



Control Number: 47011



Item Number: 7

Addendum StartPage: 0

**NEPTUNE - WILKINSON ASSOCIATES, INC.**  
**Consulting Engineers**  
TBPE Firm# F-359

4010 Manchaca Road  
Austin, Texas 78704

(512) 462-3373  
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May 26, 2017

Public Utility Commission of Texas  
P.O. Box 13326  
Austin, Texas 78711-3326

**HAND CARRIED**

Attn: Filing Clerk  
1701 North Congress Avenue

Re: Docket No. 47011, Order No. 2  
Utopia Water Supply Corporation  
Uvalde County, Texas  
NWA# 1170-44

RECEIVED  
2017 MAY 26 AM 10:15  
PUBLIC UTILITY COMMISSION  
FILING CLERK

Enclosed is the original and seven copies of new Exhibit 1 and Exhibit 1a maps and most recent approved tariff in response to the referenced Docket No. and Order No. 2 dated May 3, 2017.

If there are any questions or additional information is needed for this application to proceed, please call me at (512) 462-3373.

Sincerely,



Joel D. Wilkinson, P.E.

Enclosures  
JDW kf

TARIFF

UTOPIA WATER SUPPLY CORPORATION

CCN NUMBER 12383

COUNTY SERVED: UVALDE

725 MAIN STREET, P. O. BOX 414, UTOPIA, TX 78884

830-966-4186

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RESOLVED BY THE BOARD OF DIRECTORS OF THE UTOPIA WATER SUPPLY CORPORATION THAT:

1. The Tariff of Utopia Water Supply Corporation, serving parts of Uvalde County, Texas, consisting of Sections A through I inclusive, is hereby adopted and enacted as the current regulations which shall supersede all policies passed by the Board of Directors before January 24, 1994, to the extent provided in paragraph 2 hereof.

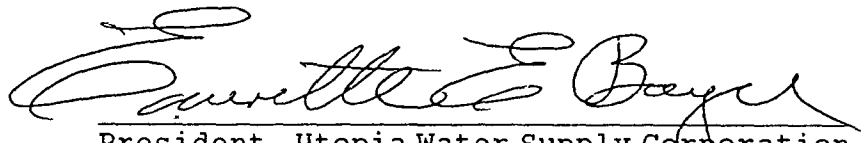
2. No prior agreement executed by the Board of Directors is repealed by any provision contained herein, save and except as provided in the terms of that agreement.

3. The adoption of the provisions of this Tariff shall not affect any offense or act committed or done, or any penalty of forfeiture incurred, or any contract or vested right established or accruing before the effective date of this Tariff.

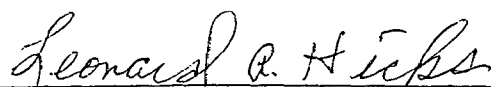
4. An official copy of this policy shall be available to the Membership of this Corporation during regular office hours of the Corporation. Requests for copies of this Tariff shall be subject to reproduction charges. The Secretary of the Corporation shall maintain the original copy as approved, and clearly exhibit all additions, deletions, and amendments separately.

5. This Tariff shall take effect immediately upon its approval as provided by law, and according to its terms. Rules and regulations of state and federal agencies having applicable jurisdiction, promulgated under any applicable State or Federal Law, shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected thereby.

PASSED AND APPROVED this 24th day of January 1994.

  
President, Utopia Water Supply Corporation

ATTEST:

  
Secretary, Utopia Water Supply Corporation

## SECTION B: STATEMENTS

1. Organization. The Utopia Water Supply Corporation is a member-owned, non-profit corporation incorporated pursuant to the provisions of The Texas Non-Profit Corporation Act for the purpose of furnishing a potable water utility service. Corporation operating policies, rates, tariffs, and regulations are formulated and effected by a Board of Directors elected by the Members of the Corporation.
2. Non-Discrimination Policy. Membership in the Corporation and service of water is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, or marital status. This does not include minors unless the application for service is co-signed and payment of any monies owed the Corp. is guaranteed in writing by a parent, or responsible adult who is currently a Member in good standing of the Corporation.
3. Rules Application. The rules and regulations specified herein apply to the water services furnished by Utopia Water Supply Corporation, also referred to as Corporation, UWSC, or Utopia WSC. Failure on the part of the Member, consumer, or Applicant to observe these rules and regulations of the Corporation, or as they may be amended from time to time by the Board of Directors of the Corporation, after due notice of such failure, automatically gives the Corporation the authority to deny or to discontinue the furnishing of service as provided herein.
4. Corporation Bylaws. The Corporation has adopted bylaws which establish the make-up of the Board of Directors, establish the Membership voting rights, provide for annual and regular meetings, provide for reserve accounts, and establish the rights of the Members and other important regulations of the water system. These bylaws are included by reference herein, as amended from time to time, and are on file for inspection in the Corporation's office.
5. Fire Protection Responsibility. Fire hydrants installed within the Corporation's distribution system are provided at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet fire flow requirements of local, county, state, or federal governmental agencies. The Corporation reserves the right to remove, at any time, without notice, refund, or compensation to the contributors, any fire hydrant for reason of its improper use or detriment to the system, as such reasons may be determined by the Corporation.

6. Damage Liability. The Utopia WSC is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. By acceptance of Membership, Member consents to waiver of such liability.

