregate bill is greater than the District's charge, the Master Metered Account Customer

is considered by the PUC to be a separate Public Water System and will be required to comply with all applicable TCEQ and PUC regulations.

Protection of the District's CCN. Should the Master Metered Account Customer violate these or other state regulations, the District may elect to request a Cease and Desist Order from the PUC. (Texas Water Code Section 13.252 and PUC Rules, Chapter 24 Section 24.118)

11. ***Prohibition Against Resale of Water.*** Except for approved Master Meters, a meter connection is for the sole use of the customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to share or resell water to any other persons, dwellings, businesses, or property, etc., is prohibited.

12. ***Sample Application Packet and Miscellaneous Transaction Forms.*** The Board of Directors of the District acknowledge the documents referenced in the respective Sections I and J are continually in need of change and timely updating as to content and regulatory requirement. The Board has adopted this Rate Order and Service Policy in its entirety, however, **SECTION I. SAMPLE APPLICATION PACKET** and **SECTION J. MISCELLANEOUS TRANSACTION FORMS** are adopted as to general purpose and content with the expectation that Management will amend, add, create new documents, and otherwise change new or existing documents as Management deems necessary in the best interest of the District, and the Board hereby delegates to the General Manager authority to do so. The Board of Directors may from time to time, review the documents used or amended by the District in conducting its business, and as a result of this review process the Board of Directors may make changes to forms then used by the District.

SECTION C **DEFINITIONS**

Active Connection — Water connections currently being used to provide retail water service, or wholesale service. (see PUC Rules, TAC, Chapter 24, Subchapter A, Subsection 24.3 (2)).

Applicant - A person, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, or any other legal entity applying for service with the District. A person must have reached age of majority (18) in Texas to apply for service. (Section 129.001, Civil Practice & Remedies Code).

Authorized Representative or District Representative - The General Manager of the District or a representative or employee of the District engaged in carrying out the terms of or performing services prescribed by this Policy pursuant to either general or specific authorization to do so from the General Manager or the Board of Directors of the District.

Base Rate — The monthly charge assessed each Customer for the opportunity of receiving service. The Base Rate is a fixed rate based upon the meter size as set forth in the equivalency chart in Section G.

Board of Directors - The governing body of the District elected by the registered voters within the District's boundaries in accordance with the applicable election laws.

Certificate of Convenience and Necessity “CCN” - That area within which the District has the exclusive right and obligation to provide retail water service (and being the geographic area described within CCN Number 11456). Note: the District may provide retail water service outside its CCN area, except as prohibited by law (such prohibitions would include serving in another’s CCN or inside another District or City which provides retail water service without permission).

Customer - Any person, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, or any other legal entity receiving District’s service at any specified premises designated to receive service.

Defined Service Area - That area within which water services are provided to customers and that includes the area within the District’s boundaries (and/or the area described within CCN Number 11456).

Deposit - A non-interest bearing refundable fee as set by the Board of Directors based upon the size of the water meter or customer class, which is held by the District as security for service being rendered.

Developer - Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who owns or controls land located within the District or the District’s service area(s) who has divided or proposes to divide the land into two or more parts for the purpose of laying out any subdivision or any tract of land or any addition to any town or city, or for laying out suburban lots or building lots, or any lots, streets, alleys, or parks or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto. (See Texas Water Code 13.2502(e)(1) & 49.052(d)).

Disconnection of Service - The discontinuance of water service to a customer of the District.

District - The Stephens Regional Special Utility District (SRSUD).

District’s Water System - The water production, treatment, and distribution facilities operated or to be constructed by the District as currently operating and any water system extensions or improvements which may be built within the District in the future.

Easement - A private perpetual right-of-way dedicated to the District for the installation of water pipelines and necessary facilities that allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable) for both service to a customer/applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. The District maintains and occasionally updates a standard easement which must be executed and returned to the District prior to service to a new customer or new service connection.

Final Plat - A complete and exact plan for the subdivision of a tract of land which has been approved by all regulatory agencies having jurisdiction over approval of the design, planning and specifications of the facilities of such subdivision.

Hazardous Condition - A condition that jeopardizes the health and welfare of the customers of the

District as determined by the District or any other regulatory authority with jurisdiction.

Impact Fee — A charge or assessment imposed by a District against new development to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development (See TWC Chapter 49, Section 49.212(d)). A charge or fee by a District for construction, installation, or inspection of a tap or connection to District water, wastewater, or drainage facilities, including all necessary service lines and meters, or for wholesale facilities that serve such water or drainage facilities, shall not be deemed to be an impact fee if it does not exceed three times the actual and reasonable costs to the District for such tap or connection.

Inactive Connection— Water connections tapped to the applicant's utility and that are not currently receiving service from the utility. (See PUC Rules, TAC, Chapter 24, Subchapter A, Subsection 24.3 (29))

Installation Fee — A fee charged for all costs necessary for installation of the type of service requested. (See Section G. for breakdown of costs included in the fee.)

Living Unit Equivalent (or) LUE— A measure of the estimated average daily volume of water used by a typical single-family residence within the District. LUEs for connections other than single family residences, including multi-family, landscape irrigation, commercial, industrial or any proposed amenity center site, will be calculated based upon the District engineer's recommendation.

Master Meter - A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units. (See PUC Rules Chapter 24, Subchapter H, Section 24.121(c)(8))

Meter Test Fee — A fee assessed by the District upon written request of the Customer for testing the accuracy of the meter.

Mobile Home Park — A property on which spaces are rented for the occupancy of manufactured or mobile homes for non-transient residential use and for which rental is paid at intervals of one month or longer.

Public Utility Commission of Texas (PUC) – The state regulatory agency having Certificates of Convenience and Necessity (CCNs) and appellate jurisdiction over the rates and fees of utility districts.

Recreational Vehicle — A motor vehicle primarily designed as temporary living quarters for recreational camping or travel use, including a travel trailer, camping trailer, truck camper, and motor home. (See Section 522.0044(b) Transportation Code)

Recreational Vehicle Park — A commercial property that is designated primarily for recreational vehicle transient guest use for which fees for site service connections are paid daily or longer. (See Texas Water Code Section 13.087)

Re-Service - Providing service to an Applicant at a location at which service previously existed. Costs of such re-servicing are set forth in Section G of this Service Policy.

Revenues - Any funds received for water service, tap fees, service charge fees, disconnect fees,

reconnection fees or any and all other charges except for service deposits, that may be charged and collected by the District from the ownership and operation of its water systems.

Service – Any act performed, anything furnished or supplied, and any facilities used by the District in the performance of its duties under the Texas Water Code to its customers, employees, other retail public utilities, and the public, as well as the interchange of facilities between the District and one or more retail public utilities.

Service Application and Agreement - A written agreement on the current service application and agreement form between the Applicant and the District defining the specific type of service requirements requested, and the responsibilities of each party regarding the service to be provided on property designated to receive service.

Service Classification - The type of water service required by an Applicant as may be determined by the District based on specific criteria such as usage, meter size, demand, type application, and other relevant factors related to the Applicant's request. The base unit of water service used by the District in facilities design and rate making in this Service Policy is a 5/8" X 3/4" water meter.

Service Investigation Fee – A fee paid by a potential customer of the District for the purpose of determining the feasibility of providing service or of a construction, line extension and/or expansion project.

Service Trip Fee — A fee charged for any service call or trip to the Customer's tap as a result of a request by the Customer for response to damage of the District's or another Customer's facilities; for customer service inspections due to suspicion of meter tampering, bypass or diversion of service; or for the purpose of disconnecting or collecting payment for services.

Service Unit — The base unit of service used in facilities design and rate making. For the purpose of this District Service Policy, a service unit is a 5/8" X 3/4" water meter. (See District Service Policy Section G.)

Subdivide - To divide the surface area of land into lots or tracts. (Local Government Code Chapter 232, Section 232.021 Definitions).

Subdivider - An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business (Local Government Code Chapter 232, Section 232.021 Definitions).

Subdivision - An area of land that has been subdivided into lots or tracts (Local Government Code Chapter 232, Section 232.021 Definitions).

Tap Fee — all current labor and materials necessary to provide individual metered water service.

Temporary Service - The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent service (including agricultural, road construction, drilling, livestock, etc.), and is not applicable to structures on a future residential, business, or commercial site. The Board will set the length of time and other conditions associated with this classification.

Texas Commission on Environmental Quality (TCEQ) - State regulatory agency having general

supervision and oversight of public water systems and the governance of water districts.

Usage — Amount billed for water or sewer service based on actual or estimated usage.

1. **Actual Usage** – Amount billed or to be collected based on actual meter reading.
2. **Estimated Usage** – Amount billed or to be collected based on either the customer's historical average usage for the prior month or for the same month of the prior year where date is available. (See Section E. 5.b; See also PUC Rules 16 TAC §24.125(i) regarding estimated bills.)

Water Conservation Penalty — A penalty that may be assessed under Section H of this Policy to enforce customer water conservation practices during drought contingency or emergency water demand circumstances. (See Section H, Drought and Contingency Plan)

SECTION D

GEOGRAPHIC AREA SERVED

The District provides retail water service to areas reached by its water system, which generally include those areas within the District's Certificate of Convenience and Necessity "CCN" and District boundary.

(See Attached District (CCN) map)

SECTION E

DISTRICT SERVICE RULES AND REGULATIONS

1. ***Service Entitlement.*** An Applicant requesting service within the boundaries of the District or the District's defined CCN area shall be considered qualified and entitled to water utility 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. An Applicant shall follow the requirements of the District's rate order and construction standards before construction of any improvements on an undeveloped tract or lot. An Applicant requesting service outside the District's boundaries or defined CCN area shall be considered for service in accordance with current District policies on providing service outside the District boundaries or CCN area.
2. ***Application Procedures and Requirements.*** The District reserves the right to determine how an application is classified. For the purposes of this Service Policy, applications to the District for service shall be divided into the following two 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 one 5/8" X 3/4" sized water meter service set on existing pipelines on a single tract of property.
 - b. **Non-Standard Service** is defined as any service that is not classified by the District as Standard Service, including but not limited to: most commercial, industrial, and governmental uses and developments, subdivisions, additions to subdivisions, and developers; single tracts of property that require multiple meters, additional service facilities, or a single meter larger than 5/8" x 3/4" for service; temporary water service requests; service requests to a Master Metered Account pursuant to an agreement; or an addition to or extension of the District's water system to receive the requested service.. The service requirements as prescribed by Section F of this Service Policy shall be required of the Non-Standard Service Applicant prior to providing service. The service requirements as prescribed by Section F of this Service Policy also apply to existing customers, as a condition of continued service, where their service classification has changed. The District shall make a determination as to the appropriate size and type of meter for all non-standard service connections.
 - c. **Requirements for Standard and Non-Standard Service.**
 - i. All applicants for initial service will complete a Prospective Service Application along with a plat of the property for which the application is being made. This form will be used by the District's engineer and the District to determine if the area is located in the District's service area and whether service is available for that area. The District's Service Application and Agreement Form shall be completed in full and signed by the Applicant.
 - ii. As a condition for service, a Right-of-Way Easement Form or other such easement form, approved by the District, must be provided by the Applicant (properly executed by the person or persons having legal authority to convey an easement) to allow the District a right of access to construct, install, maintain, replace, upgrade, inspect or test any facility necessary to serve the Applicant as well as the District's purposes in providing system-wide service. (Tex. Water Code § 49.218). New meters

shall be located within a utility easement at or near the boundary line of the property designated for service. The Applicant shall provide proof of ownership of the real property designated to receive service by warranty deed or other recordable documentation of fee simple title.

- iii. As set forth in Section B. 9. of this Service Policy, the District shall install individual meters owned by the District in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the District determines that installation of individual meters is not feasible. If the District determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. The District shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in Section G. 5. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the property, as determined under applicable provisions of Section G.
- iv. The District may consider master metering non-standard water service to apartments, condos, trailer /RV parks, or business centers and other similar type enterprises installed prior to January 1, 2003, or at an Applicant's request provided the total number of units to be served are:
 - a. owned by the same person, partnership, cooperative, corporation, agency, public or private organization of any type but not including a family unit, and considered a commercial enterprise; i.e. for business, rental, or lease purposes; or
 - b. not directly accessible to public right-of-way (such as but not limited to gated communities).
- v. Individual Metering for Multiple Use Facilities. On request by the property owner or manager, the district shall install individual meters owned by the District in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the District determines that installation of meters is not feasible. If the District determines that installation of meters is not feasible, the District shall have no obligation to install meters until the property owner or manager installs a plumbing system, at the property owner's or manager's expense, that is compatible with the installation and service of meters. Each individual meter will require a Service Application and Agreement pursuant to this Service Policy. The District is entitled to the payment of costs to install individual meters pursuant to 16 TAC § 24.122(d) and this rate order, including the costs of individual meter installations, as provided in Section G. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the property, as determined under applicable provisions of Section G.
- vi. Notice of application approval and costs 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.
- vii. If a water line has been located in the public right-of-way due to the refusal by the applicant, or any previous owner of the applicant's property, to grant an easement to the District for the purposes of installing water line and appurtenances for the District's system wide service (See Miscellaneous Transaction Forms), the applicant, prior to receiving the requested service, shall grant an easement to the District for the

purpose of installing the water line and appurtenances. Further, and in addition to the normally required fees for service and to compensate for the original denial of easement, the applicant shall pay such sums as are necessary for the relocation of the water line from the public right-of-way and for re-installation of the line onto the applicant's property, before receiving the requested service. However, after the passage of ten (10) years from the date of the original denial of easement the compensation charge to be paid by the applicant shall be the per foot charge as set by the Board to reasonably compensate the District for the denial of easement. The measurement of the footage involved shall reasonably approximate the amount of water line which would be required to be re-laid in private easement to cure the original denial of easement. The District shall retain the right to delay relocation of existing facilities onto the private easement. The Board may establish a fund to accumulate the payments collected under this section for use in moving water lines out of public rights-of-way.

- viii. If an Applicant or transferee fails to provide all documentation or information required at the time of application, the District will issue written notice that the Applicant shall provide the documentation or information within ten days or service will be terminated or the application will be rejected. This provision applies to both standard and non-standard service requests.
- ix. All plans for construction of water facilities, including lines and related appurtenances, shall be submitted to the District for review and approval in writing and approved by the District prior to bidding and construction. The District and the District's engineer will review the plans and provide written comments or noted deficiencies if the plans are not approved. The District's Plan Review Fee and any Resubmittal Fees shall be fully paid before the District will approve any plans.
- x. If the water main was routed around applicant's property other than on public right-of-way due to applicant's or previous owner's previous refusal to grant easement to the District for purpose of installing the water main or appurtenances, the applicant, prior to receiving the requested service, shall grant easement to the District for the District's system wide service. In addition, applicant shall reimburse the District the equivalent of the added cost incurred by the District in the original re-routing of the water main as determined by the Board in accordance with Section vii.

3. *Activation of Standard and Non-Standard Service.*

- a. **New Tap** -- The District shall charge a non-refundable service installation fee and a refundable deposit as required under Section G of this Service Policy. The service installation fee shall be quoted in writing to the Applicant. All fees shall be paid or a deferred payment contract signed in advance of installation (30 TAC 291.86 (a)(1)(A)).
- b. **Re-Service** -- For re-service the District shall charge the deposit fee and other costs necessary to restore service, including the Re-Service Fee. When re-service is requested by an applicant owing any delinquent charges on previous service at any location served by the District, all delinquent charges must be paid before re-servicing procedures can begin.
- c. **Performance of Work** -- After approval is granted by proper authorities, all tap and equipment installations specified by the District shall be completed by the District staff or designated representative. No person, other than the properly authorized agent of the District, shall be permitted to tap or make any connection to the mains or distribution pipes of the district's water system, or make any repairs or additions to or alterations in any tap, pipe, cock or other fixture connected with the water service pipe. The tap for a standard service request shall be completed within five (5) working days whenever practicable, but

not later than ten (10) working days after approval and receipt of payment of quoted fees on the property designated to receive service. This time may be extended for installation of equipment for Non-Standard Service Request (see Section F., 30 TAC 291.85).

- d. **Inspection of Customer Service Facilities** -- The facilities at the service connection shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. As a result of such an inspection, the District may require that a customer properly install a backflow prevention device, and thereafter, inspect, test and maintain the device, and provide all required documentation to the District, all at the customer's expense. (30 TAC § 290.46(j)). .

4. **Line Extension Reimbursement.** An approved Applicant may have to pay on a prorated basis a line reimbursement fee to the District for the purpose of reimbursing a customer or other party that made the capital outlay to extend service to that area. (See Miscellaneous Transaction Forms).

5. **Ownership of equipment.**

All water meters and equipment and materials required to provide water service to the point of customer connection; water meter or service tap, is the property of the District upon installation, and shall be maintained by the District only.

6. **Changes in Service Classification.** If at any time the District determines that the customer service demands 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 Customer to re-apply for service under the terms and conditions of this Service Policy. Customers failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Service Policy, Section E, Sub-Section 14.a.

7. **Denial of Service.** The District may deny service for the following reasons:

- a. Failure of the Applicant to provide all required easements and forms and to pay all required fees and charges;
- b. Failure of the Applicant to comply with rules, regulations, policies, and bylaws of the District;
- c. Existence of a hazardous condition at the Applicant's property which could jeopardize the welfare of other customers of the District upon connection;
- d. Failure of Applicant to provide representatives or employees of the District reasonable access to property for which service has been requested;
- e. Failure of an Applicant to provide proof of ownership of the property designated to receive service to the satisfaction of the District;
- f. the District has determined that the Applicant's service facilities are known to be inadequate or of such condition that satisfactory service cannot be provided; or
- g. Failure of the Applicant to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant received service.

8. **Applicant's Recourse.** In the event the District refuses to serve an Applicant under the provisions of this Service Policy, the District must notify the Applicant, in writing, of the basis of its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the District within 15 days after the District sends the notice.

9. ***Insufficient Grounds for Refusal of Service.*** The following shall not constitute sufficient cause for the refusal of service to an Applicant:
- Delinquency in payment for service by a previous occupant of the premises to be served;
 - Failure to pay a bill to correct previous under billing due to meter error, misapplied meter multiplier, incorrect meter readings, or computation error more than six (6) months prior to the date of application;
 - Violation of the District's rules pertaining to operation of non-standard equipment or unauthorized attachments which interfere with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;
 - Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill; or
 - Failure to comply with regulations or rules for anything other than the type of utility service specifically requested including failure to comply with septic tank regulations.
10. ***Deferred Payment Agreement.*** The District may offer a deferred payment plan to a Customer who cannot pay an outstanding balance 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 agreement (See Miscellaneous Transaction Forms).
11. ***Charge Distribution and Payment Application.***
- The Service Availability Charge (or Base Rate)** is billed on a monthly basis. Charges shall be prorated for meter installations and service terminations falling during the billing period.
 - Gallage Charge** shall be billed at the rate specified in Section G and billing shall be calculated in one hundred (100) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the District's employees or designated representative.
 - Posting of Payments** -- All payments shall be posted against previous balances prior to posting against current billings.
 - Forms of Payment:** The District will accept the following forms of payment: cash, personal check, cashier's check, money order, credit card, automatic debit on customer's bank account, or draft on bank. The District will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the District. The District reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins. For credit card charges, the District may collect a reasonable fee to recoup the costs incurred by the District to process the credit card payment.
12. ***Due Dates, Delinquent Bills, and Service Disconnection Date.*** The District shall mail all bills on or about the 1st of the month. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill 15th of the month (allowing approximately fifteen (15) days to pay) after which time a penalty shall be applied as described in Section G. A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A 10 day grace period may then be allowed for delayed payments prior to mailing of final notices. Final 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 mailings.

- a. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the District shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 15 day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings (Reference: Utilities Code Section 182.001 - 182.005).

13. ***Returned Check Policy.*** Payment by check or electronic draft that has been rejected for insufficient funds, closed account, or for which a stop payment order has been issued is not deemed to be payment to the District. The District shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the District office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service (Miscellaneous Transaction Forms). Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the District. The Customer in violation may be placed on a "cash-only" basis for a period of 12 months. ***NOTE:*** "cash only," means certified check, money order, or cash.

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

- a. **Disconnection with Notice** -- Water utility service may be disconnected for any of the following reasons after proper notification has been given.
 - i. Failure to satisfy the requirements of the District's Returned Check Policy as provided in these Service Policies.
 - ii. Failure to pay a delinquent account for utility service, failure to timely provide a deposit or failure to comply with the terms of a deferred payment agreement (Miscellaneous Transaction Forms).
 - iii. Failure to pay charges arising from service trip fee, meter re-read fee, or meter read fee when customer on self-read plan failed to submit their meter reading.
 - iv. Failure by a Customer to pay for all repair or replacement costs resulting from the Customer damaging system facilities including, but not limited to water lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The District will provide the Customer with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Customer's service being disconnected in accordance with the Disconnection with Notice Provisions in the Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.
 - v. Failure to disconnect or secure additional service tap(s) for an RV or other service connection after notification by the District of violation of the Prohibition of Multiple Connections.
 - vi. Violation of the District's rules pertaining to the use of service in a manner which interferes with the service of others.

