

e. The Corporation shall require each member to provide a cut-off valve on the member's side of the meter for purposes of isolation the member's service pipeline and plumbing facilities from the Corporation's water pressure. The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. any damage to the Corporation's equipment shall be subject to service charges.

SECTION F: .SERVICE EXTENSION POLICY

## SECTION 7. NON-STANDARD SERVICE REQUIREMENTS

1. Corporation's Limitations All Applicants shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness.

2. Purpose. The purpose of this Section is to govern agreements and service procedures for subdivisions, additions to subdivisions, or developments where service to more than one tract is necessary; and/or additional piping, service facilities, etc. are required to accommodate individual, multiple, commercial, or industrial Applicants. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard.

3. Application of Rules. This Section may be altered or suspended when applied to planned facility expansions for which the Corporation extends its indebtedness. The Board of directors of the corporation shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

4. Non-Standard Service Application. The Applicant shall meet the following requirements prior to the initiation of a Service contract by the Corporation:

a. The Applicant shall provide the Corporation a completed Service Application And Agreement giving special attention to the item on SPECIAL SERVICE NEEDS OF THE APPLICANT.

b. A final plat approved by the Corporation must accompany the application showing the Applicant's requested service area. The plat must be approved by all regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such regulatory authorities shall be submitted with the plat. Applicant's for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

c. At the time the Applicant tenders the Application, a Non-Standard Service Investigation Fee (See Section 6) to cover initial administrative, legal, and engineering fees shall be paid to the Corporation. the balance of actual expenses shall be refundable to the Applicant and any additional expenses incurred as a result of efforts by the Corporation to study service requirements of the Applicant shall be paid by the Applicant.

d. If after the service investigation has been completed, the corporation determines that the Applicant's service request is for property outside the Corporation's Certificated Service Area of Public Convenience and Necessity, service may be extended provided that:

(1) The service location is contiguous to or within one-fourth (1/4) mile of the Corporation's Certificated Service Area of Public convenience and necessity;

(2) The service location is not in an area receiving similar service from another utility; and

(3) The service location is not within the Area of Public convenience and necessity of another similar utility.

5. Design. The Corporation shall study the design requirements of the applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:

a. The Corporation's Consulting Engineer shall design all service facilities for the Applicant's requested services within the corporation's specifications or within certain codes and specifications of neighboring municipalities for all Non-Standard Service applications which lie within a five (5) mile margin around the boundaries of municipalities having jurisdiction over such design criteria (municipalities with a population greater than five thousand [5,000]).

b. The Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided however, that the actual costs of the Engineer's services do not exceed the amount of the Non-Standard Service Investigation Fee allotted for engineering services. If the applicant's services exceed the allotted fee, the Applicant shall pay the balance of engineering fees prior to commencing with the service investigation.

c. The Consulting Engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.

d. If no local authority imposes other design criteria on the applicant's service request, the Corporation's Engineer shall design all facilities for any Applicant to meet the demand for service as platted and/or requested in the plans or plat submitted in application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands, provided however, that the Corporation pays the expense of such upgrading above the applicant's facility requirements.

6. Non-Standard Service Contract. All applicants requesting or requiring Non-Standard Service shall enter into a written contract, drawn up by the Corporation's Attorney, in addition to submitting the Corporation's Service Application and Agreement. Said contract shall define the terms of service prior to construction of required service facilities. Guidelines for the service contract may include, but are not limited to:

a. Definition of all costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.

b. Definition of procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.

c. Definition of Service Availability Fee required by the Corporation in addition to the other costs required under this Section.

d. Definition of monthly Reserved Service Charges as applicable to the service request.

e. Definition of terms by which reserved service shall be provided to the Applicant and duration of reserved service with respect to the impact the Applicant's service request will have upon the Corporation's system capability to meet other service requests.

f. Definition of terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Front-end Capital Contributions.

g. Definition of terms by which the Corporation shall administer the applicant's project with respect to:

- (1) Design of the Applicant's service facilities;
- (2) Securing and qualifying bids;
- (3) Execution of the Service Agreement;
- (4) Selection of a qualified bidder for construction;
- (5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
- (6) Inspecting construction of facilities; and
- (7) Testing facilities and closing the project.

h. Definition of terms by which the Applicant shall indemnify the Corporation from all third party claims or lawsuit in connection with the project contemplated.

i. Definition of terms by which the applicant shall deed all constructed facilities to the Corporation and by

which the Corporation shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.

j. Definition of terms by which the Applicant shall grant title or easement for right-of-ways, constructed facilities, and facility sites and/or terms by which the applicant shall provide for the securing of required right-of-ways and sites.

k. Definition of terms by which the Board of Directors shall review and approve the Service contract pursuant to current rules, regulations, and bylaws.