7. Information Disclosure. The records of the Corporation shall be kept in the Corporation office in Utopia, Texas. All information collected, assembled, or maintained by or for the corporation shall be disclosed to the public in accordance with the Texas Open Records Act: Article 6252-17a, Tex. Rev. Civ. Stat. (Vernon Pamp. 1992). An individual customer may request in writing that their name, address, telephone number, social security number or other personal information be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of a utility acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member on a list to be made available to the Corporations's voting members, or their agents or attorneys, in connection with any meeting of the Corporation's members. The utility shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

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

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

a. By presentation of concerns to the Corporation manager or authorized staff member for discussion and resolution. If not resolved to the satisfaction of the aggrieved party then,

b. By presenting a letter of request for a hearing before the Board of Directors. The letter shall state the individual's desired business before the Board and the desired result.

c. The President of the Board of Directors shall review the request and determine the best means by which the complaint shall be resolved.

d. The President shall further determine a reasonable time and place for all hearings, but not beyond 45 days of the date or receipt of the letter of complaint.

e. The Board of Directors, a committee thereof, and/or legal counsel shall hear the complaint as directed by the Board.

f. Any hearings by committees or staff delegated to hear complaints shall report its recommendation to the full Board for a decision by the Board.

g. The Board of Directors shall act upon the information available and direct the President or other representative to respond to the complaint by communicating in writing the Board's decision.

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



## SECTION C: DEFINITIONS

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

APPLICANT - Person, partnership, cooperative corporation, corporation, agency, public or private organization of any character applying for service with the Utopia Water Supply Corporation.

BOARD OF DIRECTORS - The Board of Directors elected by the Members of the Utopia Water Supply Corporation.

BYLAWS - The rules pertaining to the governing of the Utopia Water Supply Corporation adopted by the Corporation Members.

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) - The authorization granted under Chapter 13 of the Texas Water Code for Utopia Water Supply Corporation to provide water utility service within a defined territory. Utopia Water Supply Corporation has Certificate Number 12383. Territory defined in the CCN shall be the Certificated Service Area.

CORPORATION - The Utopia Water Supply Corporation.

DEVELOPER - Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests more than two (2) water service connections on a single contiguous tract of land [as defined in Chapter 13.2502 (e)(1) of the Water Code].

DISCONNECTION OF SERVICE - The locking or removal of a water meter to prevent the use of water by a Member/Consumer.

EASEMENT - A private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for future maintenance, facility replacement, and/or installation of additional pipelines (if applicable).

FINAL PLAT - A complete plan for the subdivision of a tract of land. The Utopia Water Supply corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat.

HAZARDOUS CONDITION - A condition which jeopardizes the health and welfare of the Member/Consumers of the Corporation as determined by the Corporation or regulatory authority.

INSTALLATION FEE - A one time non-refundable fee charged for the installation of service to a property. It shall include but not be limited to the cost of the meter, meter box, fittings and other appurtenances and the cost of excavation. An installation fee may not be transferred from one property to another.

Date Approved November 8, 1999

UWSC

MEMBER - An Applicant who has paid the membership fee and who is paying the Corporation a monthly bill.

MEMBERSHIP FEE - A fee the Applicant/Member must pay for each meter/tap requested. The membership fee is not transferable from one member to another and is not refundable upon termination of service and membership.

MINIMUM MONTHLY CHARGE - The term Minimum Monthly Charge is used to define the monthly charge assessed each Member of the Corporation utilizing service or each Member who has the opportunity to utilize service via a metering device installed by the Corporation.

PERSON - Any natural person, partnership, cooperative corporation, association, private corporation, agency or public or private organization of any character.

RENTER - A consumer who rents property from a Member and may otherwise be termed a lessee or tenant.

RE-SERVICE - Providing service to an Applicant at a location for which service previously existed, but where Membership has been liquidated and now requires the fitting of a metering device into an existing setting and possibly requiring modifications to the setting in order to restore service. Costs of such re-servicing shall be based on justifiable and reasonable costs to the Corporation for restoration of service.

RESERVED SERVICE CHARGE - A monthly charge assessed for each property where service is being reserved.

SERVICE APPLICATION AND AGREEMENT - A written agreement between the Member/Applicant and the Corporation outlining the responsibilities of each party regarding the service of water.

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

SERVICE FEE - A non-refundable fee that may be charged any time a member of the corporation staff is required or is requested to go to a member's/consumer's property for reading of a meter other than for normal meter readings for the issuance of monthly bills or is requested to connect/disconnect the water service other than in the normal course of business for the Corporation.

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:

Date Approved November 8, 1999

UWSC

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, appropriate 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:

- (1) provide cost estimates of the project,
- (2) to present detailed plans and specifications as per final plat,
- (3) to advertise and accept bids for the project,
- (4) to present a Non-Standard Service Contract to the Applicant, and
- (5) 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.

SUBDIVIDE - Means to divide the surface area of land into lots intended primarily for residential use.

SUBDIVIDER - Means an individual, firm, corporation, or other legal entity that owns any interest in land and directly or indirectly subdivides the land into lots as a part of a common promotional plan in the ordinary course of business.

SUBDIVISION - means an area of land that has been subdivided into lots for sale or lease.

SURRENDERED MEMBERSHIP - A Membership in which service has been discontinued upon request of the Member and all indebtedness due the Corporation has been paid in full.

TARIFF - The Corporation's published rates, fees, and conditions of service.

Date Approved November 8, 1999

UWSC

SECTION D: GEOGRAPHIC AREA SERVED

GENERAL DESCRIPTION OF AREA SERVED.