- vii. 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.
 - viii. Failure of the Customer to comply with the terms of the District's Service Agreement, Service Policy, Bylaws, or Special Contract provided that the District has given notice of said failure to comply, and Customer has failed to comply within a specified amount of time after notification.
 - ix. Failure to provide access to the meter under the terms of this Service Policy or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify. Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
 - x. Misrepresentation by any Applicant of any fact on any form, document, or other agreement required to be executed by the District.
 - xi. Failure of Customer to re-apply for service upon notification by the District that Customer no longer meets the terms of the service classification originally applied for under the original service application.
- b. **Disconnection Without Notice** -- Water utility service may be disconnected without notice for any of the following conditions:
- i. A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance as defined in Section 341.011 or 343.011 of the Texas Health and Safety Code. If there is reason to believe a dangerous or hazardous condition exists, the District may conduct a customer service inspection ("CSI") to verify the hazardous condition and may notify the local county health office. The District will disconnect without notice if the Customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (Section E. 3.d., E. 20, 21., 30 TAC 290.46 (j)). Service will be restored when a CSI confirms no health hazard exists, the health hazard has been removed or repaired, or the health hazard has been isolated from the District's water system by the installation of a backflow prevention device.
 - ii. A line leak on the customer's side of the meter is considered a potentially hazardous condition under paragraph (b)(i). If the District conducts a CSI and discovers that the line leak has created a hazardous condition, the District will provide the customer up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.
- i. Service is connected without authorization or has been reconnected without authorization following termination of service for nonpayment;
 - ii. Tampering with the District's meter or equipment, by-passing the meter or equipment, or other unauthorized diversion of service; or
 - iii. When a returned check is received on an account that was scheduled for disconnection, service shall be immediately disconnected in accordance with the standard delinquent account policy. Notice shall be provided by same day mail or hand-delivery that insufficient check was received. Notice shall state the hours and location where this insufficient check can be redeemed to allow service to be re-connected.

NOTE: Where reasonable under the circumstances of the disconnection without notice, 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 after service has been disconnected.

- c. **Disconnection Prohibited** -- Utility service may not be disconnected for any of the following reasons:
 - i. Failure of the Customer to pay for merchandise or charges for non-utility service provided by the District, unless an agreement exists between the Applicant and the District whereby the Customer guarantees payment of non-utility service as a condition of service;
 - ii. 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;
 - iii. Failure of the Customer to pay charges arising from an under billing occurring due to any misapplication of rates more than six (6) months prior to the current billing;
 - iv. 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 to service;
 - v. 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 the Inoperative Meters Section E. 15. of this Service Policy.
 - vi. Failure of the Customer to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the District is unable to read the meter due to circumstances beyond its control.
- d. **Disconnection on Holidays and Weekends** -- Unless a dangerous condition exists or the Customer requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the District are not available to the public for the purpose of taking collections and reconnecting service.
- e. **Disconnection Due to Utility Abandonment** -- The District may not abandon a Customer or a Certificated Service Area without complying with the applicable requirements established by the Texas Commission on Environmental Quality or the Public Utility Commission..
- f. **Disconnection for Ill and Disabled** -- The District may not discontinue service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a Customer seeks to avoid termination of service under this Sub-section, the Customer must have the attending physician call or contact the District within sixteen (16) days of issuance of the 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 shall enter into a Deferred Payment Agreement (see Miscellaneous Transaction Forms).
- g. **Disconnection of Master-Metered Accounts and Non-Standard Services** -- When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the

following shall apply:

- i. The District shall send a notice to the Customer as required. This notice shall also inform the Customer that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
- ii. At least five (5) days after providing notice to the Customer and at least five (5) days prior to disconnection, the District shall post notices stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
- iii. The tenants may pay the District for any delinquent bill on behalf of the owner to avert 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 rules of this Service Policy service may be terminated with notice.

15. **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.

16. **Back-billing.** The District may back-bill a Customer for up to forty-eight (48) consecutive 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.

17. **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, and report the results in writing thereof 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.

18. **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, or during corresponding periods in previous years. If the meter is inoperative due to by-passing or tampering, the District will proceed with disconnection under Subsection E.11.b.iii. See also Section E.17.

19. **Bill Adjustment**

- a. **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 G of this Service 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 may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Customer shall complete a Meter Test Request Form prior to the test. (See Misc. Transaction Forms)
- b. **Due to Estimated Billing.** If the District has estimated usage because the District is unable to access the meter due to circumstances beyond the District's control, such as a

natural disaster, or because access is hindered or denied by a Customer, the District shall adjust the bill once access has been regained and actual usage is determined.

20. ***Meter Tampering and Diversion of Service.*** All meters connected to the District's water system will be provided, owned, installed and maintained by the District. Meter-tampering, by-passing, or diversion are strictly prohibited, including any tampering with the District's service equipment, causing damage or unnecessary expense to the District by-passing a meter or service equipment, or other instances of diversion, such as:
- a. installing a meter or service equipment without authorization from the District;
 - b. removing or altering a locking or shut-off device used by the District to discontinue service;
 - c. removing, altering, or physically disorienting a meter or service equipment;
 - d. inserting or attaching objects to the meter to divert service or to by-pass;
 - e. other electrical or mechanical means of tampering with, by-passing, or diverting service;
 - f. connecting or reconnecting service without District authorization;
 - g. connecting to the service line of an adjacent customer of the District; or
 - h. Preventing the supply from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capacity.

Photographic evidence or any other reliable and credible evidence may be used to establish that a violation of this prohibition has occurred and to justify appropriate action by the District. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable. In addition to any other penalties or remedies provided for in this rate order or under Texas civil law, persons who tamper with meters or divert service and unauthorized users of District services may be prosecuted to the extent allowed by law under the Texas Penal Code §§ 28.03, 12.21, and 12.22 as appropriate.

- i. If the District determines under subsection (a) that Tampering has occurred, the District shall disconnect service without notice as set forth in Subsection E and charge the person who committed the Tampering the total actual loss to the District, including the cost of repairs, replacement of damaged facilities, and lost water revenues. Any person who destroys, defaces, damages or interferes with District property will be charged the total actual loss to the District, including but not limited to the cost of repairs, replacement of damaged facilities, and lost water revenues.

The District also will prosecute the offending party to the extent allowed under law pursuant to Texas Water Code Section 49.228 and other applicable laws. For purposes of this section, "offending party" means the person who committed the Tampering or damaged the property.

- j. In addition to actual damages charged under subsection (b), the District may assess a penalty against the person who committed the Tampering. The penalty must be reasonable and not exceed \$10,000.

21. ***Damage to District Facilities.***

- (a) Damage to Meter and Appurtenances. No person other than a duly authorized employee or agent of

the District is permitted to tap or make any connection to the water distribution lines of the District's water system, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, meter box, tap, pipe, cock or other fixture connected with the water system, or any manhole, main, trunk or appurtenance of the District's system. The District reserves the right, immediately and without notice, to remove the meter or disconnect water service to any Customer whose meter has been tampered with and to assess an equipment damage fee to the Customer under Section G of this rate order.

(b) Right to Repair. The District reserves the right to repair any damage to the water system without prior notice and to assess against any Customer causing the damage such penalties as are provided for by law and this rate order, in addition to those charges necessary to repair system damage.

22. ***Service Facility Relocation.*** Relocation of service facilities on the same property shall be allowed by the District provided that:

- a. The relocation is limited to the requesting customer's existing property designated to receive service;
- b. An easement for the proposed location has been granted to the District;
- c. Service capacity is available at the proposed location; and
- d. The Customer pays a Meter Relocation Fee and any additional costs incurred by the District to relocate the meter.

In order to improve the operations of the District, the District may relocate a meter at any time at no cost to the customer.

23. ***Prohibition of Multiple Connections to a Single Tap.*** In order that the District may maintain adequate records of the actual number of users and water consumption on its water system to assure public health and compliance with TCEQ and/or PUC rules and regulations, ensure that charges are received for each user on the water system, and provide that the District's metering devices are adequately sized for proper flow and accurate measurement of water used, 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, shall individually apply for service under this Service Policy. No more than one (1) residential, business, corporate, commercial, or industrial service connection is allowed per meter. The District may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter (Referring to Section E. 2. c. iv.). Any unauthorized submetering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service. Diversion of service to more than one facility or specific use is considered a multiple connection. Examples of unauthorized submetering and diversion of service may include, but are not limited to: hunting camps and related facilities, cabins, recreational facilities, RV hook-ups, barns with living quarters, or any improper facility or use as determined by the District. If the District has sufficient reason to believe a Multiple Connection exists, the District shall discontinue service under the Disconnection without Notice provisions of this Service Policy.

Definitions relating to "Multiple Connections":

- a. A "multiple connection" is the connection to any portion of a customer's private plumbing that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barn or other accessory structures shall not be considered a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not

- used as a residence or as a commercial or industrial facility.
- b. A “primary delivery point” shall mean the physical location of a meter tap that is installed in accordance with these Service Policies and applicable law and which provide water service to the residence or commercial or industrial facility of a customer.
 - c. A “residence” shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities or other evidence of habitation as defined by the District.
 - d. “Commercial” facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A customer that utilizes water within their residence or property for commercial purposes may be required to obtain a separate meter. A business conducted within a customer’s residence or property that does not require water in addition to that provided to the customer’s residence shall not be considered a separate commercial facility.
 - e. The District agrees to allow customers in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months. If the recreation vehicle/travel trailer is being used for a permanent residence, these Service Policies require the installation of an additional meter(s) and application for a new service connection for that location. If the Customer routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the district may require that a second or additional meter(s) be purchased. The customer must submit a written request to the district’s business office at least 5 business days prior to sharing district water with a visitor. The district has the right to refuse or deny the shared usage for any reason. The district has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a customer is found to violate these conditions, the customer will be sent a letter of notice stating the water service will be cut off in ten days if the situation is not corrected.

24. Customer Responsibilities.

- a. The Customer shall provide access to the meter as per the easement and service agreement. Customers shall provide a key to locked gates to provide access to District facilities. Customers who maintain a locked gate at their meter must provide, (1) a District approved fence walk-over, or (2) provide to the District a key or combination to the Customer’s lock or (3) allow placement of a District lock on the Customer’s gate. Locked gates must be within fifty (50) feet of the Customer’s meter or a fence walk-over must be provided. 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 given to the Customer that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Customer, then service shall be discontinued and the meter removed with no further notice. (Section E.3.d., E.14.ix) Conditions that may hinder access include, but are not limited to, fences with locked gates, vehicles or objects placed on top of meters or meter boxes, and unrestrained animals.
- b. The Customer shall be responsible for compliance with all District, utility, local, state, and federal codes, requirements, and regulations concerning on-site service and plumbing facilities.

- i. All water service 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 above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46)
- ii. The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the District's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.46)

The District will discontinue service without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until the violation is corrected.

- c. A customer owning more than one service connection shall keep all payments current on all accounts. Failure to maintain current status on all accounts is enforceable under this rate order, a Service Application or agreement executed by the customer.
- d. The District's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter or other service equipment. Therefore, all water usage registering upon and/or damages occurring to the metering or other equipment owned and/or maintained by the District shall be subject to charges as determined by the District or this Service Policy.
- e. The District shall require each Customer to have a cut-off valve on the Customer's side of the meter for purposes of isolating the Customer's service pipeline and plumbing facilities from the District's water pressure. This cut-off valve may be installed as a part of the original meter installation by the District. The valve shall meet AWWA standards (a ball valve is preferred). The Customer's use of the District's curb stop or other similar valve for such purposes is prohibited. Any damage to the District's equipment shall be subject to service charges.
- f. The customer is required to notify the system 48 hours prior to digging or excavation activities along or near water lines and appurtenances.

25. *Prohibited Plumbing Practices*

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

26. Connection of Water Service

- a. Applications for water service connections shall be filed with the District upon application forms made available from the District. Applicants for water service shall meet all District requirements for service including the granting of any necessary water easements (as determined by the District) to serve the connection and to enable the District to provide system wide service. In addition, the District shall install a customer service isolation valve at the expense of the service applicant.
- b. No person, other than the properly authorized agent of the district, shall be permitted to tap or make any connection with the mains or distributing pipes of the district's water system, or make any repairs or additions to or alterations in any tap, pipe, cock or other fixture connected with the water service pipe.
- c. The customer must allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections will be conducted by the District or its designated agent prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during the District's normal business hours.
- d. The customer must, at his or her expense, properly install any backflow prevention device required by the District.
- e. Water Extensions. As of the effective date of this Service Policy, the cost of the installation of water lines beyond the existing service lines or the cost of upsizing lines (when necessary) of District to any residential or commercial user or any undeveloped area within the District shall be the sole responsibility of the property owner and/or developer requesting services.

27. Standards for Water Service Lines

- a. In addition to compliance with this Service Policy, all connections shall comply with the Rules and Regulations for Public Water Systems issued by the Texas Commission on Environmental Quality set forth in 31 TAC 290. In the event of a conflict between this Service Policy and TCEQ Rules, the more stringent rule shall apply.
- b. Water pipe and fittings shall be of brass, copper, cast iron, galvanized malleable iron, galvanized wrought iron, galvanized steel, pvc, poly, pex, or other approved materials.
- c. Water service lines shall not be less than three (3) feet apart horizontally and shall be separated by undisturbed or compacted earth.
- d. Water service lines or any underground water pipe shall not be run or laid in the same trench with non-metallic sewer or drainage piping unless all three of the following conditions are met:
 - i. The bottom of the water service line at all points shall be at least twelve inches (12") above the top of the wastewater line.
 - ii. The water service line shall be placed on a solid shelf excavated at one side of the common trench and the two lines shall be separated by a minimum of eighteen inches (18").
 - iii. The water service line shall be installed with water tight joints tested to a minimum of 150 PSI.
- e. A minimum of four feet (4') of type "L" soft copper pipe or other suitable material shall be installed at the end of the water service line at the connection to the water meter.
- f. Water service lines shall be bedded in washed sand to provide six inches (6") of cushion below the line. The trench bottom and walls shall be cleared of all protruding rocks which could damage the pipe before the sand bedding is placed.

- g. A District-owned water meter and a District approved meter box shall be installed by a District representative.
- h. Potable water supply piping, water discharge outlets, backflow prevention devices, or similar equipment shall not be located so as to make possible the submergence of such equipment in any contaminated or polluted substance.
- i. Lawn sprinkling systems shall be equipped with an approved vacuum breaker installed in the discharge side of each of the last valves. The vacuum breaker shall be installed at least six inches (6") above the surrounding ground and above a sufficient number of heads so at no time will the vacuum breaker be subjected to back pressure or drainage.
- j. The District's water system shall be protected from swimming pool makeup water by means of an approved backflow preventer or an adequate air gap.
- k. Pressure regulators shall be installed at the customer's expense. It shall be the responsibility of the customer to monitor the pressure regulator and notify the District immediately in the event of unsatisfactory regulator operation and function at the customer's facilities.
- l. Upon the installation of a service line, a request for inspection shall be made to the District's office forty-eight (48) hours in advance for request of inspection, and no back filling of the lines may be made until inspection has been made by the District, its agents or employees.
- m. Back filling of service line trenches must be accomplished within 24 hours of inspection and approval, and no debris will be permitted in any service line trench. The District hereby notifies the Customer that dual check valves are routinely installed on new and existing services as a precaution against multiple connections both at Hubbard Creek Lake and at rural locations where livestock watering troughs are often installed. Dual check valves create a closed system for the Customer's facilities which helps to ensure the health and safety of all Customers and helps protect the public from possible cross-connection contamination. The Customer is hereby advised that as a result of the installation of dual check valves, the possibility of thermal expansion is present within the Customer's closed system. ***NOTICE: To prevent possible damage or harm from thermal expansion, all Customers shall install and maintain adequate thermal expansion tanks, and/or properly vented pressure relief valves or other devices on all hot water heaters attached to the Customer's service lines. All aspects of the installation, maintenance, and repair of this pressure relief equipment should be accomplished under the supervision of a licensed plumber with experience in these types of devices.***

28. Penalties and Enforcement.

- a. Penalties. Any person violating any provision of this Service Policy, as amended, may be subject to a fine of not more than \$1,000.00 for each violation. Each day that a violation is permitted to exist constitutes a separate violation. A penalty is in addition to any other penalty or remedy provided by the laws of the State of Texas or this Service Policy.
- b. Other Penalties. The District may disconnect water service to any customer discharging prohibited wastes.
- c. Liability for Costs. Any person violating any provision of this Service Policy, as amended, is liable to the District for any expense, loss or damage occasioned by the District by reason of such violation and the District's enforcement thereof. If the District prevails in any suit to enforce these rules and regulations, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court.

- d. No Waiver. The failure on the part of the District to enforce any section, clause, sentence, or provision of this rate order does not constitute a waiver of the right of the District later to enforce any section, clause, sentence, or provision of this rate order.

SECTION F
PART I: DEVELOPER, SUBDIVISION AND NON-STANDARD SERVICE
REQUIREMENTS

1. **District's Limitations.** All Applicants shall recognize that the District must comply with local, state, and federal rules and regulations as promulgated from time to time, and with covenants of current indebtedness. The District is not required to extend retail utility service to any Applicant requesting standard service to a lot or tract in a subdivision where the Applicant responsible for the subdivision has failed to comply with the requirements of the District's non-standard service requirements set forth in this Section.
2. **Purpose.** It is the purpose of this Section to define the process by which the specific terms and conditions for all kinds of Non-Standard Service, including specifically for Non-Standard Service to subdivisions and the respective developers and subdividers, are determined, including the Non-Standard Service Application and the District's respective costs.
3. **Application of Rules.** This Section sets forth the terms and conditions pursuant to which the District will process Non-Standard Service Requests. This Section is applicable to subdivisions, additions to subdivisions, developers, or whenever the District determines that additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of property include, but are not limited to, road bores (even road bores for service that is otherwise standard), extensions to the distribution system, meters larger than 5/8" X 3/4", water service lines exceeding 3/4" diameter and exceeding 25 feet in length. For the purposes of this Service Policy, Applications subject to this Section shall be defined as Non-Standard. Non-Standard service is any service which is not Standard, as determined by the District. **In cases of service to a single tract, the Board of Directors shall determine whether or not an Applicant's service request shall be subject to all or part of the conditions of this Section.** Non-Standard Service to subdivisions are governed by this Section.
4. **Non-Standard Service Application.** The Applicant shall meet the following requirements prior to the initiation of Non-Standard Service or the execution of a Non-Standard Service Contract by the District:
 - a. The Applicant shall provide the District a completed Service Application and Agreement giving special attention to the item(s) on SPECIAL SERVICE NEEDS OF THE APPLICANT.
 - b. The Applicant must be authorized to enter into a contract with the District setting forth terms and conditions pursuant to which Non-Standard Service will be furnished to a property or subdivision. The Specific terms and conditions pursuant to which the District will provide non-standard service in response to any request will depend upon the nature of such request and may be set forth in a legally enforceable, contractual agreement to be entered into by the District and the service Applicant. A Non-Standard service contract may not contain any terms or conditions that conflict with this section.
 - c. The Applicant must also submit at least two hard copies, and one digital copy when deemed necessary by the District's engineer, of all plats and plans with the Service Application, including:
 - A. Applicant shall include a plat and description of the area to be served complying with the map requirements of 30 Texas Administrative Code Section 291.105(a)(2)(A)-(G) of the TCEQ's Rules showing the Applicant's requested service area with the Service Application. The term "Service

Application” includes the preliminary plat showing the Applicant’s requested service area and any plans, specifications, and special requirements of such governmental authorities. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall submit maps and plans detailing the location of the requested extension and details of demand requirements;

- a. Plans for all improvements the Applicant proposes to build;
 - b. A description of all intended land uses in the development;
 - c. Copies of all required approvals, reports and studies done by or for the Applicant Developer to support the viability of the proposed development;
 - d. The proposed improvements to be constructed by the Applicant Developer, including time lines for the construction of these improvements.
 - e. Intended land use of the development, including detailed information concerning types of land use proposed;
 - f. A schedule of events leading up to the anticipated date upon which service from the District will first be needed; and
 - g. Any other written information and plans reasonably sufficient to allow the District to determine the level and manner of service and improvements allocable to the service request. This includes any other additional information requested by the District or the District’s engineer.
- B. Applicant Developer must establish that current and projected service demands justify the level and manner of service being requested
- C. A Non-Standard Service Investigation Fee shall be paid to the District in accordance with the requirements of Section G for purposes of paying initial administrative, legal, and engineering fees. The District shall refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all reasonable expenses incurred by the District, the Applicant shall pay to the District all remaining expenses that have been, or will be incurred by the District and District shall have no obligation to complete processing of the request until all remaining expenses have been paid.
- D. If after the service investigation has been completed, the District determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the District's defined service area, service may be extended provided that:
- i. The service location is not in an area receiving similar service from another retail public utility;
 - ii. The service location is not within another retail public utility’s Certificate of Convenience and Necessity; and
 - iii. The District’s defined service area shall be amended to include the entirety of Applicant’s property for which service is requested. Applicant shall pay all reasonable costs incurred by District for annexation or for amending its CCN, including but not limited to engineering and professional fees. The District may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant’s legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including legal, surveying and engineering fees incurred by District in securing the amendment). If the District determines to annex the

property, the Applicant shall secure written requests for annexation from all ownership interests in the property to be annexed, and shall pay all costs, including engineering and professional fees for the annexation.

5. **Design.** Upon receipt of a complete Non-Standard Service Application and Investigation Fee, the District shall study the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract by adopting the following schedule:
 - a. The District's Consulting Engineer shall review the Service Application and design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested level and manner of service within the District's specifications, incorporating any applicable municipal or other governmental codes and specifications.
 - b. The Consulting Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee under Section 4.
 - c. The Consulting Engineer shall submit to the District a set of detailed plans, specifications, and cost estimates for the project.
 - d. The District's Engineer shall ensure all facilities for any Applicant are of proper size and type to meet the level and manner of service specified in the Non-Standard Service Application. The District reserves the right to upgrade design of service facilities to meet future demands provided however, that the District shall pay the expense of such upgrading in excess of what is reasonably and directly allocable to the Applicant's facility requirements.
6. **Design Requirements for Water System Improvements.**
 - a. The design criteria for water system improvements, including water line size and location, will be determined by the District's engineer, whose determination is final.
 - b. All water line material fittings shall conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) standard 61 and shall be certified by an organization accredited by ANSI and not less than 8" C900 DR 18 PVC rated at 235 psi.
 - c. Any water line extensions constructed shall be constructed completely across (property line to property line) the side of the subdivision or development which is contiguous and adjacent to the road or street on which the main entrance to the project is located.
 - d. The water system shall be designed to afford effective circulation of water with a minimum of dead ends. All dead-end mains shall be provided with acceptable flush valves and discharge piping. All dead-end lines less than two inches in diameter will not require flush valves if they end at a customer service connection. The District may permit dead ends when necessary as a stage in the growth of the water system, but they shall be located and arranged to ultimately connect the ends to provide circulation. [see 30 TAC § 290.44(d)(6)].
 - e. All water and wastewater facilities shall be constructed in accordance with plans and specifications submitted to the District and approved in writing in advance by the District's engineer. The District Engineer will review the design, plats and plans for all on-site and off-site service facilities for the Applicant's requested service within the District's specifications, incorporating any applicable municipal or other governmental codes and specifications. The District's engineer will ensure that all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted in the Service Application. The District reserves the right to upgrade design of service facilities to meet future demands.
 - f. Notwithstanding any provision herein to the contrary, the minimum line sizes and materials used in construction in new subdivisions located within the corporate boundaries or extra-territorial jurisdiction of a municipality shall meet or exceed those specified by the subdivision requirements of the municipality.