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

a. If the Corporation determines that right-of-way easements or facility sites outside the applicant's property are required, the Corporation shall require the applicant to secure easements or title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant.

b. All facilities required to be installed in public right-of-ways in behalf of the applicant, due to inability to secure private right-of-way easements, shall be subjects to costs equal to the original cost of facility installation for those facilities in public right-of-ways or subject to the cost of installation under state condemnation procedures, whichever is most desired by the Applicant.

c. The Corporation shall require an exclusive dedicated right-of-way on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site facilities.

d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipeline and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant.

8. Bids For Construction. The Corporation's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge, to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest and best bidder in accordance with the following criteria:

a. The Applicant shall sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;

b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;

c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;

d. The Contractor shall supply favorable references acceptable to the Corporation;

e. The Contractor shall qualify with the Corporation as competent to complete the work, and

f. The contractor shall provide adequate certificates of insurance as required by the Corporation.

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

10. Construction.

a. All road work pursuant to country and/or municipal standards (if 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 during construction of Applicant's facilities.

b. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure that Corporation standards are achieved.

c. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to change-order any specifications due to unforeseen circumstances during the design phase, to better facilitate operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.



SECTION G: RATES AND SERVICE FEES

## SECTION G: RATES AND SERVICE FEES

Unless specifically defined in this Tariff, all fees, rates, and charges as herein stated shall be non-refundable. See the attached exhibit #14.

1. Service Investigation Fee. The Corporation shall conduct a service investigation for each service application submitted at the Corporation office. An initial determination shall be made by the Corporation, 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 without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.

b. All Non-Standard Service requests shall be subject to a fee, unique to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant, to provide cost estimates of the project, to present detailed plans and specification as per final plat, to advertise and accept bids for the project, to present a Non-Standard Service Contract to the Applicant, and to provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.)

2. Membership Fee. At the time the application for service is approved, a Membership Fee of \$100.00 must be paid for each lot/tap or meter equivalent before service shall be provided or reserved for the Applicant by the Corporation.

3. Easement Fee. When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the applicant, the Applicant shall be required to secure easements on behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant.

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

a. Standard Service shall include all current labor, materials, engineering, legal, and administrative costs necessary to provide individual metered service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.

b. Non-Standard Service shall include any and all construction labor and materials, administration, legal, and engineering fees, as determined by the Corporation under the rules of Section F of this Tariff.

c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocation as per Section E.1.C.(6) of this Tariff.

5. Service Availability Fee. In addition to the Membership Fee, each Applicant shall be required to contribute capital in an amount projected to defray the cost of up-grading system facilities to meet growth demands created by adding customers. This fee shall be assessed immediately prior to providing or reserving service on a per residential meter equivalent basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested. The formula applied to such fee is as follows:

METER SIZE	SERVICE AVAIL. FEE
5/8" X 3/4"	See
1"	Rate
1 1/2"	Schedules
2"	
3"	
4"	
6"	

6. Monthly Charges.

a. Minimum Monthly Charges -- The monthly charge for metered water service, including allowable gallonage, 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) equivalent to the size indicated and is used as a base multiplier for the minimum monthly charge and allowable gallonage. Rates, equivalents, and allowable gallonages are as follows:

METER SIZE	5/8" x 3/4" METER EQUIVALENTS	ALLOWABLE GALLONAGE	MONTHLY RATE
5/8" X 3/4"	1.0		
1"	2.5		
1 1/2"	5.0		See
2"	8.0		Rate
3" C.M.P.D.	16.0		Schedules
4" C.M.P.D.	25.0		
6" C.M.P.D.	50.0		

b. Reserved Service Charges -- The monthly charge for each active account at a specific location for which a meter has not been installed but for which the Corporation and the Applicant have entered into agreement and/or contract for reserved service. This monthly charge will be the minimum monthly rate per meters equivalent plus late charge.

c. In addition to the Minimum Monthly Charge, a gallonage charge shall be added for any gallonage over the allowable gallonage per meter equivalent.

7. Late Payment Fee. A penalty of \$3.00 per billing period shall be made on delinquent bills. This late payment penalty shall be applied to any unpaid balance exceeding one-half (1/2) a Minimum Monthly during any one billing period.