The area covered by the Utopia Water Supply Corporation is located approximately 31.5 miles northeast of downtown Uvalde, County of Uvalde, Texas on Farm to Market Road 187. The service area is generally bounded on the east by Jackson Draw, on the south by Farm to Market Road 1050, on the north by the Bandera/Uvalde County line and on the west by the West line of Seco Ridge Subdivision.



# Texas Natural Resource Conservation Commission

By These Presents Be It Known To All That

**Utopia Water Supply Corporation**

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

## **Certificate of Convenience and Necessity No. 12383**

to provide continuous and adequate water utility service to that service area or those service areas in Uvalde County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 33163-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Utopia Water Supply Corporation to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this AUG 03 2001

  
For the Commission

SECTION E: SERVICE RULES AND REGULATIONS

1. Service Entitlement. An Applicant shall be considered fully qualified and entitled to water service when proper application has been made, terms and conditions of SERVICE AND MEMBERSHIP have been met and continue to be met, and all fees have been paid as prescribed by this Tariff.

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

a. Standard Service is defined as service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include only 5/8" X 3/4" sized meter services set on existing pipelines.

b. Non-Standard Service is defined as any service applied for which is not Standard Service. In addition to the following requirements for service, service requirements as prescribed by Section F of the Tariff shall be required of the Non-Standard Service Applicant prior to extension of such pipelines, and/or service facilities.

c. Requirements for Standard and Non-Standard Service.

(1) The Corporation's Service Application Form shall be completed and signed by the Applicant.

(2) The Applicant shall provide, in a manner acceptable to the Corporation, proof of ownership or title to property for which service has been requested.

(3) All Service Applications approved and cost of service fees and extension fees quoted by the Corporation shall be presented to the Applicant in writing and shall stand approved at quoted costs for a period not to exceed thirty (30) days. After thirty (30) days, each Applicant must re-apply for service under the terms of the Tariff.

### 3. Activation of Standard Service.

a. New Tap - The Corporation shall charge a non-refundable installation fee, membership fee and advance payment as required under Section G of this Tariff. All fees shall be paid in advance of installation including any costs for extending a service line.

b. Re-Service - On property where service has previously existed, the Corporation shall charge an installation fee and labor and material costs necessary to restore service. This fee shall be cost-based.

c. Performance of Work - After all applicable fees are paid and approval is granted by proper authorities, all tap and equipment installations specified by the Corporation shall be completed by the Corporation staff or the Corporation's designated representative.

d. Inspection of Customer Service Facilities - The Corporation staff or its designated representative shall inspect all customer service facilities before and periodically after the tap is made to insure compliance with state required Minimum Acceptable Operating Practices For Public Drinking Water Systems as promulgated by the Texas Natural Resource Conservation Commission or successor agency, applicable plumbing codes, and utility construction standards.

### 4. Activation of Non-Standard Service.

a. Activation of Non-Standard Service shall be conducted as prescribed by terms of Section F of this Tariff.

b. Re-Service - The same terms which apply under the Activation of Standard Service Sub-Section on Re-Servicing shall be applied to Non-Standard Re-Service requests.

5. Changes in Service Classification. If at any time the Corporation determines that the customer service needs change from those needs originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. If there is a need to upgrade the facilities the Member will be required to pay any necessary costs. Applicant/Members failing to comply with this provision shall be subject to the Disconnect With Notice Provisions of the Tariff, Sub-Section a.7.

6. Membership.

a. Eligibility - Eligibility for Membership shall not guarantee service to the Applicant; however, qualification for service is a prerequisite to Membership eligibility for new Applicants.

b. Membership Certificates - No membership certificates will be issued by the Utopia Water Supply Corporation.

c. Voting - Payment of the Membership Fee entitles the payee to one (1) vote in the conducting of the affairs of any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Payment of more than one (1) membership fee shall not authorize the Member to cast more than one (1) vote at any annual or special meeting. The property for which the membership fee was paid shall be an active account at the time of the meetings in order for the Member to have a vote.

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

a. Failure of the Applicant to complete all required forms and pay all required fees and charges;

b. Failure of the Applicant to pay any monies owed to the Corporation.

c. Failure of the Applicant to comply with rules, regulations, policies, and bylaws of the Corporation;

d. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;

e. Failure of Applicant to provide representatives or employees of the Corporation reasonable access to property for which water service has been requested when there is reason to believe that a hazardous condition may exist for which access is necessary to verify;

f. Failure of Applicant to comply with all governmental rules and regulations of the Corporation on file with the state regulatory agency governing the service applied for by the Applicant;

g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided and/or

h. If the Applicant refused to make an advance payment under these rules.



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

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

a. delinquency in payment for service by a previous occupant of the premises to be served;

b. failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;

c. violation of the utility's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said rules;

d. failure to pay a bill of another customer as guarantor thereof, unless the guarantee was made in writing to the utility as a condition precedent to service.

e. failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill;

f. failure to pay for the restoration of a tap removed by the utility at its option or removed as the result of tampering or delinquency in payment by a previous customer;

h. failure to pay for materials or charges for non-utility service provided by the Corporation.

10. Deferred Payment Agreement. The Corporation may offer a deferred payment plan to a Member who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any Late Penalty Fees or interest on the monthly balance to be determined as per agreement.

11. Charge Distribution and Payment Application.

a. The Minimum Monthly Charge is applied from the first date of the meter reading cycle to the last day of the meter reading cycle. Charges shall be prorated for meter installations, service connections and service terminations falling during the calendar month. All services shall be subject to this charge whether or not the service is in use by the Member.

b. Gallonage Charge, defined as water usage in excess of the water allotment included in the Minimum Monthly Charge, shall be billed at the rate specified in Section G, and shall be billed in one hundred (100) gallon increments. Water charges for usage exceeding the monthly allotment are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative.