7. *Non-Standard Service Contract.* Applicants requiring Non-Standard Service may be required to execute a Non-Standard Service Contract, drawn up by the District's Attorney, in addition to submitting the District's Service Application and Agreement. Service to any subdivision shall require a Non-Standard Service Contract. Said Contract shall define the terms, including the level and manner of service and the date for commencing service, prior to construction of any facilities. The Non-Standard Service Contract may include, but is not limited to:

- a. Specifying the costs for contract administration, the design, construction, and inspection of facilities, securing additional water supply.
- b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- c. Amount and payment of capital contributions required by the District in addition to other costs required under this section.
- d. Terms by which service capacity adequate to the level and manner of service requested shall be reserved for the Applicant following construction of facilities and duration of reserved service taking into consideration the impact the Applicant's service demand will have upon the District's overall system capability to meet other service requests, as well as assessment of any service availability charges following construction of facilities (if applicable).
- e. Terms by which the District shall administer the Applicant's project with respect to:
 - i. Design of the on-site and off-site facilities;
 - ii. Securing and qualifying bids;
 - iii. Requirements for executing the Non-Standard Service Agreement;
 - iv. Selection of a qualified bidder for construction;
 - v. Dispensing funds advanced prior to initiation of construction;
 - vi. Inspecting facilities following construction;
 - vii. Testing facilities and closing the project; and
 - viii. The terms of enforceable remedies if the Applicant fails to comply with all contractual obligations, including specific performance
- f. Terms by which the Applicant shall indemnify the District from all third party claims or lawsuits in connection with the project.
- g. Terms by which the Applicant shall convey all constructed service 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.
- h. Terms by which the Applicant shall grant title or easements for use of property during construction and for ongoing service thereafter.
- i. Terms by which the Board of Directors shall review and approve the Non-Standard Service Contract pursuant to current rules, regulations, and bylaws.
- j. Agreement to enforceable remedies in the event Applicant fails to comply with all contract obligations, including specific performance.

The District and Applicant shall execute a Non-Standard Service Agreement before construction of service facilities for the project is commenced. In the event that the Applicant undertakes any construction of any such facilities prior to execution of a Non-Standard Contract with the District, the District may refuse to provide service to the Applicant or to any portion of the Applicant's property (or require payment of all costs for replacing/repairing any facilities constructed without prior execution of a Contract from any person requesting service within the Applicant's service area, such as a person buying a lot or home within the subdivision), require that all facilities be uncovered by the Applicant for inspection by the District, require that any facilities not approved

by the District be replaced, or take any other lawful action determined appropriate by the Board of Directors of the District.

8. *Property and Right-of-Way Acquisition.* With regard to construction and subsequent maintenance and operation of facilities, the District shall require exclusive easements or title to property as appropriate.

- a. If the District determines that easements or facility sites outside the Applicant's property are required, the Applicant shall secure such easements or title to facility sites exclusively for the District. All easements and property titles shall be researched, validated, and filed by the District at the expense of the Applicant (See Sample Application Packet RUS Form 442-8 or 442-9).
- b. In the event the Applicant is unable to secure any easements or title to any sites required by the District, and the District determines to acquire such easements or title by eminent domain, all reasonable costs incurred by the District shall be paid by the Applicant, including legal fees, appraisal fees, court costs, and the condemnation award.
- c. The District shall require exclusive dedicated easements on the Applicant's property of at least 30' in width as appropriate for the size and site and level and manner of service requested by the Applicant and system-wide service, as determined by the District. Contained within the easement is an additional temporary construction and maintenance easement that shall be simultaneously granted by the Grantor, which may be utilized from time-to-time, for the initial construction, and any subsequent construction including all reasonably necessary maintenance of the pipeline. The temporary easement consisting of a 15 foot corridor on either side, parallel, and adjacent to, the permanent 30' easement. All such easements shall be adequate to authorize the District to construct, install, maintain, replace, upgrade, inspect, or test any facility necessary for service to the Applicant as well as system-wide service within the District generally. Easements for subdivisions also must be sufficient for service throughout the subdivision when the subdivision is fully occupied. Title to any portion of the Applicant's property required for on-site facilities will be provided and exclusive to the District.
- d. Easements and facilities sites shall be prepared for the construction of all District facilities in accordance with the District's requirements and at the expense of the Applicant.

9. *Bids For Construction.* Applicants may choose one of the following methods for selection of a contractor to construct line extensions and/or water distribution facilities required by the District to serve a development:

- A. The Applicant selects a qualified contractor. The District reserves the right to reject any contractor selected by the Applicant in accordance with the criteria set forth in the following subsection 8(2).
- B. The District's Consulting Engineer shall solicit or shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with law and generally accepted practices. Plans and specifications shall be made available, with or without charge, to prospective bidders.

Before entering into a contract for construction, the Applicant shall meet the following criteria:

- a. The Applicant shall execute the Non-Standard Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
- b. The Contractor shall provide an adequate bid bond under terms acceptable to the 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;
 - e. The Contractor shall qualify with the District as competent to complete the work; and
 - f. The Contractor shall provide adequate certificates of insurance as required by the District.
8. ***Pre-Payment for Construction and Other Costs.*** As a general rule, Applicant shall be required to pay all anticipated costs of construction, easement and title acquisition, legal and engineering fees, and other costs associated with extending non-standard service prior to these costs being incurred by District. District shall promptly remit any and all unexpended prepaid funds, without interest, upon completion of the non-standard service extension and commencement of service. While the District will make every reasonable effort to work with Applicant, prepayment of costs shall be provided in a manner acceptable to District.
9. ***Construction.***
- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage of Applicant's facilities during construction.
 - b. The District shall, at the expense of the Applicant, inspect the facilities to ensure compliance with District standards during construction and prior to acceptance of the service facilities for operation and maintenance.
 - c. Construction plans and specifications shall be strictly adhered to, but the District reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.
10. ***Dedication to and Acceptance of Service Facilities by District.*** Upon proper completion of construction of an Applicant's on-site and off-site service facilities, final inspection and approval thereof by the District, and Applicant's payment to the District of all required fees and charges in connection there with and District's approval of the Final Plat, the Applicant shall dedicate the service facilities to the District by an appropriate legal instrument approved by the District's attorney, and the District accepts the dedication. The District thereafter owns the service facilities subject to Applicant's maintenance bond in an amount of not less than 20 percent of the total construction cost of the service facilities and for a term of not less than two years. The maintenance bond is subject to prior approval by the District's attorney.

Part II. Request for Service to Subdivided Property

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

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

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

12. Service within Subdivisions- The District's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the service specified by the Applicant Developer for that subdivision. The District is not required to extend retail utility service to an Applicant in a subdivision where the responsible party (Applicant/Developer) of the applicable property (subdivision) has failed to comply with the terms of service. The Applicant Developer is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the District under the provisions of this Service Policy and specifically the provisions of this Section. If the Applicant Developer fails to pay these costs, the District has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the District is obligated to provide retail utility service to any customer service applicant within the subdivision. In addition, District may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. Applicant Developer is advised that purchasers of lots also may have legal recourse to the Applicant Developer under Texas law, including but not limited to Section 13.257, Texas Water Code, and the Texas Deceptive Trade Practices–Consumer Protection Act, Chapter 17, Subchapter E, Business and Commerce Code.

- a. The applicant developer must provide all information otherwise required under this section and must ensure that the District has been provided complete information sufficient to determine whether the level and manner of service requested by the applicant developer can be provided within the time frame specified by the applicant developer and to determine what capital improvements, including expansion of capacity of the District's production, treatment and/or storage facilities and/or general transmission facilities properly and directly allocable to the requested level and manner of service, will be needed. At a minimum, and in addition to information otherwise required under this section, the applicant developer must provide:
 - i. Map and legal description of the area to be served complying with the map requirements of PUC Rules, Chapter 24, Subchapter G, Section 24.119(a)(1-4).
 - ii. Time frame for:
 - a. Initiation of service; and
 - b. Service to each additional or projected phase following the initial service.
 - iii. Detailed description of the nature and scope of the project/development for:
 - a. Initial service; and
 - b. Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase.
 - iv. Copies of all required approvals, reports and studies done by or for the applicant developer to support the viability of the proposed subdivision.

- v. The proposed improvements to be constructed by the applicant developer including time lines for the construction of these improvements.
 - vi. A map or plat of the subdivision depicting each phase and signed and sealed by a licensed surveyor or registered professional engineer.
 - vii. Intended land use of the development, including detailed information concerning types of land use proposed;
 - viii. The projected water demand of the development when fully built out and occupied, the anticipated water demands for each type of land use, and a projected schedule of build-out;
 - ix. A schedule of events leading up to the anticipated date upon which service from the District will first be needed;
 - x. A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy; and
 - xi. Any additional information requested by the District necessary to determine the capacity and the costs for providing the requested service.
- c. Applicant developer must establish that current and projected service demands justify the level and manner of service being requested.
- d. The applicant developer must advise the District that he/she may request expedited decertification from the PUC.
- e. The application will be processed on a time frame that should ensure final decision by the District within ninety (90) days from the date of the non-standard service application and the payment of all fees required by this section.
 - i. Upon payment of all required fees, the District shall review applicant developer's service request. If no additional information is required from applicant developer, the District will prepare a written report on applicant developer's service request, subject to any final approval by the District's governing body (if applicable) which must be completed within the ninety (90) days from the date of application and payment of the required fees. The District's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the applicant developer, and the costs for which the applicant developer will be responsible (including capital improvements, acquisition of any additional water supply capacity, easements and land acquisition costs, and professional fees).
 - ii. In the event the District's initial review of the applicant developer's service application shows that additional information is needed, the District will notify applicant developer of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the District receives the applicant developer's payment of the required fees and completed application for non-standard service. Applicant developer should respond to the District's request for additional information within 15 days of receipt of the District's written request. In any case, the District will provide the written report, including any final approval by the District's Board (if applicable) within ninety (90) days from the date of the initial written application and payment of all required fees.
 - iii. By mutual written agreement, the District and the applicant developer may extend the time for review beyond the ninety (90) days provided for expedited petitions to the PUC. The applicant developer is advised that failure to timely provide the information required by this section, including this Subsection, may cause the PUC to reject any subsequent petition for decertification of applicant developer's property. The applicant developer is further advised that if the applicant developer makes any change in level or manner of service requested, the time frame for initiation of service, or the level or

manner or time frame for any phase of service, the applicant developer's original application for non-standard service will be deemed withdrawn, and the change may be considered a new application for non-standard service for all purposes, including the times specified herein for processing.

- iv. Following ninety (90) days and final approval by the District and acceptance of the District's terms for service by the applicant, a non-standard service contract will be executed, and the District shall provide service according to the conditions contained in the non-standard service contract.

SECTION G

RATES AND SERVICE FEES

UNLESS SPECIFICALLY DEFINED IN THIS SERVICE POLICY, ALL FEES, RATES, AND CHARGES AS STATED HEREIN SHALL BE NON-REFUNDABLE.

1. ***Classes of Users*** -- All users of the District's water services shall be classified as either standard or non-standard service, as further defined in Section E and Section F of this Service Policy. Either class of users may be further classified into sub-classes according to the meter size by which service is provided. Charges will be assessed in such a manner that each class of users generally pays its share of debt service and operation and maintenance expenses for water service. The District may create additional classes of users in the future at its discretion.
2. ***Service Investigation Fee.*** The District shall conduct a service investigation for each service application submitted to the District. An initial determination shall be made by the District, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:
 - a. All Standard Service requests shall be investigated and an Engineer Feasibility Study performed by the District's Engineer prior to approval of each meter service. Each customer shall be charged a fee of \$200.00 for this Engineer Feasibility Study and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of receiving engineer approval. This fee may be adjusted from time to time by an official action of the Board of Directors
 - b. All Non-Standard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees required by the District to:
 - i. provide cost estimates of the project,
 - ii. develop detailed plans and specifications as per final plat,
 - iii. advertise and accept bids for the project,
 - iv. prepare and execute a Non-Standard Service Contract with the Applicant, and
 - v. provide other services as required by the District for such investigation.
3. ***Deposit.***
 - a. At the time the application for service is approved, an Applicant shall pay an account Deposit which will be held by the District, without interest, until settlement of the customer's final bill. The Deposit will be used to offset final billing charges of the account. In the event that FIVE DOLLARS (\$5.00) or more of the Deposit remains after the final billing is settled, the balance will be paid to the customer within 45 days, provided the District is given a suitable address. All requests for refunds shall be made in writing and should be filed within 90 days of termination. In the event that an outstanding balance exists after the Deposit is applied, the District shall attempt to collect the outstanding balance by all lawful means available.
 - i. The Deposit for residential water service is \$300.00 for each service unit (LUE).
 - ii. The Deposit for commercial and nonresidential service, including Master Metered Accounts, will not exceed an amount equivalent to one-sixth of the estimated annual billings as determined by the District.

- b. If the District is not provided with a suitable address to send the balance of a deposit or if after sending the balance it is returned by the postal service, the District will hold the funds for the customer to claim for a period of three years. After the three year holding period has expired, the District will turn the money over to the Texas Comptroller's Office. The customer may still claim their deposit once deposited with the Comptroller's Office.

4. **Easement Fee.** When the District determines that dedicated easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure the necessary easements and/or sites in behalf of the District and/or pay all costs incurred by the District in validating, clearing, and retaining such easements or sites in addition to tap fees otherwise required pursuant to the provisions of this Service Policy. The costs may include all legal fees, filing fees and expenses necessary to attempt to secure such easements and/or facilities sites in behalf of the District.

5. **Installation Fee (Tap 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 (equivalent to a single family residence). Service shall be charged on a per tap basis as follows:

Meter Size 5/8" X 3/4"	\$ 1,875.00
------------------------	-------------

All other installation sizes are generally Non-Standard and shall be based on the ratio of meter equivalents.

- b. **Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by the District under the rules of Section F of this Service Policy.
- c. **Standard and Non-Standard Service Installations** shall include all costs of any pipeline relocations as per Section E.2. d. vii. of this Service Policy or other system improvements, road bores, street crossings, and line extensions.

6. **Re-Service Fee.** A Re-Service Fee shall be charged to any customer for re-service to any meter for which service has been disconnected. The Re-Service Fee shall be calculated by multiplying the monthly minimum charge by the number of months of inactivity up to a maximum amount of not more than the Impact Fee. In addition, the District's Service Trip Fee will be charged as well as any parts and labor required to restore service at the installation.

7. **Monthly Charges.**

- a. **Service Availability Charge**

- i. **Water Service** - The monthly charge for metered water service, is based on demand by meter size. Each charge is assessed based on the number of 5/8" X 3/4" meters (as per American Water Works Association maximum continuous flow specifications -- see Miscellaneous) equivalent to the size indicated and is used as a base multiplier for the Service Availability Charge and any allowable gallonage. Rates and equivalents are as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	MONTHLY RATE
5/8" X 3/4"	1.0	\$ 77.50
3/4"	1.5	\$ 116.25
1"	2.5	\$ 193.75
1 1/2"	5.0	\$ 387.50
2"	8.0	\$ 620.00
3" DISP	9.0	\$ 697.50
3" CMPD	16.00	\$1,240.00
3" TURB	17.50	\$1,356.25
4" CMPD	25.00	\$1,937.50
4" TURB	30.00	\$2,325.00
6" CMPD	50.00	\$3,875.00
6" TURB	62.50	\$4,843.75

- ii. Monthly charges for other standard meter sizes may be obtained upon request if and where available.

b. **Gallage Charge** - In addition to the Service Availability Charge, a gallage charge shall be added at the following rates for usage during any one (1) billing period.

- i. Water – Up to 5,000 gallons \$ 8.00 per thousand
- 5,000 to 15,000 \$ 8.65 per thousand
- 15,001 to 25,000 \$ 9.80 per thousand
- 25,001 to 40,000 \$ 10.65 per thousand
- 40,001 & up \$ 11.50 per thousand

- ii. The District shall, as required by Section 5.235, 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 service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G.6. Monthly Charges of this Service Policy.

8. **Impact Fee.** The District's Impact Fee is \$3,750.00 per standard service (5/8 x 3/4 meter). Each Applicant shall be required to pay an impact fee if an impact fee has not previously been paid for the property at which service is requested. This fee shall be used to assist in funding capital improvements to the District's system capacity, including water supply. This fee shall be assessed immediately prior to providing service on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested.

9. **Late Payment Fee.** Once per billing period, a penalty of \$ 5.00 or 10%, which ever is larger, shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period.

10. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, District, or partnership to the District for payment of services provided for in this Service 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 \$30.00.

11. **Reconnect Fee (Re-Service Fee).** The District shall charge a fee of \$75.00 for reconnecting service after the District has previously disconnected the service for any reason provided for in this Service Policy except for activation of service under Section E.3.b. Re-Service. If this service is requested after normal business hours, or on a weekend or holiday, the fee will be \$150.00.
12. **Service Trip Fee.** The District shall charge a trip fee of \$75.00 for any service call or trip to the Customer's tap as a result of a request by the Customer or resident (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. If this service is requested after normal business hours, or on a weekend or holiday, the fee will be \$150.00.
13. **Fee for Unauthorized Actions.** If the District's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, equipment, and all other actual costs necessary for repair or replacement of the District's facilities and shall be paid before service is re-established. The fee shall also include the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authorization. All components of this fee will be itemized, and a statement shall be provided to the Customer. If the District's facilities or equipment have been damaged due to unauthorized use of the District's equipment, easements, or meter shut-off valve, or due to other unauthorized acts by the Customer 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. In cases of meter tampering or service diversion, the District may disconnect the service of a customer refusing to pay damage charges. Note: Payment of this fee will not preclude the District from requesting appropriate criminal prosecution.
14. **Customer History Report Fee.** A fee of \$5.00 may be charged to provide a copy of the Customer's record of past water purchases in response to a Customer's request for such a record.
15. **Meter Test Fee.** The District shall test a Customer's meter upon written request of the Customer. Under the terms of Section E of this Service Policy, a charge of \$50.00 shall be imposed on the affected account. This fee is in addition to the Service Trip Fee or other applicable fees.
16. **Certified Meter Test Fee.** The District will contract with a certified tester to test a customer's meter upon written request of the customer and a Meter Test Fee of \$75.00, or, if greater, the actual cost as specified by the certified tester will be imposed on the affected account.
17. **Meter Relocation Fee** The fee for moving a meter from one location to another is the actual costs incurred by the District plus administrative charges or \$500.00, whichever is greater.
18. **Transfer Fee.** The District charges a \$50.00 Administrative Fee to all customers when transferring an existing account in the customer's name.
19. **Temporary Service Charges.** The District charges a tap fee of \$50.00 plus actual installation charges for temporary water service. In addition to the tap fee, and prior to receiving temporary service, contractors shall pay a deposit of \$1,000.00 and new property owners shall pay a deposit of \$300.00. Applicants shall also pay any other applicable fees or charges set forth in this rate order.

20. ***Non-Disclosure Fee.*** A fee of \$5.00 may be assessed any customer requesting in writing that personal information under the terms of this Service Policy not be disclosed to the public, to the extent such information is excepted from disclosure by law.
21. ***Information Disclosure Fee.*** All public information, except made confidential by law, will be available to a requestor to the extent required by the Texas Public Information Act, Chapter 552, Texas Government Code. The District will charge any requestor for such public information, as allowed by law.
22. ***Customer Service Inspection Fee.*** A fee of \$150.00 will be assessed each Applicant before permanent continuous service is provided to new construction if an additional inspection is required in addition to the initial inspection included with the installation or tap fee.
23. ***Regulatory Assessment.*** A fee of 0.5% of the amount billed for water service will be assessed each customer; as required under Texas law and TCEQ regulations.
24. ***Additional Assessments.*** In the event any federal, state or local government imposes on the District a "per meter" fee or an assessment based on a percent of water use or charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.
25. ***Accessibility Charge.*** If a Customer's meter is not readily accessible from a public road due to a fence, or other obstruction, or hindrance to access the Customer's meter, the District may assess the Customer the cost of providing a walk-over, other equipment, or assessment to offset the District's additional cost of accessing the Customer's meter.
26. ***Construction Inspection Fee.*** The District conducts an initial inspection of all non-standard service facilities. All non-standard service requests are subject to a Construction Inspection Fee in the amount of 2% of construction costs of total build out, payable in accordance with the terms set forth in Section F of this rate order. If any deficiency is identified requiring an additional inspection or inspections, the District will charge a fee of \$150 for each additional inspection.
27. ***Adjustments.*** When a leak is known to have caused an exorbitant water bill to a Customer, an adjustment may be made by the District's staff in accordance with established Board policy.
28. ***Plan Review and Resubmittal Fees.***
- a. The District charges a Plan Review Fee of \$2500 for each set of plans submitted to the District for review and approval.
 - b. The District charges a Resubmittal Fee of \$1500 for each resubmittal of plans in response to comments or deficiencies noted by the District or the District's engineer
11. ***Other Fees.*** The actual and reasonable costs for any services outside the normal scope of utility operations that the District may be compelled to provide at the request of a Customer shall be charged to the Customer.