8. Reconnect Fee. The Corporation shall charge a fee of not less than 25.00 nor more than 200.00, (See rate schedule) for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E.3.b.

9. Equipment Damage Fee. If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary for correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the corporation's equipment, right-of-way, or meter shut-off valve, or due to

other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.

10. Customer History Report Fee. A fee of \$5.00 shall be charged to provide a copy of the Members record of past water purchases in response to a Member's request for such a record.

11. Meter Test Fee. The Corporation shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, a charge of \$15.00 shall be imposed on the affected account.

12. Transfer fee. An applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$30.00.

13. Membership Certification Copy Fee. A fee of \$5.00 will be charged to provide a duplicate copy of the Membership Certificate.

14. Exhibit #14. Rate Schedules

LIBERTY HILL WATER SUPPLY CORPORATION  
Williamson County, Texas

**TAP, SERVICE AVAILABILITY & MEMBERSHIP FEES**

(Revised as of May 17, 2007)

(Items Marked \* Are Revised as of July 25, 2010)

Meter Size	Membership Fee	Service Avail. Fee	Tap Fee	Reconnect Fee	Late Charge Fee
5/8" x 3/4"	\$100.00	3,000.00	Cost	\$30.00*	\$6.00*
1"	100.00	7,500.00	Cost	30.00*	6.00*
1 1/2"	100.00	15,000.00	Cost	50.00	6.00*
2"	100.00	24,000.00	Cost	50.00	6.00*
3"	100.00	48,000.00	Cost	75.00	6.00*
4"	100.00	75,000.00	Cost	100.00	6.00*
6"	100.00	150,000.00	Cost	100.00	6.00*

Notes:

Refer to Water Rates Schedule for monthly minimum charge and rate per 1,000 gallons.

Tap Fee cost includes labor and material necessary for connection to adequate water supply line.

Membership fee, service availability fee and tap fee are to be paid prior to water being turned on.

A connect fee will be charged to install meters in boxes already in place. The fee will consist of labor cost necessary to install the meter.

## LIBERTY HILL WATER SUPPLY CORPORATION

## Water Rates Effective July 25, 2010

Meter Size	5/8 x 3/4" Meter Equivalents	Allowable Gallage	Monthly Rate
5/8 x 3/4" meter	1.0	0 gal.	minimum \$25.00 plus Gallage Charges
1" meter	2.5	0 gal.	minimum \$62.50 plus Gallage Charges
1 1/2" meter	5.0	0 gal.	minimum \$125.00 plus Gallage Charges
2" meter	8.0	0 gal.	minimum \$200.00 plus Gallage Charges
3" meter	16.0	0 gal.	minimum \$400.00 plus Gallage Charges
4" meter	25.0	0 gal.	minimum \$625.00 plus Gallage Charges
6" meter	50.0	0 gal.	minimum \$1250.00 plus Gallage Charges

## Gallage Charges

Tier	Usage	Gallage Charge
1	1 - 10,000 gallons	\$3.25/thousand gallons
2	10,001 – 20,000 gallons	\$5.00/thousand gallons
3	over 20,000 gallons	\$6.00/thousand gallons

## Change in Fees

Late Fee increases from \$3.00 to \$6.00

Reconnect Fee increases from \$25.00 to \$30.00

Bad Check Fee increases from \$0.00 to \$25.00

Transfer Fee increases from \$25.00 to \$30.00

**SECTION H:  
DROUGHT CONTINGENCY  
AND  
EMERGENCY WATER DEMAND MANAGEMENT PLAN**



**SECTION H.**  
**DROUGHT CONTINGENCY**  
**AND**  
**EMERGENCY WATER DEMAND MANAGEMENT PLAN**

**1. INTRODUCTION**

The goal of this plan is to cause a reduction in water use in response to drought or emergency conditions so that the water availability can be preserved. Since emergency conditions can occur rapidly, responses must also be enacted quickly. This plan has been prepared in advance considering conditions that will initiate and terminate the rationing program.

A Drought/Emergency Management Committee consisting of two Board Members and the System Manager will monitor usage patterns and public education efforts and will make recommendations to the Board on future conservation efforts, demand management procedures or any changes to this plan. The Committee will develop public awareness notices, bill stuffers, and other methods that will begin and continue as a constant type of reminder that water should be conserved at all times, not just during a drought or emergency. This Committee will also review and evaluate any needed amendments or major changes due to changes in the WSC service area population, distribution system or supply. This review and evaluation will be done on a regular basis of five years unless conditions necessitate more frequent amendments.