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

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

The Corporation shall mail all bills on or about the 25th of the month. All bills shall be due by the 10th of the following 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 by the due date. Payments made by mail will be considered late if received after the due date. An account past due notice will be sent on the 10th of the month. A second notice will be on the following months bill. A final notice will be sent on the 10th of the month following the original due date and allow five (5) additional days for payment prior to disconnection. The five (5) additional days shall begin on the day the final notice is deposited with the U. S. Postal Service with sufficient postage. If the due date for the regular or final billing is on a weekend or holiday, the next due date for payment purposes shall be the next day the post office or the local collection agency 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.

Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 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.

13. Rules for Disconnection of Service. The following describe 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:

(1) Returned Checks - In the event a check, draft or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in the Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the Corporation 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 Corporation office or local collection agency. 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. If the check or other similar instrument was given in payment of a final notice to avoid service disconnection due to non-payment then the customer will be required to redeem the instrument within one day and pay a fee according to Section G of this Tariff;

Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12 month period shall be considered evidence of bad credit risk by the Corporation. The Member in violation shall be placed on a "cash-only" basis for a period of 12 months

(2) Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement;

(3) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;

(4) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.

(5) Failure to provide access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify.

(6) Misrepresentation by any Applicant of any fact on any form, document, or other agreement required to be executed by the Corporation.

(7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.

b. Disconnection Without Notice - Water utility service may be disconnected without notice for any of the following conditions:

(1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of the Texas Sanitation and Health Protection Law 4477-1, or there is reason to believe a dangerous or hazardous condition exists and the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition.

(2) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment.

(3) In instances of tampering with the Corporation's meter or equipment, by-passing the meter or equipment, or other diversion of service.

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

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

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

(2) Failure of the Member to pay for a different type of utility service unless a fee for such service is included in the same bill.

(3) Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing.

(4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service.

(5) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due to meter error.

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

e. Disconnection Due to Utility Abandonment - The Corporation may not abandon a Member or a Certified Service Area without written notice to its Members and approval from the Texas Natural Resource Conservation Commission.

f. Disconnection of Ill and Disabled - The Corporation may not discontinue service to a delinquent residential Member permanently residing in an individually metered dwelling unit when that Member 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 Member seeks to avoid termination of service under this Subsection, the Member must have the attending physician call or contact the Corporation within sixteen (16) days of issuance of the bill. A written statement must be received by the Corporation 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 Corporation and Member's physician. The Member shall enter into a Deferred Agreement Plan.

14. Billing Cycle Changes. The Corporation reserves the right to change its billing cycles if the work load requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the Corporation.

15. Back-billing. The Corporation may back-bill a Member for up to four (4) years (48 months) for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Member's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service and member must reapply for service and pay any applicable fees. Back-billing shall not extend beyond current Membership.

16. Disputed Bills. In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall forthwith make and conduct an investigation as shall be required by the particular case, and report the results in writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill.

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

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

19. Meter Tampering and Diversion. For purposes of these Sections, meter-tampering, by-passing, or diversion shall all be defined as tampering with the Corporation's meter or equipment, by-passing the same, or other instances of diversion, such as removing a locking or shut-off device used by the Corporation to discontinue service, physically disorienting the meter, attaching objects to the meter to divert service or to by-pass, inserting objects into the meter, and other electrical and mechanical means of tampering with, by-passing, or diverting service. The burden of proof of meter-tampering, bypassing, or diversion is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation's staff when any action regarding meter-tampering as provided for in these Sections is initiated. A court finding of meter-tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services of the Corporation shall be prosecuted to the extent allowed by law.

20. Meter Relocation. Relocation of meters/taps shall be allowed by the Corporation provided that:

- a. No transfer of Membership is involved;
- b. An easement for the proposed location has been granted to the Corporation;
- c. The property at the new location to which the meter is to be moved is owned by the current Member.
- d. The existing tap location is contiguous to the proposed tap location and;

e. The Member pays the actual cost of relocation plus administrative fees.

f. Service capacity is available at proposed location.

21. Prohibition of Multiple Connections To A Single Tap. In order that the Corporation may maintain adequate records of the actual number of users on its system to assure compliance with Texas Natural Resource Conservation Commission Rules and Regulations on minimum service standards, to ensure that charges are received for each user on the system, and to ensure that the Corporation's metering device is 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 Corporation's water system, shall individually apply for service under the rules of this Tariff. Any unauthorized submetering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service. If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of the Tariff.

22. Member's Responsibility.

a. The Member shall provide access to the meter at all reasonable times for the purpose of reading, installing, checking, repairing, or replacing the meter. Member shall provide a key to locked gates. If the gate to the Member's premises is locked, preventing the reading of the meter, an estimated bill shall be rendered to the Member for the month and a notice shall be sent to the effect that entrance could not be gained and that a key should be furnished or the gate unlocked for each reading period. Should the gate remain locked for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice.

b. The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.

(1) All connections shall be designed to ensure against back-flow or siphonage into the Corporation's water supply.

(2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation's facilities.

Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.

c. A member having more than one (1) membership shall keep all payments current on all accounts.

d. The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.

e. The Corporation shall require each Member to provide a cut-off valve on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The 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.

f. The Member shall notify the Corporation in writing when the Member no longer desires to have water service.