SECTION H
EMERGENCY WATER CONSERVATION
AND
DROUGHT CONTINGENCY PLAN

(See attached Plans)

WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

STEPHENS REGIONAL SPECIAL UTILITY DISTRICT

FEBRUARY 2024

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APPENDICES

Appendix A Service Area Maps

Appendix B Utility Profile

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Appendix E Water Rate Structure

Appendix F Coordination with Region G Water Planning Group

STEPHENS REGIONAL SPECIAL UTILITY DISTRICT WATER CONSERVATION PLAN

Section I. Declaration of Policy, Purpose and Intent

The purpose of the Water Conservation Plan (the Plan) is to: promote the wise and responsible use of water by implementing structural programs that result in quantifiable water conservation results; develop, maintain, and enforce water conservation policies and ordinances; and support public education programs to educate customers about water facilities operations, water quantity and quality, water conservation and non-point source protection.

Section II. Utility Profile Summary

The service area for the Stephens Regional Special Utility District (SRSUD) encompasses approximately 780 square miles in Stephens, Throckmorton, Eastland, Palo Pinto, and Shackelford Counties. The SRSUD holds certificate of convenience and necessity (CCN) number 11456 and is depicted in Appendix A. A more detailed utility profile is provided in Appendix B.

A. Population

The population of the service area served by the SRSUD water system in the year 2023 was approximately 2,579 water users. Table 1 provides population figures for retail water users served by the SRSUD for the previous five years.

Table 1: Population for SRSUD (2014-2018)

Year	Persons
2019	2,398
2020	2,468
2021	2,452
2022	2,489
2023	2,579
Source-2021 Regional Water Plan	

Table 2 depicts projected population figures for the SRSUD through the year 2060.

Table 2: Population for SRSUD (2030-2070)

Year	Persons
2030	2,565
2040	2,635
2050	2,715
2060	2,790
2070	2,945
Source-2021 Regional Water Plan	

B. Customer and Water Use Data

SRSUD water customers consist of a mixture of residential, commercial, industrial, institutional and agricultural users. At present (2023) the SRSUD provides water service to approximately 2,579 retail water users through approximately 1,649 retail service connections.

It should be noted that projected water demands presented herein are based on the average annual water use from SRSUD records, and population (as obtained from the 2021 Regional Water Plan) during the previous five-year period (2019-2023, see Appendix B). The average water use by SRSUD users during that period was 130,566,463 gallons per year and the average population was 2,477 persons giving an average per capita use of 144 gallons per capita per day (gpcd). To project water demand going forward, the population figures from the 2021 Regional Water Plan are multiplied by the per capita use rate for the previous five-year period. Table 3 depicts the projected population served by the system and the expected water demand over the next decade.

Table 3: Population and Water Use Projections for the SRSUD (2025-2034)

Year	Population (persons)	Water Use (gallons)
2025	2,517	132,267,240
2026	2,526	132,777,072
2027	2,536	133,286,904
2028	2,546	133,796,736
2029	2,555	134,306,568
2030	2,565	134,816,400
2031	2,572	135,184,320
2032	2,579	135,552,240
2033	2,586	135,920,160
2034	2,593	136,288,080
Source-2021 Regional Water Plan and Historic SRSUD Use Rates		

C. Water Supply System

1. Water Sources

The SRSUD purchases raw water from Possum Kingdom Lake from the Brazos River Authority (BRA) under water rights numbers 2463 and 4194 totaling 860 acre-feet per year. The SRSUD contracts for the purchase of treated water on an as-needed basis from the City of Breckenridge.

2. Water Treatment

The SRSUD Water Treatment Plant (WTP) is located on a 125-acre tract northeast of the City of Breckenridge. Raw water is supplied to the WTP through a 20" water line which terminates in a 16-acre-foot raw water terminal storage pond. The WTP utilizes two microfiltration (MF), and two reverse osmosis (RO) trains designed to produce 1.0 million gallons per day (MGD) of blended finished water. Blended finished water is disinfected with chloramines before being sent to the distribution for use by water customers. It is stored onsite at the WTP in a 500,000-gallon clearwell.

3. Water Distribution

After the water is processed at the treatment plant, it is pumped into the distribution system which is divided into four separate systems: north, south, east and west systems. The North System includes the North Pump Station which is located on the north side of Breckenridge along Highway 183. The North System also includes the 100,000-gallon Woodson Elevated Tank located in Woodson and a Woodson in-line booster pump station located south of Woodson. The North Pump Station includes a 2,500-gallon pressure tank, a 100,000 gallon ground storage tank and two pumps rated at 260 gpm and 210 feet of total dynamic head each.

The South System includes the South and Harpersville Pump Stations. The South Pump Station is located on the south side of Breckenridge along Highway 183 and provides refill supply to the Harpersville Pump Station. The Harpersville Pump Station is located eight miles south of Breckenridge along Highway 183. The South Pump Station has a 8,000-gallon pressure tank, an 110,000-gallon ground storage tank and three pumps rated at 500 gpm. The Harpersville Pump Station has two pumps rated at 160 gpm and 270 feet of total dynamic head, a 6,000-gallon pressure tank and a 40,000-gallon ground storage tank.

The East System is served by the high service pump station located at the water treatment plant. The high service pump station has a 10,000-gallon pressure tank and three pumps, two rated at 350 gpm and two rated at 700 gpm. The pump station also provides refill flows for the North Pump Station, South Pump Station and Necessity Pump Station, which is also located in the East System. The Necessity Station is located 8.5 miles southeast of Breckenridge along F.M. Highway 207 and has a 1,600-gallon pressure tank, a 26,000-gallon ground storage tank and two pumps rated at 315 head and 100 gpm.

The West System provides water for customers located west of Breckenridge primarily around Hubbard Creek Reservoir. The West System is currently served by the North Pump Station and WTP.

D. Wastewater System

The SRSUD does not provide wastewater utility services.

Section III. Water Conservation Goals

The 5- and 10-year goals for direct retail users supplied by the SRSUD is to maintain per capita use at or below 140 gpcd and 135 gpcd respectively. The 5- and 10-year goals for residential users supplied by the SRSUD is to maintain per capita residential use at or below 83 gpcd. The 5- and 10-year per capita water loss goals are to maintain per capita loss at or below 30 gpcd and 25 gpcd respectively. These goals are set in accordance with Texas Water Development Board's policies based on consideration of historic water use trends and Regional Water Planning Group projections (see Appendix C).

Section IV. Schedule for Implementation

The SRSUD will adhere to the following schedule, to achieve the targets and goals for water conservation:

- A. Meters will continue to be monitored for accuracy annually and replaced on an as-needed basis.
- B. Water audits will be conducted annually.
- C. Real water losses will be identified and corrected as budget permits. Real water losses are minimized by replacement of deteriorating water mains and appurtenances, as conducted by SRSUD staff on an on-going basis as budget permits.
- D. The SRSUD will make available to the public material developed by the staff, materials obtained from the Texas Water Development Board, Texas Commission on Environmental Quality or other sources annually to all customers.

Section V. Method for Tracking Targets and Implementation

The SRSUD staff will track targets and goals by utilizing the following procedures:

- A. Records will be maintained for meter calibration, meter testing, and meter replacement activities.
- B. Annual water audits will be documented and maintained in the SRSUD files.
- C. SRSUD staff will keep a record of the number of information web postings or mail-outs when distributed.
- D. Records will be maintained for the SRSUD's Leak Detection Program.

By enacting this Plan the SRSUD expects to meet the water conservation goals as stated herein.

Section VI. Master Metering

It is SRSUD's policy to purchase meters that meet at least the minimum standards developed by the American Water Works Association. All metering devices used to meter water diverted from the source of supply are accurate to within plus-or-minus 5% to measure and account for water diverted from the source of supply. As meters age they will be systematically replaced to assure reliability of meter performance.

Section VII. Universal Metering

It is SRSUD's policy to individually meter all water usage, except for system flushing and filling of fire equipment, including all new construction within the SRSUD's service area.

Section VIII. Measures to Determine and Control Unaccounted-for Uses of Water

It is SRSUD's policy to investigate customer complaints of low pressure and possible leaks. Additionally, SRSUD personnel monitor water consumption to detect meter readings that vary from previously established use patterns. Any meter found not to be functioning properly is identified for replacement.

The SRSUD utilizes a record management system which records water pumped, water delivered, water sales and water losses to track water transmission, distribution, and delivery to customers. This information is used to evaluate the integrity of the water delivery system from source to end user to control and minimize unaccounted-for uses of water. The record management system utilized by the SRSUD segregates water sales and users into user classes of single family residential, multi-family residential, commercial, public/institutional, industrial, and agricultural users.

Section IX. Leak Detection and Repair

The SRSUD practices a leak detection and repair program involving visual inspections of the system and uses a detailed record management system to detect unusual water delivery rates. SRSUD personnel visually inspect suspected leaks and make quick and timely repairs to those leaks when detected. Leaking pipelines or pipeline sections are repaired or replaced as they are detected.

Section X. Education and Information

SRSUD has available at their main office posted information, pre-printed brochures, etc. pertaining to water conservation, which water customers can view and pickup at their convenience. The District also holds monthly board meetings open to the public where questions and comments can be discussed pertaining to water conservation. In addition, the District periodically sends mail outs to its customers. The mail outs include information and educational tips pertaining to water conservation.

Section XI. Non-Promotional Water Rate Structure

SRSUD utilizes a water rate structure that promotes water conservation. The SRSUD periodically evaluates its water rate structure and adjusts costs and/or structure as needed to encourage water conservation. A copy of SRSUD's water rate structure is provided in Appendix E.

Section XII. Plumbing Codes

- A.** In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992, meet certain standards. The legislation imposed requirements directly on the manufacturer, importers, and suppliers of new fixtures in Texas. The standards are:
1. Shower Heads: No more than 2.75 gallons per minute at 80 pounds per square inch of pressure.
 2. Lavatory/Sink Faucets and Aerators: No more than 2.2 gallons per minute at 60 pounds per square inch of pressure.
 3. Wall Mounted, Flushometer Toilets: No more than 2.0 gallons per flush.
 4. All Other Toilets: No more than 1.6 gallons per flush.
 5. Drinking Water Fountains: Must be self-closing.

Section XIII. Additional Wholesale Water Contract Requirements

The SRSUD will include in every wholesale water supply contract entered into after official adoption of the Plan that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using applicable elements in 30 TAC 288, Subchapter A. If the wholesale customer intends to resell the water, then the contract between SRSUD and the wholesale customer will provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with 30 TAC 288, Subchapter A.

Section XIV. Public Input

The SRSUD Board of Directors (Board) meets in regular session each month. The agenda for each meeting is posted in accordance with the Texas Open Meetings Act. The posted agenda includes items for discussion and items for action. Meetings are open to the public and the public is afforded the opportunity to speak and voice their views and opinions.

Public Meetings will be held as needed for proposed projects, grant applications and other items. The public meetings will provide an opportunity for discussions and displays of citizen interest. Meetings may be held either during the regularly scheduled Board meetings or at special times established to maximize citizen input. Discussions will be informal to encourage public input.

Section XV. Enforcement Procedures and Plan Adoption

The Plan is enforced within the SRSUD service area by providing service taps only to customers complying with adopted water conservation policies, maintaining a non-declining rate structure, and discontinuing service to those customers who do not pay their water bills until payment is made. A copy of the measure adopting this Plan has been included in Appendix D.

Section XVI. Coordination with Region G Water Planning Group

All customers served by the SRSUD are located within the Region G Water Planning Area. SRSUD has provided a copy of this Plan to the Region G Planning Group. Correspondence with Region G Water Planning Group to that effect is provided in Appendix F.

Section XVII. Reservoir Operations Plan

The Brazos River Authority controls operation of Possum Kingdom Lake. As such, the SRSUD does not maintain a reservoir operation plan for Possum Kingdom Lake.

Section XVIII. Revisions to the Water Conservation Plan

The SRSUD will review and update this water conservation plan, as appropriate, based on new or updated information, such as the adoption or revision of the regional water plan. As a minimum the Plan will be updated every five (5) years. Additionally, annual implementation reports will be prepared and submitted by the SRSUD in accordance with reporting requirements.

Section XIX. Severability

It is hereby to be the intention of the SRSUD that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and if, any phrase, clause, sentence, paragraph or section 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 or sections of this Plan, since the same would not have been enacted by SRSUD without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph or section.

STEPHENS REGIONAL SUD DROUGHT CONTINGENCY PLAN

Section I. Declaration of Policy, Purpose and Intent

In order to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use and sanitation, 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, SRSUD adopts the following Drought Contingency Plan.

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

Section II. Public Involvement

Opportunity for the public and wholesale water customers to provide input into the preparation of the Plan was provided by SRSUD by means of scheduling and providing notice of public meetings to accept input on the Plan.

Section III. Public Education

SRSUD will make available a copy of this Plan to be viewed by water customers at the District's main office, and will periodically provide 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. Information will be provided by the following means:

- A.** Posting the Notice of Drought Conditions at the District's office, local businesses and other locations accessible to the public.
- B.** Publishing notice of drought conditions in general circulation newspapers.
- C.** Direct mailing or articles in news letters to customers explaining the need for and provisions of the Plan which will include steps to be taken to insure compliance with the Plan.
- D.** The District website.

Section IV. Coordination with Regional Water Planning Group

The service area of the SRSUD is located within Region G Water Planning Area of the Brazos River Basin. The SRSUD has provided a copy of this Plan to the Region G Water Planning Group.

Section V. Authorization

The District, or its designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare.

The President, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI. Application

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

Section VII Triggering Criteria for Initiation and Termination of Drought Response Stages

The President, or his/her 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. SRSUD may decide not to order the implementation of a Drought Response Stage even though the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies or the anticipation that additional facilities will become available to meet needs. The reason for the decision should be documented. Each stage is determined by a reduction in water supply, and if in the case of an emergency, due to unprecedented water system damages, failures or water source contamination. Customer notification of the initiation or termination of drought response stages will be made by mail or telephone, and on the SRSUD website. Timely reports may be made to the news media as may be necessary. The District will notify Executive Director of TCEQ within five (5) business days of implementation.

A. Stage 1 - Mild Water Shortage Conditions

1. Requirements for Initiation

- a. Combined water storage in Lake Possum Kingdom, Lake Granbury, and 50,000 acre-feet of Lake Whitney as a combined system is below 80% storage capacity (561,290 acre-feet) and when reasonable estimates of current annual demands, coupled with inflows and evaporation representative of the drought of record, indicate that the combined system storage could be reduced to the Stage 2 System Storage Trigger or less during the next 12 months.

2. Requirements for Termination

- a. Requirements for termination - Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. SRSUD will notify its customers and the media of the termination of Stage 1 in the same manner as the notification of initiation of Stage 1 of the Plan.

B. Stage 2 - Moderate Water Shortage Conditions

1. Requirements for Initiation SRSUD will recognize that a moderate water shortage condition exists when one or more of the following exists;

- a. Combined water storage in Lake Possum Kingdom, Lake Granbury, and 50,000 acre-feet of Lake Whitney as a combined system is below 60% storage capacity (420,968 acre-feet) and when reasonable estimates of current annual demands, coupled with inflows and evaporation representative of the drought of record, indicate that the combined system storage could be reduced to the Stage 3 System Storage Trigger or less during the next 12 months.
 - b. When an unexpected condition has the potential to adversely affect the public health, welfare or safety.
2. Requirements for Termination
- a. Requirements for termination - Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative. SRSUD will notify its customers and the media of the termination of Stage 2 in the same manner as the notification of initiation of Stage 1 of the Plan.

C. Stage 3 - Severe Water Shortage Conditions

1. Requirements for Initiation SRSUD will recognize that a severe water shortage condition exists when one or more of the following exists;
- a. Combined water storage in Lake Possum Kingdom, Lake Granbury, and 50,000 acre-feet of Lake Whitney as a combined system is below 40% storage capacity (280,645 acre-feet) and when reasonable estimates of current annual demands, coupled with inflows and evaporation representative of the drought of record, indicate that the combined system storage could be reduced to the Stage 3 System Storage Trigger or less during the next 12 months.
 - b. When critical water supply infrastructure is damaged or otherwise rendered unable to meet projected demands due to natural disaster, power outage, structural failure, sabotage, or other reasons.
 - c. When an unexpected condition has the potential to adversely affect the public health, welfare or safety.
2. Requirements for Termination
- a. Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative. SRSUD will notify its customers and the media of the termination of Stage 3 in the same manner as the notification of initiation of Stage 2 of the Plan.

D. Stage 4 – Emergency Water Shortage Conditions

1. Requirements for Initiation SRSUD will recognize that an emergency water shortage condition exists when any of the following occurs;
 - a. Combined water storage in Lake Possum Kingdom, Lake Granbury, and 50,000 acre-feet of Lake Whitney as a combined system is below 20% storage capacity (140,323 acre-feet).
 - b. When critical water supply infrastructure is damaged or otherwise rendered unable to meet projected demands due to natural disaster, power outage, structural failure, sabotage, or other reasons.
2. Requirements for Termination
 - a. Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days or upon determination that all conditions are back to normal. SRSUD will notify its customers and the media of the termination of Stage 4.

Section VIII. Drought Response Stages

The SRSUD Manager or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of the Plan, shall determine that a mild, moderate, severe, or critical condition exists and shall implement the following actions:

A. Stage 1 - Mild Water Shortage Conditions

1. Goal: *Achieve a voluntary 5 percent reduction in daily water demand.*
2. Supply Management Measures The following measures are to be implemented directly by SRSUD to manage limited water supplies and/or reduce water demand: reduce flushing of water mains and reduce irrigation of public landscaped areas.
3. Voluntary Water Use Restrictions:
 - a. Customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address or route address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address, or rural route address ending in an odd number (1, 3, 5, 7 or 9).
 - b. Locations that do not have an address or a numerical address shall water on Sundays and Thursdays. Irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. However, all watering should be prohibited between the hours of 11:00 a.m. and 6:00 p.m., due to high evaporation.

- c. Customers should refrain from use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle except on designated watering day between the hours of 7:00 a.m. and 10:00 a.m. and between 5:00 p.m. and 8:00 p.m. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- d. Customers should refrain from use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools except on designated watering day between the hours of 7:00 a.m. and 10:00 a.m. and between 5:00 p.m. and 8:00 p.m.
- e. Customers should refrain from operation of any ornamental fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life and where such fountains or ponds are equipped with a recirculation system.
- f. Use of water from hydrants shall be limited to fire fill, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated flush valves for construction purposes may be allowed under special permit from SRSUD.
- g. All restaurants are requested to serve water only upon request of the patron.
- h. Livestock watering tanks equipped with automatic or float valves should be monitored closely and filled by hand whenever possible.
- i. The following uses of water are defined as non-essential and should be refrained from:
 - Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - Use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - Use of water for dust control;
 - Flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- j. Demand Management Measures: The Board, or its designee(s), will provide timely reports to news media and/or the District website with information regarding current water supply and/or demand conditions, projected water supply and demand conditions

if drought conditions persist, and consumer information on water conservation measures and practices.

B. Stage 2 - Moderate Water Shortage Conditions

1. Target Water Use:

- a. The goal for water use reduction under this drought stage is to achieve a 10 percent reduction in daily water demand.

2. Supply Management Measures: The following measures are to be implemented directly by SRSUD to manage limited water supplies and/or reduce water demand: reduce flushing of water mains and reduce irrigation of public landscaped areas.

3. Water Use Restrictions:

- a. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:
 - i. Water customers shall limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address or route address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address, or rural route address ending in an odd number (1, 3, 5, 7 or 9). Locations that do not have an address or a numerical address shall water on Sundays and Thursdays. Irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. However, all watering should be prohibited between the hours of 11:00 a.m. and 6:00 p.m., due to high evaporation.
 - ii. Refrain from use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle except on designated watering day between the hours of 7:00 a.m. and 10:00 a.m. and between 5:00 p.m. and 8:00 p.m. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
 - iii. Refrain from use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools except on designated watering day between the hours of 7:00 a.m. and 10:00 a.m. and between 5:00 p.m. and 8:00 p.m.

- iv. Refrain from operation of any ornamental fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life and where such fountains or ponds are equipped with a recirculation system.
- v. Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from SRSUD.
- vi. All restaurants are prohibited from serving water to its patrons except when requested.
- vii. Livestock watering tanks shall be filled by hand in lieu of automatic or float valves unless documentation can be provided in writing to the District certifying the customer is monitoring all automatic float or fill valve facilities on a daily basis. Further, in the event any customer and/or owner, lessee, renter, tenant, employee, or other responsible party is in violation of this policy, the customer is subject to immediate discontinuance of watering by means of automatic float or fill valve devices of any nature, and at the discretion of the Board of Directors of the District may be permitted to resume livestock watering by filling tanks by hand in lieu of automatic float, or fill valve devices. No leak allowance will be considered under any circumstances for facilities which have leaks as a result of the use of automatic float or fill valve devices.
- viii. The following uses of water are defined as non-essential and are prohibited:
 - wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - use of water for dust control;
 - flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

- 4. Demand Management Measures: The Board, or its designee(s), will provide timely reports to news media and/or the District website with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

C. Stage 3 - Severe Water Shortage Conditions

1. Target Water Use:
 - a. The goal for water use reduction under this drought stage is to achieve a 20 percent reduction in daily demand.
2. Supply Management Measures:
 - a. The following measures are to be implemented directly by SRSUD to manage limited water supplies and/or reduce water demand: reduce flushing of water mains and reduce irrigation of public landscaped areas.
3. Water Use Restrictions:
 - a. All requirements of Stage 2 shall remain in effect during Stage 3
 - b. except:
 - i. Irrigation of landscaped areas is absolutely prohibited.
 - ii. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
 - iii. The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
 - iv. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life and where such fountains or ponds are equipped with a recirculation system.
 - v. Livestock watering tanks shall be filled by hand in lieu of automatic or float valves. Exceptions may be allowed only if and when absolutely necessary, and (1) it is not possible to fill livestock tanks by hand and (2) documentation can be provided in writing to the District certifying the customer is monitoring all automatic float or fill valve facilities on a daily basis. Further, in the event any customer and/or owner, lessee, renter, tenant, employee, or other responsible party is in violation of this policy, the customer is subject to immediate discontinuance of watering by means of automatic float or fill valve devices of any nature, and at the discretion of the Board of Directors may be permitted to resume livestock watering by filling tanks by hand in lieu of automatic float, or fill valve devices. No leak allowance will be considered under any circumstances for facilities which have leaks as a result of the use of automatic float or fill valve devices.
 - vi. The Board, or its designee(s), may at their discretion deny all applications for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extension, mains, or water service facilities of any kind, and time limits for approval of such applications suspended for such time as this drought response state or a higher-numbered stage shall be in effect.