The plan will be implemented according to the three stages of rationing as imposed by the Board. Section 4 describes the conditions that will trigger these stages.

**2. PUBLIC INVOLVEMENT**

Opportunity for the public to provide input into the preparation of the Plan was provided by the Board by scheduling and providing public notice of a public meeting to accept input on the Plan. Notice of the meeting was provided to all customers. In the adoption of this plan, the Board considered all comments from customers.

**3. COORDINATION WITH REGIONAL WATER PLANNING GROUP**

Being located within the \_\_\_\_\_ (name of regional water planning area or areas), a copy of this Plan has been provided to that Regional Water Planning Group.

**4. TRIGGER CONDITIONS**

The Drought Emergency Management Committee is responsible for monitoring water supply and demand conditions on a monthly basis (or more frequently if conditions warrant) and shall determine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified triggers are reached. The Committee will monitor monthly operating reports, water supply or storage tank levels and/or rainfall as needed to determine when trigger conditions are reached. The triggering conditions described below take into consideration: the vulnerability of the

water source under drought of record conditions; the production, treatment and distribution capacities of the system, and member usage based upon historical patterns.

**a. Stage I - Mild Condition:** Stage I water allocation measures may be implemented when one or more of the following conditions exist:

- 1) Water consumption has reached 80 percent of daily maximum supply for three (3) consecutive days.
- 2) Water supply is reduced to a level that is only 20 percent greater than the average consumption for the previous month.
- 3) There is an extended period (at least eight (8) weeks) of low rainfall and daily use has risen 20 percent above the use for the same period during the previous year.

**b. Stage II - Moderate Conditions:** Stage II water allocation measures may be implemented when one of the following conditions exist:

- 1) Water consumption has reached 90 percent of the amount available for three consecutive days.
- 2) The water level in any of the water storage tanks cannot be replenished for three (3) consecutive days. Example: The highest recorded water level drops \_\_\_\_\_ ( ) feet or more for \_\_\_\_\_ ( ) consecutive days.

**c. Stage III - Severe Conditions:** Stage III water allocation measures may be implemented when one of the following five conditions exist:

- 1) Failure of a major component of the system or an event which reduces the minimum residual pressure in the system below 20 psi for a period of 24 hours or longer.
- 2) Water consumption of 95 percent or more of the maximum available for three (3) consecutive days.
- 3) Water consumption of 100 percent of the maximum available and the water storage levels in the system drop during one 24-hour period.
- 4) Natural or man-made contamination of the water supply source(s).
- 5) The declaration of a state of disaster due to drought conditions in a county or counties served by the Corporation.
- 6) Reduction of wholesale water supply due to drought conditions.
- 7) Other unforeseen events which could cause imminent health or safety risks to the public.

## 5. STAGE LEVELS OF WATER ALOCATIONS

The stage levels of water allocations are to be placed in effect by the triggers in Section 4. The System shall institute monitoring and enforce penalties for violations of the Drought Plan for each of the Stages listed below. The water allocation measures are summarized below.

**a. Stage I - Mild Conditions**

- 1) Alternate day, time of day, or duration restrictions for outside water usage allowed. (System will notify Customers which restriction is in effect)
- 2) The system will reduce flushing operations.
- 3) Reduction of customers' water use will be encouraged through notices on bills or other method.

**b. Stage II - Moderate Conditions**

Outside watering using landscape irrigation systems, automatic sprinkler systems, and hose-end sprinklers is prohibited at all times. Customers and members can use manually held hoses only during their designated water days and times (no more than once per week). (System will notify Customers which restriction is in effect). The washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment and the filling, refilling, or adding of water to swimming pools and Jacuzzi tubs is prohibited. Charity carwashes are prohibited. Fountains and other ornamental water use devices are also prohibited.

**C. Stage III - Severe Conditions**

- 1) All outside watering prohibited (except for a livestock or other exemption or variance granted under this section).
- 2) Water use may be restricted to a percentage of each member's prior month usage. This percentage may be adjusted as needed according to demand on the system. Notice of this amount will be sent to each customer.
- 3) Corporation shall continue enforcement and educational efforts.

**NOTE:**

- Refer to your water purchase contract for additional restrictions/requirements that may be imposed by stipulations from the wholesale supplier.
- There may be additional restrictions imposed by Governmental Entities.
- Meters will be read as often as necessary to insure compliance with this program for the benefit of all the customers.