**SECTION F.**  
**DEVELOPER, SUBDIVISION AND 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 with covenants of current indebtedness. The Corporation 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 this policy. 13.2502 of the Texas Water Code requires that notice be given herein or by publication (see Miscellaneous Transaction Forms) or by alternative means to the Developers/Applicants. (Also see Section F. 11.)
2. **Purpose.** It is the purpose of this Section to define the process by which the specific terms and conditions for service to subdivisions are determined including the Developer's and the Corporation's respective costs.
3. **Application of Rules.** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. 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 governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.
  - c. At the time the Applicant submits the Application, a Non-Standard Service Investigation Fee (See Section G) to cover initial administrative, legal and engineering fees shall be paid to the Corporation. The balance of actual expenses incurred as a result of efforts by the Corporation to study service requirements of the Applicant shall be refunded to the Applicant and the Applicant shall pay any additional expenses.
  - d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property outside the area described in the Corporation's Certificate of 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;

- 2). The service location is not in an area receiving similar service from another utility; and
  - 3). The service location is not within another utility's Certificate of Convenience and Necessity.
  - 4). If the Corporation extends service under these conditions, the Applicant shall fully support any subsequent efforts by the Corporation to amend its Certificate of Convenience and Necessity to include the applicant's property within the service area.
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 service within the Corporation's specifications or within certain codes and specifications of neighboring municipalities for all Non-Standard Service Applications which lie within the enforced extra territorial jurisdiction of a municipality.
  - b. The Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided 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 fee for the Engineer'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 governmental 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 shall pay the expense of such upgrading in excess of 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. All costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.
  - b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
  - c. Equity Buy-In Fee (Front-end Capital Contributions) required by the Corporation in addition to the other costs required under this Section.
  - d. Monthly Reserved Service Charges as applicable to the service request.
  - e. 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. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.

- g. Terms by which the Corporation shall administer the Applicant's project with respect to:
  - 1) Design of the Applicant's service facilities;
  - 2) Securing and qualifying bids;
  - 3) Execution of the Service 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. Terms by which the Applicant shall indemnify the Corporation from all third party claims or lawsuit in connection with the project contemplated.
- i. 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. 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. 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 make good faith efforts 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. (See Sample Application Packet RUS Form 442-8 or 442-9.)
- 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 subject to costs equal to the original cost of facility installation for those facilities in public right-of-ways, plus the estimated cost of future relocation to private right-of-way, or subject to the cost of installation under 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 roadwork pursuant to state, county 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.

11. ***Service within Subdivisions***—The Corporation's objective to provide service to any customer located within subdivision governed by this section is strictly limited to the non-standard service specified by the Applicant. The purchasers of any lots who do not receive service because this service has not been specified or paid for by the Applicant shall have no recourse to the Corporation but may have recourse to the Applicant/Developer.

## SECTION G. RATES AND SERVICE FEE

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

1. Service Investigation Fee. The Corporation shall conduct a service investigation for each service application submitted to the Corporation. 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, appropriate 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:

- (1) provide cost estimates of the project,
- (2) to present detailed plans and specifications as per final plat,
- (3) to advertise and accept bids for the project,
- (4) to present a Non-Standard Service Contract to the Applicant, and
- (5) 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.

2. Installation Fee. The Corporation shall charge an installation fee as follows:

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

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

3. Membership Fee. At the time the application for service is approved, a refundable Membership Fee must be paid before service shall be provided or reserved for the Applicant by the Corporation. The Membership Fee for water service is \$75.00 for each service unit.

4. 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 in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant.

5. Late Payment Fee. A fee of \$5.00 will be added to any bill paid after the due date. (Effective July 25, 2003)

6. Returned Check Fee. In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$10.00.

7. Service Trip Fee. The Corporation shall charge a trip fee of \$15.00 for any service call or trip to the Member's tap as a result of a request by the Member or resident (unless the service call is in response to damage of the Corporation's or another Member's facilities).

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

9. 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 \$10.00 shall be imposed on the affected account.

10. Monthly Charges.

a. Service Availability Charge-The monthly charge for metered water service, which may or may not include 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 Service Availability charge and allowable gallonage. Rates and equivalents are as follows:

Effective March 25, 2011

| METER SIZE  | 5/8" X 3/4"<br>METER<br>EQUIVALENT | MONTHLY<br>RATE | ALLOWABLE<br>GALLONAGE |
|-------------|------------------------------------|-----------------|------------------------|
| 5/8" X 3/4" | 1.0                                | \$28.00         | 0-3,000                |
| 3/4"        | 1.5                                | \$42.00         | 0-4,500                |
| 1"          | 2.5                                | \$70.00         | 0-7,500                |
| 1 1/2"      | 5.0                                | \$140.00        | 0-15,000               |
| 2"          | 8.0                                | \$224.00        | 0-24,000               |
| 3" DISP.    | 9.0                                | \$252.00        | 0-27,000               |
| 3" CMPD.    | 16.0                               | \$448.00        | 0-48,000               |
| 3" TURB.    | 17.5                               | \$490.00        | 0-52,500               |
| 4" CMPD.    | 25.00                              | \$700.00        | 0-75,000               |
| 4" TURB.    | 30.00                              | \$840.00        | 0-90,000               |
| 6" CMPD.    | 50.0                               | \$1400.00       | 0-150,000              |
| 6" TURB.    | 62.5                               | \$1,750.00      | 0-187,500              |
| 8" CMPD.    | 80.00                              | \$2,240.00      | 0-240,000              |

b. In addition to the Minimum Monthly Charge, a gallonage charge shall be added at the following rate for gallons used over the allowable gallonage in any one (1) billing period. This shall be billed in one hundred (100) gallon increments.