4. Demand Management Measures: The Board, or its designee(s), will provide timely reports to news media and/or the District website with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

D. Stage 4 - Emergency Water Shortage Conditions

1. Target Water Use:

- a. The goal for water use reduction under this drought stage is to achieve a 30 percent reduction in total water use.

Whenever emergency water shortage conditions exist as defined in Section VIII of the Plan, the President shall

- a. Assess the severity of the problem and identify the actions needed and time required to solve the problem.
- b. If appropriate, notify city, county, and/or state emergency response officials for assistance.
- c. Undertake necessary actions, including repairs and/or clean-up as needed.
- d. If necessary, utilize the alternative water source from the City of Breckenridge with prior approval of the Executive Director of the TCEQ.
- e. Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions.
- f. As applicable, terminate all uses of water for Interruptible Water Availability Agreements in the affected part of the system prior to and during any mandatory pro-rata curtailment of water use (Emergency Water Shortage Condition) under long-term contracts.

Section IX. Pro Rata Water Allocation

In the event that triggering criteria specified in Section VI of the Plan for Stage 2-4 have been met, the SRSUD Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code Section 11.039 and according to the following water allocation policies and procedures:

- A. Single-Family Residential Customers**: The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons Per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

“Household” means the residential premises served by the customer’s meter. “Persons per household” includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer’s household is comprised of two (2) persons unless the customer notifies the SRSUD of a greater number of persons per household on a form prescribed by the Board or its designee(s). The Board or its designee(s) shall give its best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the SRSUD offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the Board or its designee(s). When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the SRSUD on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the SRSUD in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the Board or its designee(s) shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the SRSUD of a reduction in the number of persons in a household shall be fined not less than \$25.00.

Residential water customers shall pay the following surcharges:

1. \$25.00 for the first 1,000 gallons over allocation
2. \$30.00 for the second 1,000 gallons over allocation
3. \$45.00 for the third 1,000 gallons over allocation
4. \$45.00 for each additional 1,000 gallons over allocation-1st offense
5. \$60.00 for each additional 1,000 gallons over allocation-2nd offense, 3rd offense- water may be disconnected. Reconnection fee \$150.00

Surcharges shall be cumulative.

- B. Master-Metered Multi-Family Residential Customers:** Where applicable, the allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer’s meter serves two dwelling units unless the customer notifies the SRSUD of a greater number on a form prescribed by the Board or its designee(s). The Board or its designee(s) shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does

not receive such a form, it shall be the customer's responsibility to go to the SRSUD offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the Board or its designee(s). If the number of dwelling units served by a master meter is reduced, the customer shall notify the SRSUD in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the Board or its designee(s) shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the SRSUD of a reduction in the number of persons in a household shall be fined not less than \$25.00. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

1. \$25.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit
2. \$30.00, thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit
3. \$45.00, thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit
4. \$45.00 for each additional 1,000 gallons over allocation, 1st offense
5. \$60.00 for each additional 1,000 gallons over allocation, 2nd offense, 3rd offense, Water may be disconnected. Reconnection fee \$150.00

Surcharges shall be cumulative.

- C. Commercial Customers:** A monthly water allocation shall be established by the Board or its designee(s), for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75 percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 50 percent of whose monthly usage is less than 10,000 gallons, shall be allocated 7,500 gallons. The Board or its designee(s) shall give its best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the Board or its designee(s) to determine the allocation. Upon request of the customer or at the initiative of the Board or its designee(s), the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Board or its designee(s). Nonresidential commercial customers shall pay the following surcharges:

1. \$25.00 per thousand gallons for the first 1,000 gallons over allocation
2. \$30.00 per thousand gallons for the second 1,000 gallons over allocation
3. \$45.00 per thousand gallons for the third 1,000 gallons over allocation
4. \$45.00 for each additional 1,000 gallons over allocation - 1st offense

5. \$60.00 for each additional 1,000 gallons over allocation - 2nd offense; 3rd offense - water may be disconnected. Reconnection fee \$150.00.

The surcharges shall be cumulative.

- D. Industrial Customers:** A monthly water allocation shall be established by the Board or its designee(s), for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be approximately 90 percent of the customer's water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to 85 percent of the customer's water usage baseline. The industrial customer's water use baseline will be computed on the average water use for the 12 month period ending prior to the date of implementation of Stage 2 of the Plan. If the industrial water customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The Board or its designee(s) shall give its best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the SRSUD to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the Board or its designee(s), the allocation may be reduced or increased, (1) if the designated period does not accurately reflect the customer's normal water use because the customer had shut down a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shut down or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer, or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the Board or its designee(s). Industrial customers shall pay the following surcharges:

1. \$25.00 per thousand gallons for the first 1,000 gallons over allocation
2. \$30.00 per thousand gallons for the second 1,000 gallons over allocation
3. \$45.00 per thousand gallons for the third 1,000 gallons over allocation
4. \$45.00 for each additional 1,000 gallons over allocation - 1st offense
5. \$60.00 for each additional 1,000 gallons over allocation - 2nd offense; 3rd offense - water may be disconnected. Reconnection fee \$150.00

The surcharges shall be cumulative.

Section X. Enforcement

- A.** No person shall knowingly or intentionally allow the use of water from SRSUD for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by President or his/her designee(s), or his/her designee, in accordance with provisions of this Plan.

- B.** Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than twenty-five dollars (\$25.00) and not more than two-hundred dollars (\$200.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the President or his/her designee(s) shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$150.00, and any other costs incurred by the SRSUD in discontinuing service. In addition, suitable assurance must be given to the Board or its designee(s) that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- C.** Any person, including a person classified as a water customer of the SRSUD, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- D.** Any employee of the SRSUD, police officer, or other District employee designated by the Board or its designee(s), may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the county court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in county court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in county court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in county court before all other cases.

Section XI: Variances

The Board, or its 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 SRSUD within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the SRSUD Manager, or his/her designee, and shall include the following:

- A. Name and address of the petitioner(s).
- B. Purpose of water use.
- C. Specific provision(s) of the Plan from which the petitioner is requesting relief.
- D. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Resolution.
- 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 SRSUD shall be subject to the following conditions, unless waived or modified by the SRSUD Manager:

- 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 XII. Modification, Deletion and Amendment

Modification to this Plan in any form shall be presented for public discussion and approved by the SRSUD Board in accordance with all State and local laws. The SRSUD will review and update this Drought Contingency Plan, as appropriate. As a minimum the Plan will be updated at regular five (5) year intervals.

Section XIV. Severability

It is hereby declared to be the intention of the SRSUD 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 SRSUD without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Appendix A

Service Area Map

[illegible]

 Water CCN Facility Lines
 Water CCN Service Areas

A number line illustrating the conversion of miles to kilometers. The top scale is in miles, with major labels at 0, 4.25, 8.5, and 17. The bottom scale is in kilometers, with major labels at 0, 5, 10, and 20. Tick marks are present every 1.25 miles and every 2 kilometers.

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

Appendix B

Utility Profile for Municipal Water Providers

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility: STEPHENS REGIONAL SUD

Public Water Supply Identification Number (PWS ID): TX2150007

Certificate of Convenience and Necessity (CCN) Number: 11456

Surface Water Right ID Number: 2463, 4194

Wastewater ID Number:

Contact: First Name: Leshia Last Name: Brewster

Title: General Manager

Address: PO Box 1621 City: Breckenridge State: TX

Zip Code: 76424 Zip+4: 1621 Email: lbrewster@srsud.com

Telephone Number: 2545596180 Date: 1/22/2024

Is this person the designated Conservation Coordinator? ☒ Yes ☐ No

Regional Water Planning Group: G

Groundwater Conservation District:

Our records indicate that you:

- ☒ Received financial assistance of \$500,000 or more from TWDB
- ☐ Have 3,300 or more retail connections
- ☐ Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles: 780

Attached file(s):

File Name	File Description
Stephens Regional SUD CCN.pdf	

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2023	2,579	0	0
2022	2,489	0	0
2021	2,452	0	0
2020	2,468	0	0
2019	2,398	0	0

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	2,565	0	0
2040	2,635	0	0
2050	2,715	0	0
2060	2,790	0	0
2070	2,945	0	0

4. Described source(s)/method(s) for estimating current and projected populations.

2026 Regional Water Plan - Population Projections for 2030-2080
Municipal Water User Group Summary

Attached file(s):

File Name	File Description
RWP27_pop_SearchWUG.pdf	

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2023	115,556,345	21,429,293	0	136,985,638	146
2022	127,855,838	10,385,859	0	138,241,697	152
2021	129,155,330	0	0	129,155,330	144
2020	128,629,897	0	0	128,629,897	143
2019	119,819,753	0	0	119,819,753	137
Historic Average	124,203,433	6,363,030	0	130,566,463	144

C. Water Supply System

Attached file(s):

File Name	File Description
SRSUD Storage Capacity - Tank sizes.pdf	

1. Designed daily capacity of system in gallons
2. Storage Capacity
 - 2a. Elevated storage in gallons:
 - 2b. Ground storage in gallons:

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2025	2,517	132,267,240
2026	2,526	132,777,072
2027	2,536	133,286,904
2028	2,546	133,796,736
2029	2,555	134,306,568
2030	2,565	134,816,400
2031	2,572	135,184,320
2032	2,579	135,552,240
2033	2,586	135,920,160
2034	2,593	136,288,080

2. Description of source data and how projected water demands were determined.

2021 Regional Water Plan - Water Demand Projections for 2020-2070
Municipal Water User Group Summary in Acre-Feet

Attached file(s):

File Name	File Description
demand_MunWUG_Search.pdf	

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. High Volume Customers

1. The annual water use for the five highest volume
RETAIL customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
MM Terry Ranch Ltd	Agricultural	1,769,400	Treated
Mack, Andy	Agricultural	1,036,200	Treated
MM Terry Ranch Ltd	Agricultural	1,004,500	Treated
MM Terry Ranch Ltd	Agricultural	884,000	Treated
Gloc Stimulation	Agricultural	883,400	Treated

2. The annual water use for the five highest volume
WHOLESALE customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
----------	--------------------	------------------	----------------

F. Utility Data Comment Section

Additional comments about utility data.

Top 5 Users/Connections attached.

Attached file(s):

File Name	File Description
Top 5 Users 2023.pdf	

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	1,480	89.75 %
Residential - Multi-Family	11	0.67 %
Industrial	5	0.30 %
Commercial	78	4.73 %
Institutional	2	0.12 %
Agricultural	73	4.43 %
Total	1,649	100.00 %

2. Net number of new retail connections by water use category for the previous five years.

	Net Number of New Retail Connections						
Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	29	0	0	2	0	3	34
2022	50	0	0	0	0	0	50
2021	25	1	0	0	0	6	32
2020	26	0	0	1	0	4	31
2019	20	0	0	0	0	3	23

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	74,928,800	679,800	1,086,000	2,999,500	345,800	8,919,900	88,959,800
2022	73,801,100	768,300	1,006,300	2,004,000	337,100	9,905,800	87,822,600
2021	62,059,200	467,600	1,070,800	1,527,100	292,200	7,042,200	72,459,100
2020	66,693,200	1,175,500	981,500	2,021,800	132,400	8,697,800	79,702,200
2019	61,100,800	426,800	1,199,100	1,678,400	319,400	7,642,000	72,366,500

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2023	90
2022	91
2021	72
2020	83
2019	79
Historic Average	83

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	5,415,300	5,310,500	4,049,800	5,216,000	4,781,200
February	5,264,900	4,528,200	6,189,600	3,554,900	3,736,400
March	4,350,200	5,468,500	3,791,500	4,649,000	4,084,100
April	5,475,700	6,255,300	4,987,300	4,306,800	5,971,300
May	7,809,300	6,987,800	4,460,700	6,869,500	4,057,400
June	4,981,700	9,524,800	5,990,500	8,932,200	4,518,800
July	11,454,300	10,701,400	6,893,500	9,595,700	8,632,600
August	12,151,400	13,381,900	10,292,400	9,654,600	10,252,100
September	12,630,600	7,127,400	9,016,900	9,723,700	8,506,500
October	9,129,000	7,174,200	5,805,800	6,379,800	8,944,900
November	5,170,500	5,373,000	4,842,200	5,041,900	4,702,600
December	5,126,900	5,989,600	6,138,900	5,778,100	4,178,600
Total	88,959,800	87,822,600	72,459,100	79,702,200	72,366,500

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2023	2022	2021	2020	2019
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2023	28,587,400	88,959,800
2022	33,608,100	87,822,600
2021	23,176,400	72,459,100
2020	28,182,500	79,702,200
2019	23,403,500	72,366,500
Average in Gallons	27,391,580.00	80,262,040.00

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2023	36,309,154	39	29.80 %
2022	34,232,686	38	30.95 %
2021	40,335,127	45	36.67 %
2020	19,300,721	21	29.45 %
2019	22,356,433	26	26.51 %
Average	30,506,824	34	30.68 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2023	243,725	310732	1.2749
2022	240,609	365305	1.5183
2021	198,518	251917	1.2690
2020	218,362	306331	1.4029
2019	198,264	254385	1.2831

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	67,716,620	89.75 %	84.37 %
Residential - Multi-Family	703,600	0.67 %	0.88 %
Industrial	1,068,740	0.30 %	1.33 %
Commercial	2,046,160	4.73 %	2.55 %
Institutional	285,380	0.12 %	0.36 %
Agricultural	8,441,540	4.43 %	10.52 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

Section III: Wastewater System Data

A. Wastewater System Data

- Design capacity of wastewater treatment plant(s) in gallons per day:
- List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal			0	0.00 %
Industrial			0	0.00 %
Commercial			0	0.00 %
Institutional			0	0.00 %
Agricultural			0	0.00 %
Total			0	100.00 %

- Percentage of water serviced by the wastewater system:

%

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

5. Could treated wastewater be substituted for potable water?

☐ Yes
 ☐ No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	8,029,474
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park,golf courses)	0
Agricultural	
Discharge to surface water	
Evaporation Pond	
Other	
Total	8,029,474

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

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Appendix C

Water Conservation Plan Goals Formulation

WATER CONSERVATION GOALS FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility:				STEPHENS REGIONAL SUD								
Public Water Supply Identification Number (PWS ID):				TX2150007								
Certificate of Convenience and Necessity (CCN) Number:				11456								
Surface Water Right ID Number:				2463, 4194								
Wastewater ID Number:												
Contact:		First Name:		Leshia		Last Name:		Brewster				
		Title:		General Manager								
Address:		P.O. Box 1621			City:		Breckenridge		State:		TX	
Zip Code:		76424		Zip+4:				Email:		lbrewster@srsud.com		
Telephone Number:		2545596180			Date:							

Is this person the designated Conservation Coordinator? ☒ Yes ☐ No

Regional Water Planning Group: G

Groundwater Conservation District:

Our records indicate that you:

- ☒ Received financial assistance of \$500,000 or more from TWDB
- ☐ Have 3,300 or more retail connections
- ☐ Have a surface water right with TCEQ

	Historic 5 Year Average	Baseline	5-Year Goal for Year 2029	10-Year Goal for Year 2034
Water Loss (GPCD)	144	144	140	135
Residential GPCD	83	83	83	83
Water Loss (GPCD)	34	34	30	25
Water Loss Percentage	24.00%	24.00%	21.00%	19.00%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

Appendix D

Resolution Adopting the Water Conservation and Drought Contingency Plan

**RESOLUTION FOR ADOPTION OF THE STEPHENS REGIONAL SPECIAL UTILITY
DISTRICT WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN
RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE STEPHENS REGIONAL SPECIAL UTILITY DISTRICT (SRSUD)
ADOPTING A WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN
FOR THE SRSUD**

WHEREAS, the members of the Board of Directors recognize that the amount of water available to the SRSUD and its water utility customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the members of the Board of Directors recognize that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes; and

WHEREAS, Section 11.1272 of the Texas Water Code and applicable rules of the Texas Commission on Environmental Quality require all affected public water supply systems in Texas to prepare a water conservation and drought contingency plan; and

WHEREAS, as authorized under law, and in the best interests of the customers of the SRSUD, the Board of Directors deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of limited water supplies during drought and other water supply emergencies;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SRSUD:

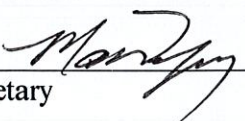
SECTION 1. That the Water Conservation and Drought Contingency Plan attached hereto as Exhibit A and made part hereof for all purposes be adopted as the official policy of the SRSUD.

SECTION 2. That the President of the Board of Directors is hereby directed to implement, administer, and enforce the Water Conservation and Drought Contingency Plan.

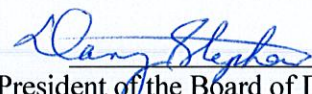
SECTION 3. That this resolution shall take effect immediately upon its passage.

DULY PASSED BY THE BOARD OF DIRECTORS OF THE SRSUD, ON THIS 22nd day of February 2024.

ATTESTED TO:


Secretary




President of the Board of Directors

Appendix E

SRSUD Water Rate Structure

Rates & Policies

Listed below, you will find our current rates effective January 1, 2024. If you do not find the information you need, please contact our office and we will provide it for you.

NOTE: In addition to the Monthly Service Charges, please refer to the Welcome and Information for New Applicants under the Forms and Reports tab for additional fees associated with a New Meter Installations and other customer related fees.

Current Standard Residential Service Rates - Effective until December 31, 2023

Monthly Minimum:	\$71.50
Tier (gal.):	\$/1,000 gal.:
up to 5,000 gallons	\$8.00
5,001 to 15,000 gallons	\$8.65
15,001 to 25,000 gallons	\$9.80
25,001 to 40,000 gallons	\$10.65
40,001 gallons & Up	\$11.50

Our customer's water meters are read each month. Please contact our office for any additional information.

Average Billing Examples

2,000	\$87.50
5,000	\$111.50
10,000	\$154.75
25,000	\$296.00
30,000	\$349.25

*A state fee of .5% will be added each billing cycle to the total of the Monthly Minimum and Water Charges.

Appendix F

Coordination with Region G Water Planning Group

January 24, 2024

Pamela Hannemann
Brazos River Authority
P.O. Box 7555, Waco, TX 76714

**Re: Updated Water Conservation and Drought Contingency Plan for the SRSUD
PWS 1110001**

Dear Ms. Hannemann:

Enclosed for your use please find copies of the recently updated Water Conservation and Drought Contingency Plans for the SRSUD (SRSUD). The plans contain required elements as described in 30 Texas Administrative Code Chapter 288. The plans are being submitted to the Region G Water Planning Group, the Texas Water Development Board and the Texas Commission on Environmental Quality. If you have any questions you may reach me at (325) 698-5560.

Sincerely,

Enprotec/Hibbs & Todd, Inc.

Colden Rich, P.E.

Encl:

cc: SRSUD (3 copies)
Texas Water Development Board; P.O. Box 13231; Austin, TX 78711-3231
Texas Commission on Environmental Quality, Water Availability Division, Resource Protection
Team, MC-160, P.O. Box 13087, Austin, Texas, 78711-3087

SECTION I
SAMPLE APPLICATION PACKET

(See attached forms)

NON-STANDARD SERVICE
SAMPLE
PROSPECTIVE SERVICE AND FEASIBILITY
APPLICATION
&
AGREEMENT

STEPHENS REGIONAL SPECIAL UTILITY DISTRICT

P.O. Box 1621 Breckenridge, Texas 76424

**PROSPECTIVE SERVICE & FEASIBILITY REQUEST APPLICATION
FOR DEVELOPMENTAL OR NON-STANDARD SERVICE**

Date _____

Please Print

APPLICANT'S NAME _____

MAILING ADDRESS: _____

SUBDIVISION NAME _____

PHONE NUMBER – Home () _____ Work () _____

Fax () _____

PROOF OF OWNERSHIP PROVIDED BY _____

IF DIFFERENT FROM APPLICANT, PLEASE PROVIDE THE FOLLOWING:

PROPERTY OWNER'S NAME: _____

DEVELOPER'S NAME: _____

FINANCING OF DEVELOPMENT BY: _____

APPLICANT'S ENGINEER: _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY

PREVIOUS OWNER'S NAME

SPECIAL SERVICE NEEDS OF APPLICANT: _____

NOTE: FORM MUST BE COMPLETED AND SIGNED BY APPLICANT ONLY. A DETAILED OUTLINE OF YOUR SERVICE REQUEST INCLUDING THE NUMBER OF METERS AND SIZES, HOUSEHOLD AND/OR DWELLING SIZE(S), NUMBER OF OCCUPANTS PER DWELLING, AS WELL AS ANY OTHER RELEVANT INFORMATION PERTAINING TO THE REQUESTED WATER SERVICE. APPLICANT MUST ALSO ATTACH 2 – 24"x36" AND 1- 12"x14" COPIES OF THE PLAT OF THE PROPERTY DETAILING THE LOCATION AND DETAILED INFORMATION FOR THIS SERVICE REQUEST.

NON-STANDARD SERVICE INVESTIGATION FEE:

DATE PAID: _____

CHECK NO. : _____

AMOUNT PAID: _____

BY MY SIGNATURE BELOW, I CERTIFY THAT THE INFORMATION IN THIS APPLICATION AND ALL ATTACHMENTS ARE TRUE, ACCURATE AND COMPLETE.