**6. INITIATION AND TERMINATION PROCEDURES**

Once a trigger condition occurs, the Corporation, or its designated responsible representative, shall, based on recommendation from the Chairperson of the Drought/Emergency Management Committee, decide if the appropriate stage of rationing shall be initiated. The initiation may be delayed if there is a reasonable possibility the water system performance will not be compromised by the condition. If water allocation is to be instituted, written notice to the customers shall be given.

Written notice of the proposed water allocation measure shall be mailed or delivered to each affected customer upon the initiation of each stage. In addition, upon adoption of Stage II or Stage III, a notice will be placed in a local newspaper or announced on a local radio or television station. The customer notice shall contain the following information:

- a. The date water allocation shall begin
- b. The expected duration
- c. The stage (level) of water allocations to be employed,
- d. Penalty for violations of the water allocation program, and
- e. Affected area or areas.

If the water allocation program extends 30 days then the Chairperson of the Drought/Emergency Management Committee or manager shall present the reasons for the allocations at the next scheduled Board Meeting and shall request the concurrence of the Board to extend the allocation period.

When the trigger condition no longer exists then the responsible official may terminate the water allocations provided that such an action is based on sound judgment. Written notice of the end of allocations shall be given to customers. A water allocation period may not exceed 60 days without extension by action of the Board.

## **7. PENALTIES FOR VIOLATIONS**

- a. First Violation** - The customer/member will be notified by a written notice of their specific violation and their need to comply with the tariff rules. The notice will show the amount of penalty\* to be assessed for continued violations.
- b. Second Violation** - The Corporation will assess a penalty of \$100.00.\*
- c. Subsequent Violations** - The Corporation will assess an additional penalty of \$100.00\* for violations continuing after the Second Violation. The Corporation may also install a flow restricting device in the customer's meter service to limit the amount of water that will pass through the meter in a 24 hour period. The costs of this procedure will be for the actual work and equipment and shall be paid by the customer.
- d. Termination** - The Corporation will terminate service for up to 7 days for continuing violations under this section. Service will remain off until any delinquent penalty \* or other assessment is fully paid including a charge for the service call to restore service.
- e. Termination During Stage II and Stage III Conditions** - During Stage II and Stage III Conditions, violators are subject to immediate disconnection of water service and payment of a \$100.00 penalty and a \$30.00 reconnection fee will be required for reinstatement of service.

**These provisions apply to all customers of the Corporation.**

NOTE: PENALTY \* -- A WSC is allowed to charge a reasonable penalty to customers that fail to comply with the Rationing Procedures in accordance with TAC 291.41 (j) if:

- (1) the penalty is clearly stated in the tariff;
- (2) the penalty is reasonable and does not exceed six (6) times the minimum monthly bill stated in the water supply corporation's current tariff; and
- (3) the water supply corporation has deposited the penalty in a separate account dedicated to enhancing water supply for the benefit of all the water supply corporation's customers.

## **8. EXEMPTIONS OR WAIVERS**

The Drought/Emergency Management Committee 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 or sanitation 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 Ordinance shall file a petition for variance with the Drought/Emergency Management Committee within 5 days after the Plan or a particular drought response stage has been invoked or after a condition justifying the variance first occurs. All petitions for variances shall be reviewed by the Committee and shall include the following:

- Name and address of the petitioner(s).
- Purpose of water use.
- Specific provision(s) of the Plan from which the petitioner is requesting relief.
- Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- Description of the relief requested.
- Period of time for which the variance is sought.
- 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.
- Other pertinent information, as requested by the Committee.

Variances granted by the Committee shall be subject to the following conditions, unless specifically waived or modified by the Committee or Board of Directors:

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when the water allocation is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance allowed for a condition requiring water allocation will continue beyond the termination of water allocation under Section 5. Any variance for a subsequent water allocation must be petitioned again. The fact that a variance has been granted in response to a petition will have no relevance to the Committee's decision on any subsequent petition.