Next 5,000 gallons = \$2.00 per thousand gallons

Next 12,000 gallons = \$3.00 per thousand gallons

Remainder = \$3.50 per thousand gallons

c. The Corporation shall, as required by Section 5.235, Water Code of the State of Texas, collect from each of its retail customers a regulatory assessment equal to one-half (1/2) of one (1) percent of the charge for retail water service. This charge shall be collected in addition to other charge for utility service. This fee is collected on all charges pertaining to Section G.10 and G.11 Monthly Charges of this tariff.

d. Reserved Service Charge- 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 shall be based on the Corporation's fixed costs to service the Applicant's dedicated facilities on a per Service Unit basis. This charge reserves service to the Applicant's real estate designated to receive service. This fee is determined on a case by case basis but shall never exceed the Minimum Monthly Charge.

11. Unmetered Water Charges. Unmetered gallonage will be charged the same rate as Section G. a. and G.b.

12. Information Disclosure Fee. All public information except that which has been individually requested as confidential shall be available to the public for a fee to be determined by the Corporation based on the level of service and costs to provide such information, but not to be inconsistent with the terms of the Texas Open Records Act: Article 6252-17a.



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 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 Emergency Management Program.

A Drought/Emergency Management Committee consisting of the Presiding Officer, any two (2) Board Members, the Office Manager and the System Operator will monitor usage patterns and public education efforts and will make recommendations to the Board on future conservation efforts, demand management procedures and any changes to this plan. The Committee will develop public awareness notices, bill stuffers, and other methods that will serve and continue as a constant 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 change in the Water Supply Corporation (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 (30 TAC 288.20 (c)).

The plan will be implemented according to the three Stage drought response Stages 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 scheduling and providing public notice of a public meeting to accept input on the Plan. In the adoption of this plan, the Board considered all comments from members.

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

Being located within the South Central Texas Region, 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 a majority of the Drought Emergency Management Committee 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. Emergency-

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 100 percent of the maximum available and the water storage levels in the system drop during one 24-hour period.
3. Natural or man-made contamination of the water supply source(s).
4. The declaration of a state of disaster due to drought conditions in a county or counties served by the Corporation.
5. Other unforeseen events which could cause imminent health or safety risks to the public.

Emergency Drought Conditions will be based on a percentage of the actual Gallons per Minute (GPM) pumped versus the best case operating conditions.

b. Stage I – Mild Conditions will be implemented when 95% of the actual 178 GPM is maintained which is 170 GPM.

c. Stage II – Moderate Conditions will be implemented when 90% of the actual 178 GPM is maintained which is 160 GPM

d. Stage III – Severe Conditions will be implemented when one of the following exit

1. 80% of the actual 178 GPM is maintained which is 140 GPM.
2. Failure of a major component of the system.
3. Natural or man-made contamination of the water supply source(s)
4. The declaration of a state of disaster due to drought conditions in a county or counties served by the Corporation.
5. Other unforeseen events which could cause imminent health or safety risks to the public.

5. **STAGES OF BEST MANAGEMENT PRACTICES**–The following best management practices and use restrictions are to be implemented by the triggers in Section 4. The System shall institute the following water allocations summarized below:

a. Stage I – Mild Conditions

Target: Achieve a 10% reduction in total monthly usage.

WSC Best Management Practices: Initiate public education measures to increase customer awareness of the benefits of water conservation and efficient water use by notifying members of voluntary conservation measures and providing conservation information.

Voluntary Water Use Best Management Practices: Customers are requested to voluntarily limit the use of water for nonessential purposes and to practice water conservation.



Non-essential water uses include:

1. Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
2. Use of water to wash down buildings or structures for purposes other than immediate fire protection.
3. Flushing gutters or permitting water to run or accumulate in any gutter or street;
4. Use of water for dust control; and
5. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

b. Stage II – Moderate Conditions.

Target: Achieve a 25% reduction in total monthly usage.

WSC Best Management Practices: The system will reduce flushing operations. System will notify customers of water use restrictions in effect.

Customer Water Use Restrictions for Demand Reduction

1. Members are not allowed to use water for the pre-defined non-essential water purposes in Stage I.
2. All outside watering will be done between the hours of 6:00-9:00 A.M. and 8:00-10:00 P.M.
3. All outside watering will be done by hand held hoses, soaker hoses or drip hoses during the designated watering hours.
4. Use of water to wash any motor vehicle, motorbike, boat, trailer or other vehicle is prohibited except during the designated watering hours.
5. No washing of vehicles at commercial premises.
6. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except during designated watering hours.

c. Stage III – Sever Conditions.

Target: Achieve a 50% reduction in total monthly usage.

WSC Best Management Practice. The system will reduce flushing operations. System will notify members of water use restriction in effect.

Customer Water Use Restriction for Demand Reduction:

1. Members are not allowed to use water for the pre-defined non-essential water purposes in Stage I and Stage II
2. All outside watering prohibited.
3. No filling of swimming pools, wading pools, or jacuzzi-type pools.
4. No sale of bulk water.