APPLICANT SIGNATURE _____

TITLE _____

The Applicant shall be the individual, partnership or corporation who will execute the Non-Standard Service Agreement for the project. For a partnership or corporation, please state the title of the person who will act for the entity.

Stephens Regional SUD Is an equal opportunity provider and employer

Date Received: _____ Feasibility Fee Paid: _____ Date Plat Received: _____ All Forms Complete: _____

NON-STANDARD
WATER SERVICE AGREEMENT
(_____ Subdivision)

This Non-Standard Water Service Agreement (“**Agreement**”) is entered into on this _____ day of _____, 2025 (the “**Effective Date**”) by and between Stephens Regional Special Utility District (the “**District**”) and _____ (“**Developer**”). District and Developer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

RECITALS

WHEREAS, District is the operator of a water supply system which provides retail water service to customer locations within CCN No. _____, including the area included in the proposed _____ Subdivision, a residential subdivision under development by Developer, as depicted on the attached plat Attachment “A” hereto (which plat is incorporated herein by reference for all purposes) (the “**Subdivision**”).

WHEREAS, Developer has received and reviewed Section F of District’s Rate Order and Service Policies (the “**Rate Order**”), and Developer understands and acknowledges that Developer must pay District all costs reasonable and necessary for District to provide retail water service to the Subdivision. Developer understands and acknowledges that such costs as are reasonable and necessary for retail water service are Developer’s costs and must be paid to District as set forth in this Agreement.

WHEREAS, Developer understands and acknowledges that failure to pay the costs specified in this Agreement allows District to refuse retail water service to the Subdivision or any part of the Subdivision.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, District and Developer agree as follows:

1. **Developer Payments.** In conjunction with the execution of this Agreement and not later than ten (10) days after the Effective Date, Developer shall pay to District, by certified check or other readily available funds, the amounts set forth below in Paragraphs 1A and 1B, and the initial payment in Paragraph 1C.

A. **Impact Fees.** Not later than ten (10) business days after the Effective Date, Developer shall pay to District the amount of _____ representing the impact fees to be used to assist in funding capital improvements to the District’s system capacity for the connections described in Paragraph 2.

B. **Consultant Fees.** Developer shall pay to District the sum of _____ for reimbursement of legal, engineering, inspection and administrative costs incurred by District in connection with the review and analysis of the design and engineering of water systems for the Subdivision and the preparation of this Agreement.

C. **Reserve Water Charges.** For each residential lot set forth in Paragraph 2A herein, Developer agrees to annually pay to District reserve water charges based upon the charge set forth in the District's Rate Order. The Developer shall pay the reserve water charges twelve months in advance, and the amount of such payment shall be computed based upon the number of residential lots in the Subdivision which are not Paid Connections at the time each such annual payment is due (the "**Annual Reserve Payment**"). "**Paid Connection**" means an active water service connection to a residential lot for which all connection fees have been paid and which lot is receiving monthly water service. The initial Annual Reserve Payment shall be due not later than ten (10) business days after the Effective Date and will be in the amount of _____. Subsequent Annual Reserve Payments shall be due on the anniversary of the Effective Date each year. Developer's obligation to make the Annual Reserve Payment shall continue until the anniversary date on which at least eighty percent (80%) of the lots in the Subdivision are Paid Connections.

D. **Limitation.** District shall be under no obligation to undertake any effort, including but not limited to, oversight or review of engineering or construction plans for the purpose of providing retail water service to the Subdivision until Developer has paid the amounts specified in Paragraphs 1A and 1B of this Agreement and the initial payment set forth in Paragraph 1C.

2. **Service Commitment.** It is hereby expressly agreed between District and Developer that the total retail water service to the Subdivision which is provided under this Agreement shall not exceed _____ single family residential connections.

A. Developer agrees that only those residential lots identified in Attachment "A" hereto shall be provided retail water service pursuant to the terms of this Agreement, and that District is under no obligation to provide retail water service to any other lots resulting from any subdivision or resubdivision of such lots occurring subsequent to this Agreement.

B. Any additional phases or lots (beyond the lots described herein) for which Developer may seek water service will require a new non-standard service application to be filed by Developer with District, approval of District, and a new (or amended) agreement as to non-standard service. The cost of service to such additional phases or lots will be based upon District's Rate Order in effect at the time of filing any such new application for service.

C. Notwithstanding any plat approval, Developer agrees that it will not advertise or represent (either by itself or through any officer, employee, or agent) to any person that retail water is available, or may be supplied, to any lot or lots in the Subdivision which are not specifically identified in Paragraph 2A.

D. District reserves the right to refuse to extend water service to any property for which Developer has not expressly obtained written approval from District for service, irrespective of whether or not there is any water line located on or near such property. Developer acknowledges and agrees that District's obligations to provide retail water service to the Subdivision are limited to those lots which are expressly covered in Paragraph 2A of this Agreement and that the purchaser or purchasers of any lot or lots within the Subdivision which

are not designated for retail residential water service, if any, shall have no recourse to District but may have recourse to Developer.

E. Developer shall include deed restrictions limiting the number of residential structures on each lot in the Subdivision to no more than one (1). Developer shall provide District with a file marked copy of these deed restrictions, evidencing the filing of same in the county real property records, prior to the start of construction of any water supply lines.

3. **Initial Connection Fees.** Each purchaser or owner of a lot in the Subdivision will pay those fees set forth in Section G of the District's Rate Order as in effect at the time of the purchaser's application for service, less the impact fee of \$_____ per lot paid by Developer, (the net fees currently total \$_____ per lot) and meet the other terms of the District's Rate Order to qualify for service.

4. **Developer Construction.** Prior to receiving water service to any lot in the Subdivision, Developer shall contract for, construct, and install all the necessary off-site water supply lines, on-site distribution lines, valves, fire hydrants, and other appurtenances as required by District's consulting engineer (the "**Distribution Lines**").

A. Developer is responsible to ensure that the Distribution Lines meet all requirements of the Texas Commission on Environmental Quality ("TCEQ") and all municipal, county and governmental agencies having jurisdiction. The Distribution Lines shall be engineered (by a licensed Texas Professional Engineer), designed, and constructed to the reasonable specifications and satisfaction of District. All plans and specifications for the Distribution Lines must be reviewed and approved by District's consulting engineer prior to the issuance of any request for bids for the construction of the Distribution Lines.

B. The Distribution Lines shall be tapped with the entire service connection necessary to enable a meter to be installed for each of the lots described in this Agreement (consistent with District's specifications), including all valves and fittings, and the meter tap and meter box necessary for each lot in the Subdivision. However, Developer will not install the water meter itself. All costs associated with the Distribution Lines, including right-of-way easements, engineering, design, materials and construction are to be borne by Developer.

C. The contractor selected to undertake construction of the Distribution Lines shall be experienced in water line construction and shall be approved by District.

D. The Distribution Lines shall be constructed in accordance with the approved plans and specifications. District shall have the right to inspect all phases of the construction of the Distribution Lines. Developer must give written notice to District of the date on which construction is scheduled to begin so that District may assign an inspector. District may charge Developer reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors. Developer shall pay the costs of bacteriological samples as necessary for District's inspection of the Distribution Lines.

E. District may require any part of the Distribution Lines to be oversized in anticipation of the needs of other customers, subject to the obligation to reimburse Developer for any such oversizing. Notification of such oversizing shall be in writing and provided to

Developer not later than the date of approval of the Distribution Line plans and specifications by District's consulting engineer. District shall reimburse Developer for the additional costs of construction attributable to the oversizing, as reasonably determined by District's consulting engineer. Such reimbursement shall occur not later than the date of District's acceptance of the Distribution Lines, as set forth in Paragraph 7.

F. Developer shall guarantee the materials and workmanship of the Distribution Lines and shall remain responsible for any defects in materials, construction, or installation which occur within one year from the date the Distribution Lines are accepted by District. Developer shall replace, or pay for the replacement by District of, all materials and work involving any part of the Distribution Lines which is found to be unsatisfactory by District.

G. Developer shall ensure that all workers involved with the installation and construction of the Distribution Lines are covered by workers' compensation insurance as required by the laws of the State of Texas. Developer shall also procure and maintain, at its own cost, comprehensive general liability insurance insuring against the risks of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Distribution Lines, with such insurance in the amount of a combined single limit of liability of at least \$500,000 and a general aggregate limit of at least \$500,000. Such insurance coverage shall be maintained in force at least until the inspection and acceptance of the Distribution Lines by District.

5. DEVELOPER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DISTRICT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DEBTS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, JUDGMENTS, FINES, PENALTIES, COSTS, AND LIABILITIES INCURRED BY DISTRICT ARISING OUT OF OR RELATING TO THE DESIGN, CONSTRUCTION AND INSTALLATION OF THE DISTRIBUTION LINES. DEVELOPER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS DISTRICT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL DAMAGES, LIABILITIES, AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH DEVELOPER'S NONCOMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS AND/OR FAILURE TO OBTAIN REQUIRED PERMIT(S) AND APPROVAL(S) REGARDING THIS AGREEMENT, EXCEPTING ONLY THOSE DAMAGES, LIABILITIES, OR COSTS ATTRIBUTABLE TO THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF DISTRICT. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. **Easements.** Developer shall be responsible for clearly and precisely dedicating easements of at least twenty (20) foot width on Developer's property, and acquiring and paying for necessary easements on other private property, for the locations where the Distribution Lines are to be run. Any easement on private property acquired by Developer shall be assigned to District upon proper completion of the construction of the Distribution Lines. All such dedications and easements shall be in a form approved by District's attorney.

7. **Conveyance of Distribution Lines.** Upon District's inspection and acceptance of the Distribution Lines, Developer shall grant District title to the Distribution Lines, free of any and all construction liens or other liens related thereto. The Bill of Sale granting title shall be in a form approved by District's attorney and shall include a representation by Developer that the

Distribution Lines have all been constructed within legal easements, and Developer shall bind itself and its successors and assigns to warrant and defend the title to the Distribution Lines, including against any claims that such lines have been constructed illegally or not within proper easements.

8. **Retail Water Service.** Following execution of this Agreement, and subject to Developer timely making the payments set forth in Paragraph 2 and meeting the other terms of this Agreement, District will provide water service to property owners who purchase a lot within the terms of this Agreement, and who pay the initial connection fees as set forth in Paragraph 3.

9. **Force Majeure.** In the event either Developer or District is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure” includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable in the judgment of the Party having the difficulty.

10. **Additional Regulatory Matters.**

A. **Wastewater and Other Services.** District will have no obligation with regard to the construction, ownership, operation or maintenance of wastewater, drainage, or other non-water service facilities. District shall not be responsible for terminating water service for any customer who has not paid for sewer service unless Developer installs an Elder Valve, or an equivalent cutoff, on each residential sewer line or Developer separately obtains a written agreement with District as to the procedures, terms and costs by which water service will be terminated for non-payment of sewer service.

B. **Wetlands and Floodplains.** District will not provide water service to any new structures proposed to be built within the 100-year floodplain, as determined by current FEMA maps. District will not provide service to any phase of the Subdivision where wetlands may be

impacted by the development unless Developer provides written confirmation to District that Developer has complied with the appropriate U.S. Army Corps of Engineers 404 permit process.

C. **Permits and Regulations.** The Parties understand that their rights and obligations under this Agreement are, or may be, subject to, without limitation: (i) the laws of the State of Texas; (ii) the laws of the United States; (iii) the regulations promulgated by the Texas Commission on Environmental Quality; (iv) the regulations promulgated by the United States Environmental Protection Agency; (v) the regulations promulgated by the United States Fish & Wildlife Service; (vi) the regulations promulgated by the United States Army Corps of Engineers; and (vii) the regulations promulgated by other regulatory agencies which may now or in the future have jurisdiction over the District. Developer is solely responsible for obtaining all permits and approvals, if any, required by the United States Fish & Wildlife Service, the United States Army Corps of Engineers, and/or any other regulatory agency, for construction of the Distribution Lines pursuant to this Agreement.

11. **Default and Remedies.**

A. **Interest.** All amounts due and owing by Developer to District shall, if not paid when due, bear interest at the Texas post-judgment interest rate as set out in Section 304.002, Texas Finance Code, or any successor statute, from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate as permitted by law. If any amount due and owing by Developer to District is placed with an attorney for collection, the prevailing Party in any litigation or arbitration involving the collection shall be paid its costs and attorneys' fees by the non-prevailing Party, and such payments shall be in addition to all other payments provided for by this Agreement, including interest.

B. **Default.** In the event of, and for so long as there is, any failure to provide a required payment hereunder by Developer that remains uncured by Developer, Developer agrees that District shall not be obligated to sign any additional plats for subdivisions within the Subdivision until payment in full is made to District. In such an event, Developer shall not take any actions to proceed with such a plat and District shall not be obligated to provide water service to any such future subdivisions within the Subdivision, until the monetary default is cured. Additionally, as to any failure by Developer to provide timely payment which remains uncured by the Developer for more than thirty (30) days after receipt of notice of default by District, then District shall be entitled to terminate its commitment to serve new subdivisions within the Subdivision, and District may thereafter transfer the amount of all unused reserved water rights and facility capacities otherwise committed hereunder to other properties, lots or customers.

C. **Payments Non-refundable.** Except for a charge or fee which is expressly stated to be refundable in this Agreement, all payments made pursuant to this Agreement are non-refundable.

D. **Remedies.** If Developer fails or refuses to timely comply with its material obligations hereunder, District will have the right, along with any other remedy at law or in equity, to (i) enforce this Agreement by specific performance, injunction, or any other remedy available at law or in equity in a court of competent jurisdiction including but not limited to an

action for damages; or (ii) invoke the remedies provided by Texas Water Code Section 13.2502, including delaying the extension of retail water service to the Subdivision or portions of the Subdivision until such time as Developer complies with this Agreement and the provisions set forth in Section F of District's Rate Order.

12. Notices.

A. Any notice to be given hereunder by either Party to the other shall be in writing and may be effected by certified mail or facsimile transmission with confirmation of delivery addressed as follows:

to District:

_____ Fax

with a copy to:

Leonard H. Dougal
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701
(512) 236-2002 Fax

to Developer:

_____ Fax

B. All notices will be deemed to have been given on the date of mailing or sending of such notice. Each Party may change its address upon five days' written notice to the other Party.

13. Miscellaneous.

A. This Agreement supersedes any and all prior written or oral agreements or understandings in regard to the subject matter of this Agreement and may be amended only by written amendment signed by both Parties.

B. This Agreement shall be binding on and shall enure to the benefit of the successors and assigns of the Parties. Developer may not assign this Agreement without the express written approval of the District.

C. This Agreement shall be construed and enforced in accordance with Texas law. Venue for the litigation of any dispute arising hereunder shall be in _____ County; venue for any dispute within the jurisdiction of the TCEQ shall be before the TCEQ and for any appeal from a final decision of the TCEQ shall be in Travis County.

D. In the event one or more provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. The undersigned signatory for Developer hereby represents and warrants that such signatory has full and complete authority to enter into this Agreement on behalf of Developer.

F. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the date first written above as reflected by the signatures below.

**STEPHENS REGIONAL SPECIAL UTILITY
DISTRICT**

By: _____
Name: _____
Title: _____

DEVELOPER

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on this _____ day of _____, 2021 by _____, _____ for Stephens Regional Special Utility District, a political subdivision of the state of Texas, on behalf of said District.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021 by _____, _____ [title] of _____.

Notary Public, State of Texas

Attachment “A”

STANDARD RESIDENTIAL SERVICE
SAMPLE
PROSPECTIVE SERVICE AND FEASIBILITY
APPLICATION
&
AGREEMENT

**STEPHENS REGIONAL SPECIAL UTILITY DISTRICT
PROSPECTIVE SERVICE & FEASIBILITY APPLICATION
FOR STANDARD SINGLE RESIDENTIAL SERVICE**

Please Print: FEASIBILITY FEE: \$200.00 DATE PAID: _____ CHECK NO.: _____ CASH: _____

DATE _____

APPLICANT'S NAME _____ CO-APPLICANT'S NAME _____

CURRENT ADDRESS: _____ CITY _____ STATE _____ ZIP _____

PHONE NUMBER – Home _____ Work _____ Cell _____

PROOF OF OWNERSHIP PROVIDED BY _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

ACREAGE _____ HOUSEHOLD/DWELLING SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

TYPE OR CLASSIFICATION OF USE: ☐ RESIDENTIAL ☐ COMMERCIAL ☐ NON-STANDARD USE

SPECIAL SERVICE NEEDS OF APPLICANT _____

ADDITIONAL NOTES: _____

CHANGES IN SERVICE CLASSIFICATION:

THIS FEASIBILITY APPLICATION REQUEST WILL BE CONSIDERED FOR APPROVAL BASED ON ONE STANDARD SINGLE-FAMILY RESIDENTIAL SERVICE. SHOULD THIS REQUEST BE APPROVED, ANY CHANGES TO THE CUSTOMERS FACILITIES FROM RESIDENTIAL TO ANY OTHER CLASSIFICATION AND/OR ANY CHANGE IN THE NUMBER OF USERS, OR CHANGE IN WATER DEMAND OR USE OCCURS; OR THE PROPERTY BECOMES A DEVELOPMENTAL PROPERTY OF ANY NATURE SUCH AS A SUBDIVISION, SUBDIVIDES INTO SMALLER TRACTS, LOTS, RANCHETTES, OR THE PROPERTY IS OTHERWISE DIVIDED FOR SALE OR OWNERSHIP, OR THE WATER DEMANDS CHANGE FROM THOSE ORIGINALLY APPLIED FOR TO A DIFFERENT SERVICE CLASSIFICATION, THE APPLICANT, ITS GRANTORS, SUCCESSORS, ASSIGNS, HERIS, AND/OR LEGAL REPRESENTATIVES SHALL IMMEDIATELY REAPPLY FOR SERVICE UNDER THE NON-STANDARD SERVICE SECTION OF THE DISTRICT'S SERVICE POLICY (SECTION E.4. OF THE DISTRICT'S SERVICE POLICY) AS A MATTER OF COURSE OR IF NOT, SHALL DO SO UPON THE REQUEST OF THE DISTRICT. CHANGES IN CLASSIFICATIONS OF SERVICE MAY BE DEPENDENT UPON SERVICE AVAILABILITY AND THE APPLICANT MAY BE SUBJECT TO ADDITIONAL COSTS FOR SERVICE AS A RESULT OF THE CHANGE IN CLASSIFICATION.

NOTES:

FOR NON-STANDARD FEASIBILITY REQUEST AND SERVICE APPLICATIONS PLEASE CONTACT THE OFFICE.

THIS FORM MUST BE COMPLETED AND SIGNED BY APPLICANT ONLY. A MAP OF REQUESTED SERVICE LOCATION MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

☐ White, Not of Hispanic Origin ☐ Black, Not of Hispanic Origin ☐ American Indian or Alaskan Native ☐ Hispanic ☐ Asian or Pacific Islander ☐ Other (Specify) | ☐ Male | ☐ Female

EQUAL OPPORTUNITY PROGRAM

Stephens Regional SUD Is an equal opportunity provider and employer

APPLICANT SIGNATURE -

DATE

**STEPHENS REGIONAL SPECIAL UTILITY DISTRICT
STANDARD / RESIDENTIAL SERVICE APPLICATION AND AGREEMENT**

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

PHONE NUMBER – Home _____ Work _____ Cell _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring)

ACREAGE _____ HOUSEHOLD/DWELLING SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT _____

TYPE OR CLASSIFICATION OF USE: ☐ RESIDENTIAL ☐ COMMERCIAL ☐ NON-STANDARD USE
(If you checked any type of service other than Residential, please contact the office as you may be required to complete a Non-Standard Service Agreement.)

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.

A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

☐ White, Not of ☐ Black, Not of ☐ American Indian or ☐ Hispanic ☐ Asian or ☐ Other | ☐ Male
Hispanic Origin Hispanic Origin Alaskan Native Pacific Islander (Specify) | Female

EQUAL OPPORTUNITY PROGRAM

AGREEMENT made this _____ day of _____, 20____, between

Stephens Regional Special Utility District, a local government entity which is a Political Subdivision of the state of Texas organized under the laws of the State of Texas (hereinafter called the District) and _____ (hereinafter called the Applicant),

Witnesseth:

The District shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the bylaws and Service Policy of the District as amended from time to time by the Board of Directors of the District. Upon compliance with said Service policies, including payment of a Deposit Fee, Impact Fee, Re-Service Fee, Meter Installation/Tap Fee, and other charges as specified in the District's Service Policy as may be necessary based on the type and needs of the Applicant's service request, the Applicant qualifies for service as a new applicant or continued service as a transferee and thereby may hereinafter be called an Applicant.

The Applicant shall pay the District for service hereunder as determined by the District's Service Policy and upon the terms and conditions set forth therein, a copy of which has been provided and made available as an information packet, for which Applicant acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the service of any Applicant not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the District shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Deposit Fee and Impact Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
 - 1) a new water system or
 - 2) expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the District's policies, shall further qualify as an applicant and the Indication of Interest Fee shall then be converted by the District to a Deposit Fee and Impact Fee. Applicant further agrees to pay, upon becoming an applicant, the monthly charges for such service as prescribed in the District's Service Policy. Any breach of this agreement shall give cause for the District to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the District may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the District. If delivery of service to said location is deemed infeasible by the District as a part of this project, the Applicant shall be denied service in the District and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the District's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the District's Deposit Fee and Impact Fee.