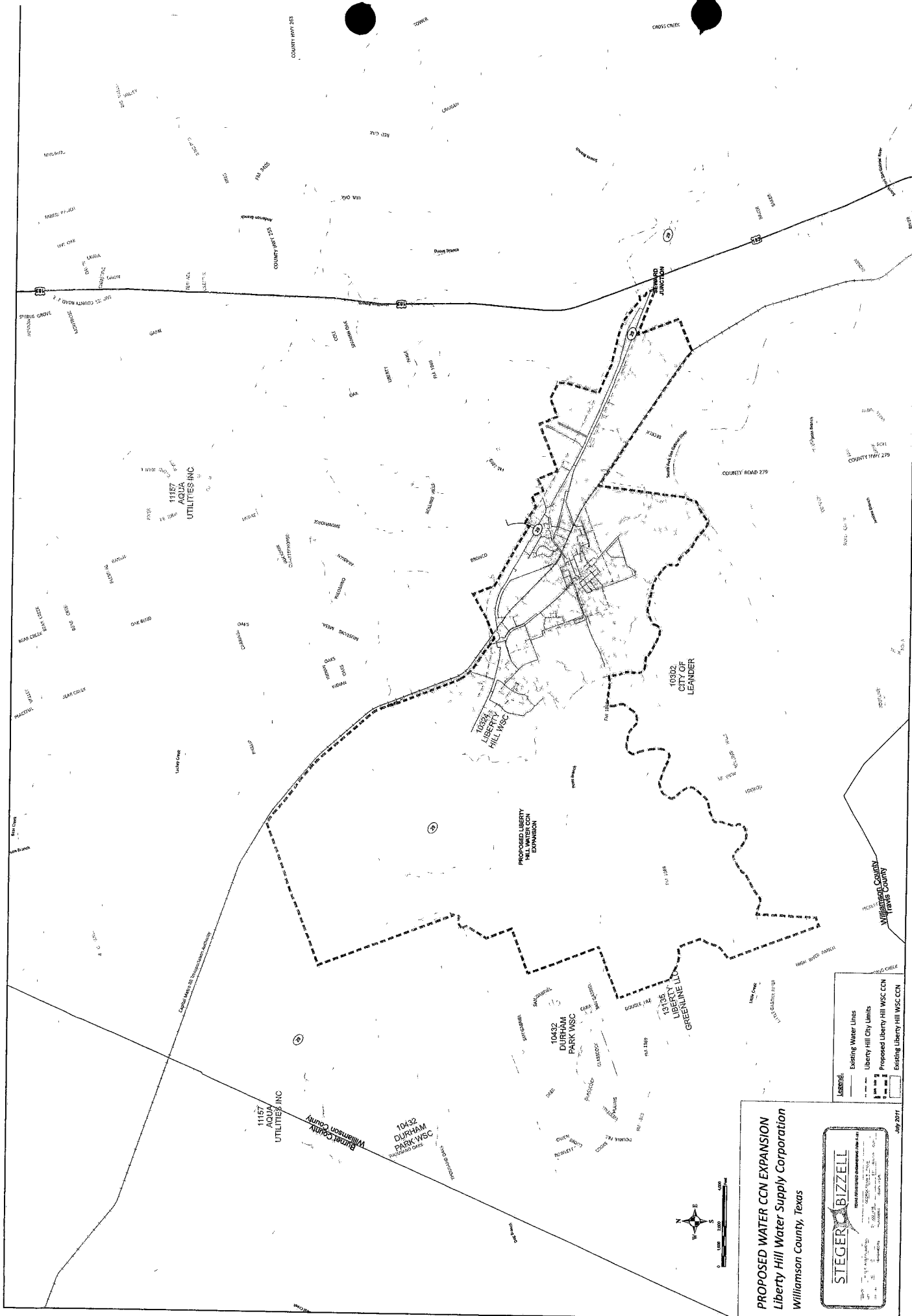
No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

## **9. IMPLEMENTATION**

The Board establishes a Drought/Emergency Management Committee by Resolution, the chairperson of which will be the responsible representative to make Drought and Emergency Water Management actions. This Committee will review the procedures in this plan annually or more frequently. Modifications may be required to accommodate system growth, changes in water use demand, available water supply and/or other circumstances.

This Plan was adopted by the Board at a properly noticed meeting held on July 18, 2011.





**PROPOSED WATER CN EXPANSION**  
Liberty Hill Water Supply Corporation  
Williamson County, Texas

**STEGE BIZZELL**  
CITY ENGINEER  
LIBERTY HILL WATER SUPPLY CORPORATION  
1157 AQUA UTILITIES INC.  
10432 DURHAM PARK WSC  
10302 CITY OF LEANDER  
13356 LIBERTY HILL WSC  
JULY 2011





# **OVERSIZED MAP(S)**

TO VIEW OVERSIZED MAP(S)  
PLEASE GO TO  
**CENTRAL RECORDS**

FOR ANY QUESTIONS  
PLEASE CALL **CR** MAIN LINE  
**(512) 936-7180**