## 6. RATES



The following rates will be effective the next billing cycle following a declaration of one of the conditions described in Section 4.

a. Stage I – current rates will be in effect.

b. Stage II - 0-3,000 gals.—\$28.00  
Next 5,000 gals.—\$3.00 per thousand  
Next 12,000 gals.—\$4.00 per thousand  
Remainder—\$5.00 per thousand

c. Stage III -0-3,000 gals.—\$28.00  
Next 5,000 gals.—\$10.00 per thousand  
Next 12,000 gals.—\$15.00 per thousand  
Remainder—\$20.00 per thousand

## **7. 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 the appropriate stage of Best Management Practices and initiate member water use restrictions. The initiation may be delayed if there is a reasonable possibility the water system performance will not be compromised by the condition.

Written notice of the proposed Stage of Best Management Practices and customer water use restrictions shall be mailed or delivered to each affected member 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 and posted on community bulletin boards. The customer notice shall contain the following:

- a. The date Best Management Practices shall begin.
- b. The stage of Best Management Practices and customer water use restrictions.
- c. The rates that will be assessed during the period.

The Drought Emergency Management Committee can initiate a Water Demand Plan for a maximum of 30 days. At the next scheduled Board meeting the Chairperson of the Drought Management Committee may request a 30 day extension of the plan. The plan may continue to be extended in 30 day increments by action of the Board.

When the trigger condition no longer exists, the responsible official may terminate the Water Demand Plan, provided that such an action is based on sound judgment. Written notice of the end of the demand plan shall be given to members.

## **8. EXEMPTIONS OR WAIVERS**

A. 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 the following conditions are met:



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

B. Persons requesting an exemption from the provisions of the plan shall file a written 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:

1. Name and address of the petitioner(s)
2. Purpose of water use
3. Specific provision(s) of the Plan from which the petitioner is requesting relief
4. 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 the Plan
5. Description of the relief requested
6. Period of time for which the variance is sought
7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of the Plan and the compliance date.
8. Other pertinent information, as requested by the Committee.

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

1. Variances granted shall include a timetable for compliance.
2. Variances granted shall expire when the Best Management Practice Stage is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance will continue beyond the termination of Best Management Practice Stage under Section H. Any variance for a subsequent water reduction measure 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 the Plan occurring prior to the issuance of the variance.

## 9. IMPLEMENTATION

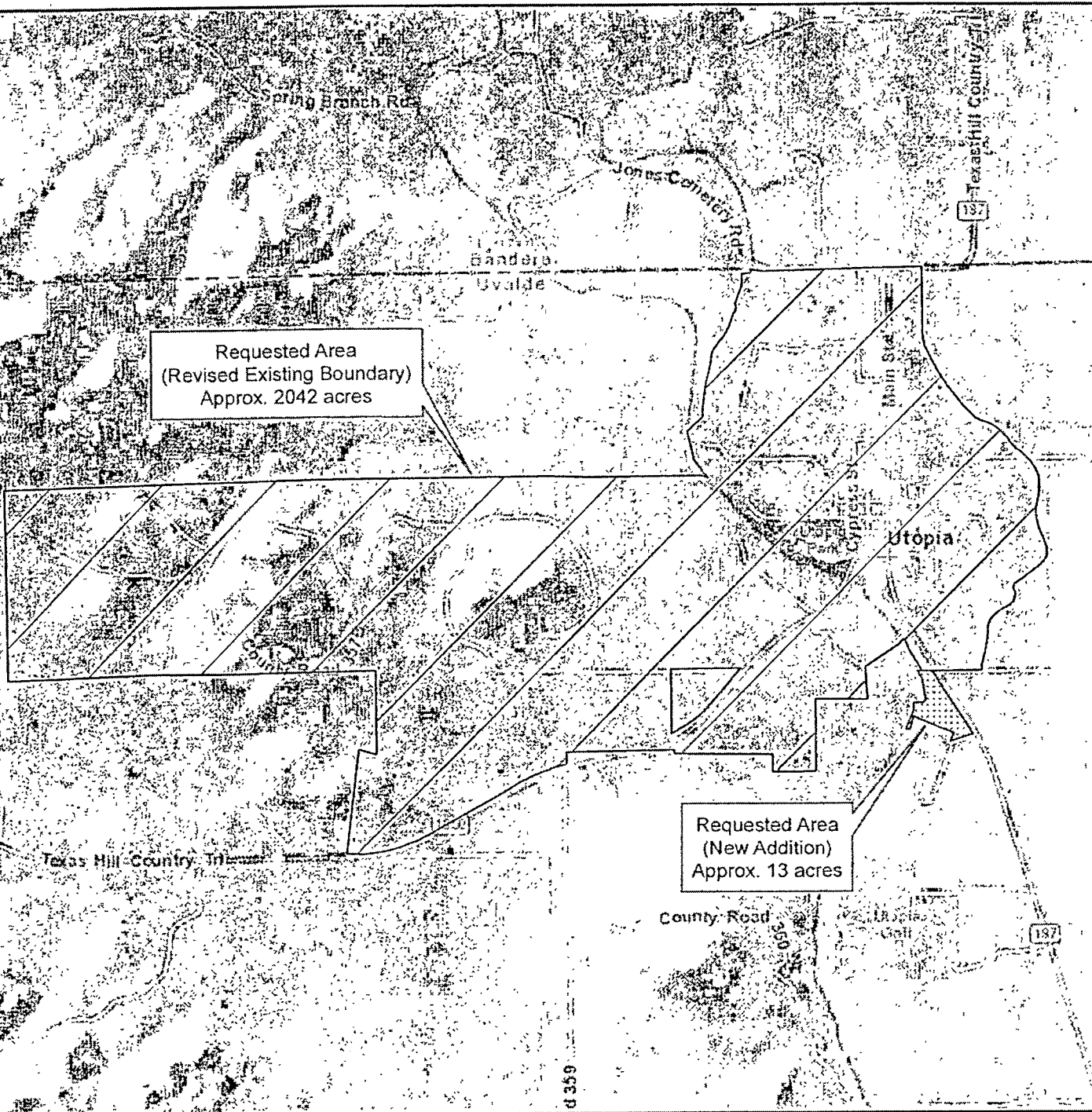
The Board establishes a Drought/Emergency Management Committee by Resolution, the chairperson of which will be the responsible representative to make Drought and Emergency Water Management actions. This Committee will review the procedures in the plan every five years or more frequently. Modifications 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.