All water shall be metered by meters to be furnished and installed by the District. The meter connection is for the sole use of the Applicant or customer and is to provide service to only one (1) dwelling, one (1) residence, one (1) household, or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub meter water to any other persons, dwellings, businesses, or property, etc., is prohibited. Any changes to the customers facilities from residential to any other classification and/or any change in the number of users, or change in water demand or use occurs; or the property becomes a developmental property of any nature such as a subdivision, subdivides into smaller tracts, lots, ranchettes, or the property is otherwise divided for sale or ownership, or the water demands change from those originally applied for to a different service classification, the applicant, its grantors, successors, assigns, heirs, and/or legal representatives shall immediately reapply for service under the Non-Standard Service section of the District's Service Policy (Section E.4. of the District's Service Policy) as a matter of course or if not, shall do so upon the request of the District. Changes in classifications of service may be dependent upon service availability and the applicant may be subject to additional costs for service as a result of the change in classification.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Applicant's property at a point to be chosen by the District, and shall have access to its property and equipment located upon Applicant's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment from the Applicant's property. The Applicant shall install, at their own expense, any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the Applicant's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the District's service policies.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than .25 % lead may be used for the installation or repair of plumbing on or after September 1, 2020, at any connection which provides water for human consumption.

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

The District shall maintain a copy of this agreement as long as the Applicant and/or premises is connected to the public water system. The Applicant shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.

The District shall notify the Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant shall, at their expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service agreement shall cause the District to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Applicant.

The District hereby notifies the Applicant that dual check valves are routinely installed on new and existing services. Dual check valves create a closed system for the Applicant's facilities which helps to ensure the health and safety of all customers and helps protect the public from possible cross-connection contamination. The Applicant is hereby advised that as a result of the installation of dual check valves, the possibility of thermal expansion is present within the Applicant's closed system. **NOTICE:** To prevent possible damage or harm from thermal expansion, all Applicants shall install and maintain adequate thermal and/or properly vented pressure relief valves on all hot water heaters attached to the Applicant's service lines. All aspects of the installation, maintenance, and repair should be accomplished under the supervision of a licensed plumber with experience in these types of devices.

In the event the total water supply is insufficient to meet all the needs of the Applicants, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Service Policy or as approved by the District's Board of Directors. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Applicant/users of the District, normal failures of the system, failure to properly install or maintain appropriate thermal expansion devices, or other events beyond the District's control.

The Applicant shall grant to the District permanent recorded easement(s) dedicated to the District for the purpose of providing reasonable rights of access and use to allow the District to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the District's purposes in providing system wide service for existing or future Applicants. In order to accomplish repairs and work on the District's lines and equipment the customer further agrees that no building, structure, fence, or encumbrance of any kind will be erected, placed, or otherwise created by the applicant on or adjacent to the District's facilities and right of way without the expressed written consent of the District. Any additional cost or expense incurred by the District as a result of the applicant's failure to provide and maintain access to the District's lines and facilities for maintenance, repair, or other operations shall be billed to the applicant.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns the property. Said guarantee shall pledge any and all Deposit Fees against any balance due the District. Liquidation of said Deposit Fees shall give rise to discontinuance of service under the terms and conditions of the District's Service Policy.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the District.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Service Policy.

Applicant/Customer-

Co-Applicant Member-

District Approved and Accepted

Date Approved

STEPHENS REGIONAL SPECIAL UTILITY DISTRICT
NOTICE ABOUT PRIVACY OF CUSTOMER INFORMATION

Information in your Stephens Regional Special Utility District's customer account record, including information regarding customer usage, services, and billing, including amounts billed or collected for utility usage, is generally excepted from disclosure under Texas Government Code, Chapter 552 (Public Information Act).^{*} However, the Texas Utilities Code, Chapter 182 (Rights of Utilities Customers) provides that a customer of a government-operated utility may request that the government-operated utility disclose personal information in a customer's account record, including the customer's address, or any information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage. Additionally, a customer or a representative of the customer may receive information excepted from disclosure if the information directly relates to utility service provided to the customer and is not otherwise confidential by law.

This form enables you to request disclosure of certain information under Texas Utilities Code, Chapter 182. If you wish to request disclosure of your information, please check the boxes below and return this form.

Release of Information:

Customer Name: _____ Account Number: _____

- ☐ I authorize Stephens Regional Special Utility District to disclose:
- ☐ my personal information and/or
 - ☐ information regarding my usage, services and billing, including amounts billed or collected for utility usage to:
Name: _____
Address: _____
Driver's License No.: _____

- ☐ I authorize Stephens Regional Special Utility District to release my account information to the public upon written request by any member of the public.

You may rescind your request for disclosure by providing Stephens Regional Special Utility District written notice. A government-operated utility or an officer or employee of a government-operated utility is immune from civil liability for a violation of Texas Utilities Code, Chapter 182, Subchapter B.

^{*} Confidentiality under Chapter 182 does not prohibit a government-operated utility from disclosing personal information in a customer's account record to: (1) an official or employee of the state, a political subdivision of the state, or the United States acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility, the state, a political subdivision of the state, or the United States; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Signature _____ Date _____

Please return signed form to StephSUD@srsud.com or by mail to Stephens Regional SUD, PO Box 1621, Breckenridge, TX 76424.



Texas Commission on Environmental Quality

Customer Service Inspection Certificate

Form TCEQ-20699 - Instructions

General Instructions:

The purpose of form TCEQ-20699 is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per ***Title 30 of the Texas Administrative Code(30 TAC) 290.46(j)(4)***. The form can be completed one of two ways:

1. The form can be printed and completed manually, or;
2. The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.). The yellow areas on the form can be completed electronically.

NOTE: The form is intended to be completed on-site while the inspection is occurring. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.

The form must be printed and signed by the Inspector that performed the work. The hardcopy original or a copy must be provided to the Public Water System (PWS) for record keeping purposes as specified in ***30 TAC §290.46(f)(3)(E)(iv)***.

Specific Instructions:

Please follow these instructions when completing Form TCEQ-20699:

1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an "X" in the box.
2. Remarks: The "Remarks" section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.
3. Due to there being three (3) different licensed individuals that can fill out this form: TCEQ Licensed Customer Service Inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement. Please provide your title.

Texas Commission on Environmental Quality
Customer Service Inspection Certificate

Name of PWS:	Stephens Regional Special Utility District
PWS ID #:	2150007
Location of Service:	

Reason for Inspection:	
New construction	☐
Existing service where contaminant hazards are suspected	☐
Material improvement, correction or expansion of distribution facilities	☐

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

Compliance	Non-Compliance		
☐	☐	(1)	No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
☐	☐	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
☐	☐	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
☐	☐	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
☐	☐	(5)	Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
☐	☐	(6)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:	Lead ☐	Copper ☐	PVC ☐	Other ☐
Solder:	Lead ☐	Lead Free ☐	Solvent Weld ☐	Other ☐

Remarks:	

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name(Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	/

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

STEPHENS REGIONAL SPECIAL UTILITY DISTRICT

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **STEPHENS REGIONAL SPECIAL UTILITY DISTRICT**, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement to serve Grantors' property as well as the Grantee's current and future system-wide customers, with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances, over and across Grantor's land in Stephens County, Texas, more particularly described as:

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 30' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 30' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure the Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor or assigns, to move or remove any such abandoned lines or appurtenances.

Also conveyed herewith is a temporary construction and maintenance easement that is simultaneously herewith granted by the Grantor, which may be used from time-to-time, for the initial construction, and any subsequent construction plus all reasonably necessary maintenance of the pipeline(s) above described. Said temporary easement shall consist of a 15-foot corridor on either side, parallel, and adjacent to, the permanent 30' easement. In the case of the permanent easement being parallel and adjacent to a property line, the temporary easement shall be only on one side of the permanent easement on the Grantor's property.

Grantor specifically agrees that no building, structure, or installation will hereinafter be erected or placed by the Grantor, his successors and assigns on said easement of right-of-way hereinabove granted, so long as this easement shall remain in effect, except with written approval of Grantee.

In the event the county or state hereafter widens or relocates any public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement along with the temporary construction and maintenance easement over and across the land described above for the purpose of laterally relocating said water lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 30' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

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

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____,2025.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF STEPHENS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____,2025.

Notary Public in and for the State of Texas

My Commission Expires: _____

(Seal)

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF STEPHENS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 2025.

Notary Public in and for the State of Texas

My Commission Expires: _____

(Seal)

SECTION I.
5.

**SAMPLE
_____ DISTRICT**

Address: _____
Phone Number: _____
Contact Person: _____

APPLICANT NOTICE OF INSUFFICIENT INFORMATION

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED DISCONNECTION: _____

You are hereby advised that the INCOMPLETE status of your APPLICATION FORMS (SEE LIST BELOW FOR WHICH) is jeopardizing your water and/or wastewater service. If our office does not receive COMPLETED DOCUMENTS OR PROPER INFORMATION within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for service and pay all costs applicable to a new customer under the terms of the District's Service Policy. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you but will remove the meter regardless of the circumstances on the Disconnection Date indicated above.

Circle all the forms needing additional information from the Applicant.

- A. SERVICE APPLICATION AND AGREEMENT
- B. RIGHT-OF-WAY EASEMENT
- C. SANITARY CONTROL EASEMENT
- D. NON-STANDARD SERVICE AGREEMENT OR CONTRACT
- E. FINAL PLAT
- F. BANKRUPTCY INFORMATION FOR YOUR ACCOUNT(S)
- G. OTHER INFORMATION _____

DISTRICT OFFICIAL

SECTION J
MISCELLANEOUS TRANSACTION FORMS

(See attached forms)

SAMPLE

**CUSTOMER REQUEST THAT PERSONAL INFORMATION CONTAINED
IN UTILITY RECORDS NOT BE RELEASED
TO UNAUTHORIZED PERSONS**

Chapter 182, Subchapter B of the Texas Utilities Code allows water utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of \$____.00 to cover the cost of postage and implementation which must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for \$____.00 to:

Utility (District)

Address

City, State Zip

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

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

Detach and Return This Section

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$____.00 for this service.

Name of Account Holder

Account Number

Address

Area Code/Telephone Number

City, State, Zip Code

Signature

SECTION J.

2.

SAMPLE

**CUSTOMER NOTICE OF WATER USE RESTRICTIONS OF
_____ DISTRICT
DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND
MANAGEMENT PLAN**

DATE: _____

TO: Customers of _____ District

FROM: _____, Manager, _____ District

Due to extreme water usage during the past weeks, our system is unable to meet the demand of all water needs. Therefore, under our Drought Contingency and Emergency Water Demand Management Plan on file with the Texas Commission on Environmental Quality, Stage ____ - _____ allocations will begin on _____ and will be in effect no later than _____ or until the situation improves.

Stage ____ allocation restricts your water use as follows:

_____.

The Board has authorized those penalties and measures contained in the District's Service Policy that may be levied against you and placed on your account(s) if you are found violating this allocation. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from this water use restrictions program, please contact us in writing at the address above. A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan is available for review at our business office. A copy may be obtained for standard copying charges.

Thank you for your cooperation.

District Official _____

SECTION J.
3.

SAMPLE

**CUSTOMER NOTICE OF FIRST VIOLATION AND PENALTY OF
DISTRICT
DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND
MANAGEMENT PLAN**

DATE: _____

FROM: _____, Manager, _____ District

TO: _____, you are hereby notified that on _____ it was determined that you violated the restrictions on your water use that are required under the District's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

This is the FIRST NOTICE of Violation. You are hereby notified of a violation of our water use restrictions notice sent to all customers on _____ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF WATER USE RESTRICTIONS]). Accordingly, and as provided in the District's Service Policy, you are hereby directed to pay a penalty of \$ _____, to be received in the District's business office no later than _____ a. m. / p. m., _____. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You are directed immediately to restrict your water use as directed in the District's previous Notice of Water Use Restrictions. **Accordingly, you will be assessed an additional, and more severe, penalty for any future violation following this Notice.** Continued violations may result in termination of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained on payment of standard copying charges.

The conservation of our water resources is an important responsibility of all customers. Your cooperation is appreciated.

District Official _____

SECTION J.

4.

SAMPLE

**CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY
OF _____ DISTRICT
DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND
MANAGEMENT PLAN**

DATE: _____

FROM: _____, Manager, _____ District

TO: _____, you are hereby notified that on _____ it was determined that you violated the restrictions on your water use that are required under the District's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

This is the SECOND violation. You were notified of a previous violation on _____ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF VIOLATION]). Accordingly, and as provided in the District's Service Policies, you are hereby directed to pay a penalty of _____, to be received in the District's business office no later than _____ . m., _____. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You are directed immediately to restrict your water use as directed in the District's first Notice of Violation. **Accordingly, you will be assessed an additional, and more severe, penalty for any violation following this Notice.** Continued violations may result in termination of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained on payment of standard copying charges.

The conservation of our water resources is an important responsibility of all customers. Your cooperation is appreciated.

District Official _____

SECTION J.
5.

SAMPLE

**CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND
PENALTY OF _____ DISTRICT
DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND
MANAGEMENT PLAN**

DATE: _____

FROM: _____, Manager, _____ District

TO: _____, you are hereby notified that on _____ it was determined that you violated the allocation restricting your water use which is required under the District's Drought Contingency and Emergency Water Demand Plan. Specifically, [DESCRIBE VIOLATION].

You have been notified previously of the restrictions on your water use that must be followed, and you were assessed a penalty for your second violation which occurred on _____ (see attached [ATTACH A COPY OF CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY]).

The District's previous notice advised you that you would be assessed an additional, and more severe, penalty if the violation continued. This is required under the District's Service Policies. Accordingly, you are hereby directed to pay a penalty of _____, to be received in the District's business office no later than _____ . m., _____. **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE.** Any reconnection will require payment of the penalty and a charge for the service call to restore service.

In addition, the District may install a flow restricting device, which will limit the amount of water that will flow through your meter. The costs of this procedure will be for the actual work and equipment and shall be paid by the customer. Removal of this device will be considered Meter Tampering and will result in disconnection of service without further notice.

You are once again directed immediately to restrict your water use as directed in the District's first notice to you. You have been directed to do so _____ previously. **Additional penalties will be assessed for additional violations. In addition to these penalties, YOUR WATER SERVICE WILL BE TERMINATED FOR A PERIOD OF THREE (3) DAYS FOR ANY ADDITIONAL VIOLATIONS regardless of whether you pay the penalties assessed for these violations.**

Your prompt attention to this matter will be appreciated by the _____ District
and other customers.

District Official _____

SECTION J.
6.

SAMPLE

**NOTICE OF TERMINATION DUE TO _____ DISTRICT
DROUGHT CONTINGENCY & EMERGENCY WATER DEMAND
MANAGEMENT PLAN**

DATE: _____

FROM: _____, Manager, _____ District

TO: _____, you are hereby notified that on ____ it was determined that you violated the restrictions on your water use that are required under the District's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

There have been repeated violations. You previously have been notified of violations on _____, _____, and _____. Because these violations have continued, and as provided under Section H of the District's Service Policy, your water service will be terminated on _____.

If any penalties or other charges, including monthly bills, are outstanding, you will be required to fully pay these as well before your service will be restored.

Your service will be restored on _____ but only if payment of any delinquent penalties and other assessments have been paid, including a charge for the service call to restore your service. Additional violations thereafter will result in additional suspensions of your water service.

We regret that your continued violation of the water use restrictions required under the District's Drought Contingency and Emergency Water Demand Plan have led to this action.

SECTION J.

SAMPLE

**_____ DISTRICT
NOTICE OF PROHIBITION OF MULTIPLE CONNECTIONS
TO A SINGLE TAP**

DATE: _____

FROM: _____, District Official for _____ District

TO: _____, you are hereby notified that _____ District (“District”) has sufficient reason to believe a Multiple Connection exists on your property at _____ in violation of the District Policy, Section E. 22. Prohibition of Multiple Connections. Pursuant to the policy, no more than one (1) residential, commercial, or industrial service connection is allowed per meter or sewer tap.

The District shall discontinue service under the Disconnection with Notice provisions of the District’s policy if the multiple connections are not rectified within _____ (days or date).

See 16 Texas Administrative Code (TAC) Chapter 24, Section 24.89 (a)(4).

Corporation Official _____

Title _____

SECTION J.
7.

SAMPLE

DISTRICT DEFERRED PAYMENT AGREEMENT

By execution of this Agreement, the undersigned Customer agrees to payment of outstanding debt for water utility service as set forth below:

Customer agrees to pay \$ _____ per month, in addition to current monthly water utility service rates, fees, and charges, as set forth in the District's Service Policy, until the account is paid in full. Any fees normally assessed by the district on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the District's disconnection procedures as set forth in the District's Service Policy unless other satisfactory arrangements are made by the Customer and approved by the District's authorized representative.

Customer

Date

District Authorized Representative

SECTION J.
8.

SAMPLE

_____DISTRICT LINE EXTENSION REFUND AGREEMENT

The _____ District Board affirms that _____ will be compensated as provided in this Refund agreement approved at the regular board meeting on the _____ day of _____, 20____, on a prorated basis for construction costs for the _____ feet of _____ inch line extension which have been paid by _____. This will be collected from all approved applicants requesting service from said line extension, to a maximum of _____ connections for a period not to exceed _____ years from the _____ day of _____ in the year of _____ (date the line extension was completed and/or approved for service) after which time the Refund Agreement will expire and the District shall be under no further obligation to _____. The District shall transfer said compensation within _____ days of receipt.

It is the understanding that the District will secure this compensation through new customer service fees from applicants for service from said line extension, and from no other sources. Accordingly, the compensation provided by this Refund Agreement will be modified automatically in the event any applicant requesting service from said line extension obtains a final administrative or judicial determination limiting the amount the District may charge applicants for service from said line extension.

This agreement entered into on the _____ day _____ in the year of _____ by:

District

Signed by President

Signed by Applicant

address

address

city zip

city zip

Witness

Date filed: ____/____/____

THE STATE OF TEXAS, COUNTY OF _____ IN WITNESS WHEREOF the said Applicant and President of _____ DISTRICT have executed this instrument this _____ day of _____, 20____. BEFORE ME, the undersigned, a Notary Public in and for _____ County and State of Texas, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20____.

(Notary Public Signature)

Commission Expires _____

SECTION J.

9.

SAMPLE

**_____DISTRICT METER TEST AUTHORIZATION
AND TEST REPORT**

NAME: _____

ADDRESS: _____

DATE OF REQUEST: _____ PHONE NUMBER (DAY): _____

ACCOUNT NUMBER: _____ METER SERIAL NUMBER: _____

REASONS FOR REQUEST: _____

Customers requesting a meter test may be present during the test, but if not, Customer shall accept test results shown by the District. The test shall be conducted in accordance with the American Water Works Association standards and methods on a certified test bench or on-site with an acceptable certified test meter. Customer agrees to pay \$____.00 for the meter test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service charges. In the event that the Customer is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Customer after the date of the test.

Signed by Customer

TEST RESULTS

Low Flow (1/4 GPM) _____ % AWWA Standard 97.0 - 103.0 %

Intermediate (2 GPM) _____ % AWWA Standard 98.5 - 101.5 %

High Flow (10 GPM) _____ % AWWA standard 98.5 - 101.5 %

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

Meter tests accurately; no adjustments due.

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

Meter tests low; no adjustment due.

Test conducted by _____ Approved

SECTION J.
10.

SAMPLE

**NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND
SERVICE EXTENSION POLICY OF
_____ DISTRICT**

Pursuant to Chapter 13.2502 of the Texas Water Code, _____ Special Utility District hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of _____ Special Utility District, Certificate of Convenience and Necessity No. _____, in _____ County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with [title of subdivision service extension policy stated in the service policy] (the "Subdivision Policy") contained in _____ Special Utility District's service policy.

_____ Special Utility District is not required to extend retail water or sewer utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Applicable elements of the Subdivision include:

Evaluation by _____ Special Utility District of the impact a proposed subdivision service extension will make on _____ Special Utility District's water supply/sewer service system and payment of the costs for this evaluation;

Payment of reasonable costs or fees by the developer for providing water supply/sewer service capacity;

Payment of fees for reserving water supply/sewer capacity;

Forfeiture of reserved water supply/sewer service capacity for failure to pay applicable fees;

Payment of costs of any improvements to _____ Special Utility District's system that are necessary to provide the water/sewer service;

Construction according to design approved by _____ Special Utility District and dedication by the developer of water/sewer facilities within the subdivision following inspection.

_____ Special Utility District's Service Policies and a map showing _____ Special Utility District's service area may be reviewed at _____ Special Utility District's offices, at [address of the special utility district]; the service policy and service area map also may be filed of record at the Public Utility Commission in Austin, Texas and may be reviewed by contacting the PUC, Central Records at 512-936-7180 for assistance.

SAMPLE

_____ DISTRICT NOTICE OF RETURNED CHECK

TO:

DATE:

CHECK NUMBER:

AMOUNT OF CHECK:

Your check number _____ in the amount of \$ _____, dated _____ 20 __, has been returned to us by your bank. Please replace the check within ten days from the date of this notice with cash, money order or certified check. Include the charges listed below to avoid disconnection of water/wastewater service at;

Address of Service

Account #

1. Original amount billed - _____
2. Late fees - _____
3. Return check fee _____
- Total Due - _____ \$ _____

If you have any questions, please contact District Management at _____

District Management

SAMPLE

EASEMENT DENIAL LETTER AND AFFIDAVIT

Date

(Name of Property Owner
and Property Owner's
Address)

VIA: First Class Mail and Certified Mail, Return Receipt Requested No. _____

Dear _____:

_____ District (District) has requested an easement for a water/sewer distribution system across your property. To date, you have not provided such easement. It is now necessary that the requested easement be granted or refused by you, and the District is asking that you do so within thirty (30) days after receipt of this notice. A copy of the requested easement is enclosed with this notice.

If the District does not receive a completed easement within the 30 days specified, the District will consider this failure to be a denial of easement on your part and the District will complete and sign a copy of this notice to be retained in the District's records for future water/sewer service to your property.

If at some future time you (or another owner of your property or any portion of your property) requests water/sewer service, the District will require an easement before water/sewer service will be provided, as authorized by Section 49.218(d) - (f) of the Texas Water Code. At that time, and in addition to other costs required for water/sewer service, the District will require payment of all reasonable costs for relocation or construction of the water/sewer distribution system along the easement that will be provided. (The District's Engineer estimates this cost to be \$_____, as reflected in the attached. This cost could be greater in the future.) You may wish to consult your attorney as to whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.

If you need any clarification on this matter or wish to discuss any aspects of the enclosed easement, please contact our office: [office address, phone number].

We appreciate your attention to this matter.

Sincerely,

[appropriate signature]

SECTION J.
12SECTION J.
10..
SAMPLE

ACKNOWLEDGEMENT OF REFUSAL

I, _____, hereby refuse to provide the easement requested by _____ District for authority to construct/operate a water/sewer distribution system across my property.

AFFIDAVIT

Being duly sworn upon my oath, I hereby certify that this is a true copy of the document and attached easement sent by certified mail to _____ on _____, and a signed receipt verifying delivery and acceptance is attached to this Affidavit [ALTERNATIVE: and the return noting refusal to accept or verify delivery is attached to this Affidavit]. This Affidavit will be maintained as a part of the records of _____ District. I further certify that a signed easement or signed Acknowledgement of Refusal was not received within thirty days following receipt by _____. I further attest that the District's engineer has provided _____ a current estimate of the cost (copy attached) for replacing/constructing the water/sewer distribution system within the requested easement (which cost may increase in the future).

[name]

[position with District]

Date: _____

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT was acknowledged before me on _____, 20____,
by _____.

(SEAL)

Notary Public, _____ County, Texas
My Commission Expires: _____.

SECTION J.
12SECTION J.
10..

SAMPLE

RELEASE OF EASEMENT

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

_____ District, operating under the authority of Chapters 49 and 65 (*for special utility districts only*) of the Texas Water Code (“_____ District”), is the legal and equitable owner and holder of the easement described and recorded in Volume _____, Page _____ of the _____ County Deed Records (the “Easement”), covering the real property described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”).

NOW, THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, _____ District hereby RELEASES and DISCHARGES the Property from the rights, titles and interests covering such Property held by _____ District by virtue of the Easement and hereby RELEASES and TERMINATES the Easement to the extent it covers the Property. This Release of Easement shall in no way obligate nor require _____ District to physically remove the waterlines or pipelines currently located in the Property pursuant to the Easement.

EXECUTED as of the _____ day of _____, 20__.

_____ DISTRICT
a Texas Water District

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, the _____ of _____ District, operating under the authority of Chapters 49 and 65 of the Texas Water Code, on behalf of said district.

[SEAL]

Notary Public, State of Texas

EXHIBIT "A"

THE PROPERTY

After recording, return to:
(owner's name and address)

SECTION J.
13.

SAMPLE

**DISTRICT EQUIPMENT
AND LINE DEDICATION AGREEMENT**

I, _____ (Transferor - Name of person, entity, corp., or other), having complied with the _____ District's Developer, Subdivision, and Non-Standard Service Requirements Policy, do hereby dedicate, transfer and assign to the _____ District all rights and privileges to and ownership of said equipment and or line(s) installed as a condition of service this equipment and or line(s) being described in the Non-Standard Service Agreement between the District and Transferor and the Non-Standard Service Contract of _____ (date) including any amendments thereto and being further described as follows: (or see Attachments) _____

The _____ District through its designated representative having agreed to accept the equipment and or line(s) as previously described on the ____ day of _____, 20___. The District shall hold harmless, _____ (name of person, entity etc.) from this day forward any costs for repairs or maintenance of said equipment and or line(s), notwithstanding any warranty or bond for said repairs as per the Non-Standard Service Contract/Agreement.

This agreement entered into on the ____ day of _____ in the year of _____ by:

_____ District

_____ Transferor

District Representative's Signature

Transferor's Signature

Address

Address

City

Zip

City

Zip

THE STATE OF TEXAS, COUNTY OF _____

IN WITNESS WHEREOF the said Transferor and the District Representative have executed this instrument this _____ day of _____, 20__.

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 20__.

Signature of Notary Public

SECTION J.
14.

SAMPLE

**_____ DISTRICT
TERMINATION NOTICE FOR NON-PAYMENT**

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED TERMINATION:

You are hereby advised that the delinquent status of your account is jeopardizing the continuation of your water/sewer utility service. If our office does not receive payment within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for new service and pay all applicable costs under the terms of the District's Service Policy. If you have no intention of retaining our service, please make sure the service line is capped. We will not cap your line for you but will remove the meter regardless of the circumstances.

DISTRICT OFFICIAL

SECTION J.

SAMPLE

**_____ DISTRICT
CUSTOMER REQUEST FOR SERVICE DISCONTINUANCE**

I/Business Name _____, hereby request that my water or sewer service account number _____ located at _____, be disconnected from _____ District service on _____ 20____ and that my deposit be refunded. I understand that if I should ever want my service reinstated I may have to reapply for service as a new customer and I may have to pay all costs as indicated in the re-service provisions in the current copy of the District Service Policy.

Charges for water or sewer service will terminate when this signed statement is received by the _____ District office. I understand and agree that a fee will be incurred for the processing of this transaction and will be deducted from the deposit in addition to final water, sewer and service trip charges.

(Residential account)

If applicable, I further represent to the District that my spouse joins me in this request and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse as a joint owner of the aforementioned property.

Signature

Date

(Commercial account)

I further represent to the District that I am the duly authorized representative of _____ and have full authority to execute this Request for Service Discontinuance on behalf of said business.

Signature

Date

SECTION J.
15.

SAMPLE

**DEDICATION, BILL OF SALE AND ASSIGNMENT
(Developer Form)**

THE STATE OF TEXAS

§
§
§
§
§
§
§

COUNTY OF _____

KNOW ALL BY THESE PRESENTS

This Dedication, Bill of Sale and Assignment is entered into and effective as of _____, 20____, by and between _____ District (“District”) and _____ (“Developer”).

RECITALS:

District and Developer have previously entered into a Non-Standard Service Agreement dated _____ (the “Agreement”). Pursuant to Section ____ of the Agreement, Developer has agreed to dedicate and convey to District the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the _____ Subdivision, a subdivision in _____ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit “A” hereto (the “Facilities”), and all other capacity, contracts, rights, interests, easements, rights-of-way, permits, licenses, approvals, documents, warranties and other matters, if any, related to the Facilities as more particularly described in Exhibit “B” hereto (the “Related Rights”).

The Facilities and the Related Rights are collectively referred to as the “Transferred Properties.”

DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto District and District’s successors and assigns, the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto, and Developer does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto District, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Pursuant to Section _____ of the Agreement, Developer specifically assigns to District the following maintenance contract(s): _____ (a copy of which is attached hereto as Exhibit "C").

EXECUTED AND EFFECTIVE as of the date first written above.

DEVELOPER:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

THE COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ [DEVELOPER]

Notary Public - State of Texas

(Seal)

Printed Name: _____

My Commission Expires: _____

AFTER RECORDING RETURN TO:

_____ District

_____, Texas _____

SECTION J.
16.

SAMPLE

**DEDICATION, BILL OF SALE AND ASSIGNMENT
(Individual Service Form)**

THE STATE OF TEXAS

§
§
§
§
§
§
§

COUNTY OF _____

KNOW ALL BY THESE PRESENTS

This Dedication, Bill of Sale and Assignment is entered into and effective as of _____, 20__, by and between _____ District (“District”) and _____ (“Customer”).

RECITALS:

District and Customer have previously entered into that certain Non-Standard Service Agreement dated _____ (the “Agreement”). Pursuant to Section ____ of the Agreement, Customer has agreed to dedicate and convey to District the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the Customer’s property located at _____, in _____ County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit “A” hereto (the “Facilities”), and all easements, rights-of-way and permits, licenses or approvals, if any, related to the Facilities as more particularly described in Exhibit “B” hereto (the “Related Rights”).

The Facilities and the Related Rights are collectively referred to as the “Transferred Properties.”

DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto District and District’s successors and assigns the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Customer does hereby bind himself/herself, his/her successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto District, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SECTION J.

SAMPLE

**AGREEMENT TO PROVIDE FILL FOR CERTAIN
FIRE APPARATUS IN DESIGNATED AREAS**

STATE OF TEXAS

_____ COUNTY

This Agreement (“Agreement”) is executed by and between _____ Volunteer Fire Department (“Department”), an emergency service organization, and _____ (“District”), a district created by authority of either Sections 52(b)(1) and (2), Article III, or Section 59, Article XVI, Texas Constitution and operating under Chapter 49 of the Texas Water Code for the purposes and consideration set forth herein.

RECITALS

WHEREAS Department is a volunteer fire department organized and operating within the meaning of Texas Civil Practice & Remedies Code Section 78.101(2); and

WHEREAS the District is organized and operating under the provisions of Chapter 49, Texas Water Code, and furnishes a water supply in _____ County and specifically in the area described in Public Utility Commission (“PUC”) Certificate of Convenience and Necessity No. _____; and

WHEREAS District acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS District’s service policy expressly provides that District does not provide fire flow and does not provide or imply that fire protection is available on any of District’s distribution system; and

WHEREAS District is willing to assist Department by making water available for the purpose of filling Department’s pump trucks (“pump and fill” purposes) without making any guarantee to Department or to any third party that water or pressure adequate for pump and fill purposes will be available at any time or under any circumstance; and

WHEREAS Department desires to utilize District’s water supply for pump and fill purposes within the area described herein and under the conditions set forth herein;

NOW, THEREFORE, Department and District enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another:

PARTIES

1.1 This Agreement is entered into by and between _____ Volunteer Fire Department, domiciled and conducting business in _____ County, Texas, and _____ District, domiciled and conducting business in _____ County, Texas.

PROVISION OF FILL WATER

2.1 District will make available to Department the use of certain flush hydrant facilities located on water transmission lines operated by District in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of “Fire Pump and Fill Facilities” (“Map”) which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department will use only those facilities installed and maintained by District which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 District will install or maintain pump and fill facilities solely within District’s discretion, and the Department has no responsibility for installation or maintenance of such facilities.

2.4 In accordance with the laws of the State of Texas, the District will maintain a minimum static residual pressure of 35 pounds per square inch (“psi”) during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Department will notify District prior to use of any designated pump and fill facility to the extent Department reasonably is able to do so by calling the District’s management. The District acknowledges that in the event of emergencies, it may not be feasible for the Department to provide prior notice, in which case notification shall be provided as soon as practicable.

2.6 No obligation other than the duties set forth in this Agreement are recognized nor are any obligations or duties to be implied under this Agreement. No duty or obligation on the part of District to provide fire flow or a supply of water under any minimum pressure or for any length of time may be implied under the provisions of this agreement.

2.7 The duties set forth under this Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.8 The Department will supply a monthly water usage to the District for the sole purpose of assisting District in accounting for District’s water supply.

2.9 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of “free” water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

COMPENSATION

3.1 Department will not be charged for use of District's water supply for pump and fill for fire suppression purposes. Department will be charged for water used for any other purpose.

TERMINATION OF AGREEMENT

4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether any such obligation is express or implied.

MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

The address for the District for all purposes under this Agreement shall be:

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

_____ District _____ Volunteer Fire Department

By: _____
Title: _____
Attest: _____
Date: _____

By: _____
Title: _____
Attest: _____
Date: _____

SECTION J.

SAMPLE

AGREEMENT TO PROVIDE FIREFLOW IN DESIGNATED AREAS

STATE OF TEXAS

_____ COUNTY

This Agreement (“Agreement”) is executed by and between _____ Volunteer Fire Department (“Department”), an emergency service organization, and _____ (“District”), a district created by authority of either Sections 52(b)(1) and (2), Article III, or Section 59, Article XVI, Texas Constitution and operating under Chapter 49 of the Texas Water Code, for the purposes and consideration set forth herein.

I. RECITALS

WHEREAS Department is a volunteer fire department organized and operating within the meaning of Section 78.101(2), Civil Practice & Remedies Code; and

WHEREAS District is organized and operating under the provisions of Chapter 49, Texas Water Code, and furnishes a water supply in _____ County and specifically in the area described in Public Utility Commission (“PUC”) Certificate of Convenience and Necessity No. _____; and

WHEREAS District acknowledges the benefits of fire suppression services provided by Department and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Department desires to utilize District’s water supply for fire suppression purposes within the area [through the facilities] and under the conditions set forth herein;

NOW, THEREFORE, Department and District enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and consideration are sufficient for purposes of this Agreement and are mutually beneficial to one another:

I. PARTIES

1.1 This Agreement is entered into by and between _____ Volunteer Fire Department, domiciled and conducting business in _____ County, Texas, and _____ District, domiciled and conducting business in _____ County, Texas.

II. PROVISION OF FIREFLOW

2.1 District will make available to Department the use of fire hydrants located on water transmission facilities operated by District in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of “Fire Flow Facilities” (“Map”) which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department will use only those fire hydrants installed and maintained by District which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 District will install fire hydrants that are compatible with Department’s fire suppression vehicles and equipment, and Department will review and approve the selection of fire hydrants prior to District’s installation.

2.4 In accordance with the laws of the State of Texas, the District will maintain a minimum static residual pressure of 35 pounds per square inch (“psi”) during normal flow and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 District will notify Department prior to any interruption in water flow through the transmission facilities (or as soon as District is aware of any interruption due to unforeseen circumstances).

2.6 Department will notify District prior to use of any fire hydrant to the extent Department reasonably is able to do so. District acknowledges that in the event of emergencies, it may not be feasible for Department to provide prior notice, in which case notification shall be provided as soon as practicable.

2.7 No obligation other than the duties set forth in this Section II of the Agreement are recognized nor are any obligations or duties to be implied under this Agreement.

2.8 The duties set forth under this Section II of the Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.9 The Department will supply a monthly water usage to the District for the sole purpose of figuring the District’s water loss.

2.10 The Department will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of “free” water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

III. COMPENSATION

3.1 Department will not be charged for use of District's water supply for fire suppression purposes. Department will be charged for water used for any other purpose.

IV. TERMINATION OF AGREEMENT

4.1 Either party to this Agreement may terminate this Agreement at any time, with or without cause.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether such obligation(s) is express or implied.

V. MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or effect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

The address for the District for all purposes under this Agreement shall be:

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

_____ District _____ Volunteer Fire Department

By: _____
Title: _____
Attest: _____
Date: _____

By: _____
Title: _____
Attest: _____
Date: _____

SAMPLE

Customer Service Inspection Certificate

General Instructions:

The purpose of this form is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per *Title 30 of the Texas Administrative Code (30 TAC) 290.46(j)(4)*. The form can be completed one of two ways:

- The form can be printed and completed manually, or;
- The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.).
The yellow areas on the form can be completed electronically.

NOTE: *The form is intended to be completed on-site while the inspection is occurring. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.*

The form must be printed and signed by the Inspector that performed the work. The hardcopy original or a copy must be provided to the Public Water System (PWS) for record keeping purposes as specified in *30 TAC §290.46(f)(3)(E)(iv)*.

Specific Instructions:

Please follow these instructions when completing the form.

1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an "X" in the box.
2. Remarks: The "Remarks" section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.
3. Due to there being three (3) different licensed individuals that can fill out this form: TCEQ Licensed Customer Service Inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement. Please provide your title.

(please keep in mind these forms regularly are updated by TCEQ)

Customer Service Inspection Certificate

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection:	
New construction	☐
Existing service where contaminant hazards are suspected	☐
Material improvement, correction or expansion of distribution facilities	☐

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

Compliance	Non-Compliance		
☐	☐		No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
☐	☐		No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
☐	☐		No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
☐	☐		No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
☐	☐		Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
☐	☐		No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:	Lead ☐	Copper ☐	PVC ☐	Other ☐
Solder:	Lead ☐	Lead Free ☐	Solvent Weld ☐	Other ☐

Remarks:	

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name(Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	/

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

SECTION J.

Sample

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

General Instructions:100

The purpose of this form the Backflow Prevention Assembly Test and Maintenance Report (T&M Form) is to document the results of testing a backflow prevention assembly. The form can be completed in one of two ways:

- The form can be printed and completed by hand, or
- The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.). The yellow areas on the form can be completed electronically.

NOTE: *The form is intended to be completed on-site while testing is occurring. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.*

The form must be printed and signed by the Licensed Tester that performed the work, unless TCEQ approved electronic recording keeping is in use. The hardcopy original must be provided to the Public Water System (PWS) as specified in ***Title 30 of the Texas Administrative Code 290.44(h)(4)(c).***

Specific Instructions:

Please follow the instructions below when completing the form:

4. Check boxes: If completing the form electronically, all check boxes can be selected to make the desired indication. Selecting a box will insert an “X” in the box.
5. When performing the test, if the “Initial Test” yields acceptable results, do not complete the “Repairs and Materials Used**” or “Test After Repairs” rows on the form.
6. Remarks: If completing the form electronically, the “Remarks” section of the form is expandable, which means the final report can be more than one page. All pages of the T&M Report must be submitted to the water system.
7. Testing completed by a licensed tester must be documented on one form. Any follow-up testing performed by a different tester must be documented on a separate form.

Things to remember:

1. Differential pressure gauges:
 - a. In order to prevent contamination, gauges used on potable water backflow prevention assemblies must **not** be used to test non-potable backflow prevention assemblies.
 - b. Gauges need to be tested for accuracy annually and that date plus the serial number and other gauge information must be correctly recorded on the form. This allows Public water systems to ensure that the gauges are in compliance.

2. Annual testing of backflow prevention assemblies (those installed to protect against health hazards) or differential pressure gauges is to occur no more than 12 months from the last test date.
3. A tester's license is based on the testing procedures described in the University of Southern California's 10th edition manual. These procedures are expected to be used when testing backflow prevention assemblies.

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the public water supplier for recordkeeping purposes:

NAME OF PWS:	
PWS ID#:	
PWS MAILING ADDRESS:	
PWS CONTACT PERSON:	
ADDRESS OF SERVICE:	

The backflow prevention assembly detailed below has been tested and maintained as required by commission regulations and is certified to be operating within acceptable parameters.

TYPE OF BACKFLOW PREVENTION ASSEMBLY (BPA):

☐	Reduced Pressure Principle (RPBA)	☐	Reduced Pressure Principle-Detector (RPBA-D)
☐	Double Check Valve (DCVA)	☐	Double Check-Detector (DCVA-D)
☐	Pressure Vacuum Breaker (PVB)	☐	Spill-Resistant Pressure Vacuum Breaker (SVB)

Manufacturer:		Size:	
Model Number:		BPA Location:	
Serial Number:		BPA Serves:	

Reason for test:	New ☐	Existing ☐	Replacement ☐	Old Model/Serial #
Is the assembly installed in accordance with manufacturer recommendations and/or local codes?				☐ Yes ☐ No
Is the assembly installed on a non-potable water supply (auxiliary)?				☐ Yes ☐ No

	Reduced Pressure Principle Assembly (RPBA)			PVB & SVB	
	DCVA		Relief Valve	Air Inlet	Check Valve
	1 st Check	2 nd Check***			
Initial Test Date: _____ Time: _____	Held at ____ psid Closed Tight ☐ Leaked ☐	Held at ____ psid Closed Tight ☐ Leaked ☐	Opened at ____ psid Did not open ☐	Opened at ____ psid Did not open ☐ Did it fully open (Yes ☐ /No ☐)	Held at ____ psid Leaked ☐
Repairs and Materials Used**					
Test After Repair Date: _____ Time: _____	Held at ____ psid Closed Tight ☐	Held at ____ psid Closed Tight ☐	Opened at ____ psid	Opened at ____ psid	Held at ____ psid

*** 2nd check: numeric reading required for DCVA only

Differential pressure gauge used:	Potable: ☐	Non-Potable: ☐
Make/Model:	SN:	Date tested for accuracy :

Remarks:	

Company Name:		Licensed Tester Name (Print/Type):	
Company Address:		Licensed Tester Name (Signature):	
Company Phone #:		BPAT License #	
		License Expiration Date:	

The above is certified to be true at the time of testing.

* TEST RECORDS MUST BE KEPT FOR AT LEAST THREE YEARS [30 TAC §290.46(B)]

** USE ONLY MANUFACTURER'S REPLACEMENT PARTS

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the public water supplier for recordkeeping purposes.

TEST RESULT
PASS ☐
FAIL ☐

	1st Check		2nd Check		
--	-----------	--	-----------	--	--

SECTION J.

NOTICE OF RATE INCREASE

The _____ (“District”) Board of Directors held a public meeting on _____ (date) and voted to increase the monthly rates for water/sewer service for all customers. (insert reason for rate increase including measures the District took to justify the increase such rate analysis, etc.)

The new rates will take effect 30 days after this board decision, on _____ (date) and the new monthly charges will begin starting with the _____ (month) billing. The rate changes are as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	NEW MONTHLY RATE	OLD MONTHLY RATE
5/8" X 3/4"	1.0	\$_____.00	\$_____.00
3/4"	1.5	\$_____.00	\$_____.00
1"	2.5	\$_____.00	\$_____.00
1 1/2"	5.0	\$_____.00	\$_____.00
2"	8.0	\$_____.00	\$_____.00
3" DISP.	9.0	\$_____.00	\$_____.00
3" CMPD.	16.0	\$_____.00	\$_____.00
3" TURB.	17.5	\$_____.00	\$_____.00
4" CMPD.	25.0	\$_____.00	\$_____.00
4" TURB.	30.0	\$_____.00	\$_____.00
6" CMPD.	50.0	\$_____.00	\$_____.00
6" TURB.	62.5	\$_____.00	\$_____.00
8" CMPD.	80.0	\$_____.00	\$_____.00

Water Gallonage charge

\$_.00 per __,000 gallons for 0 to __,000 gallons
\$_.00 per __,000 gallons for __,000 gallons to __,000 gallons
\$_.00 per __,000 gallons for __,000 gallons and over

NEW MONTHLY

\$_____.00
\$_____.00
\$_____.00

CURRENT MONTHLY

\$_____.00
\$_____.00
\$_____.00

Sewer rate

NEW MONTHLY

\$_____.00

CURRENT MONTHLY

\$_____.00

For more information about the rate increase, please contact the District at XXX-XXX-XXXX or in person at our main office XXX Street, _____.