# Utopia WSC to Amend CCN No. 12383 in Uvalde County



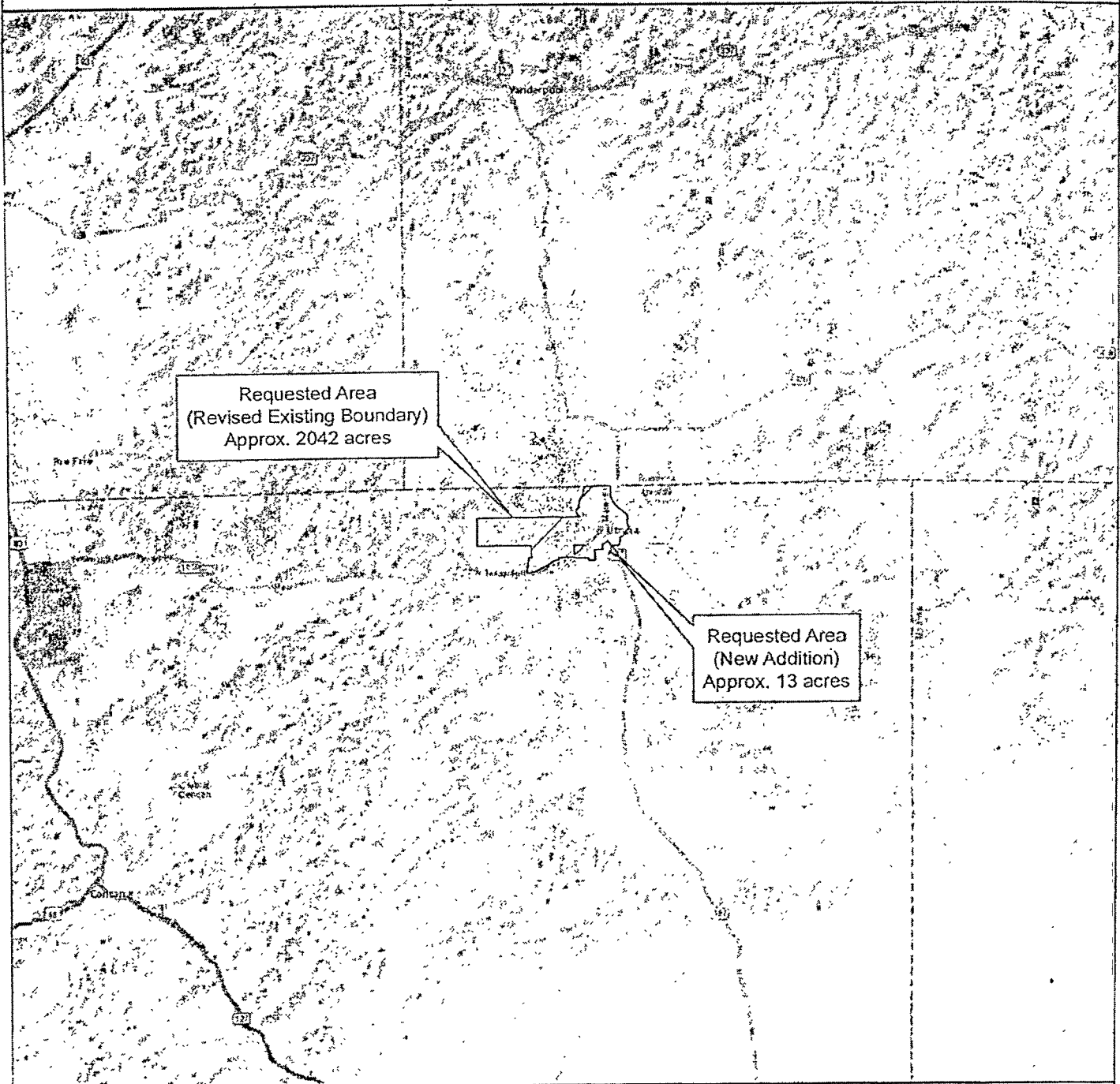
## Requested Areas

-  Revised Existing Boundary - Approx. 2042 acres
-  New Addition - Approx. 13 acres



## EXHIBIT 1a

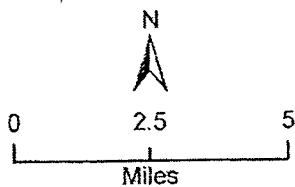
Date created: May 23, 2017

# Utopia WSC to Amend CCN No. 12383 in Uvalde County



## Requested Areas

-  Revised Existing Boundary - Approx. 2042 acres
-  New Addition - Approx. 13 acres

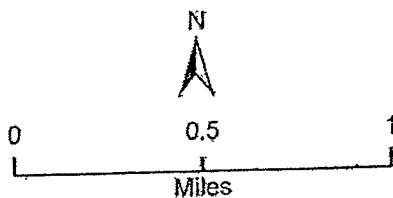
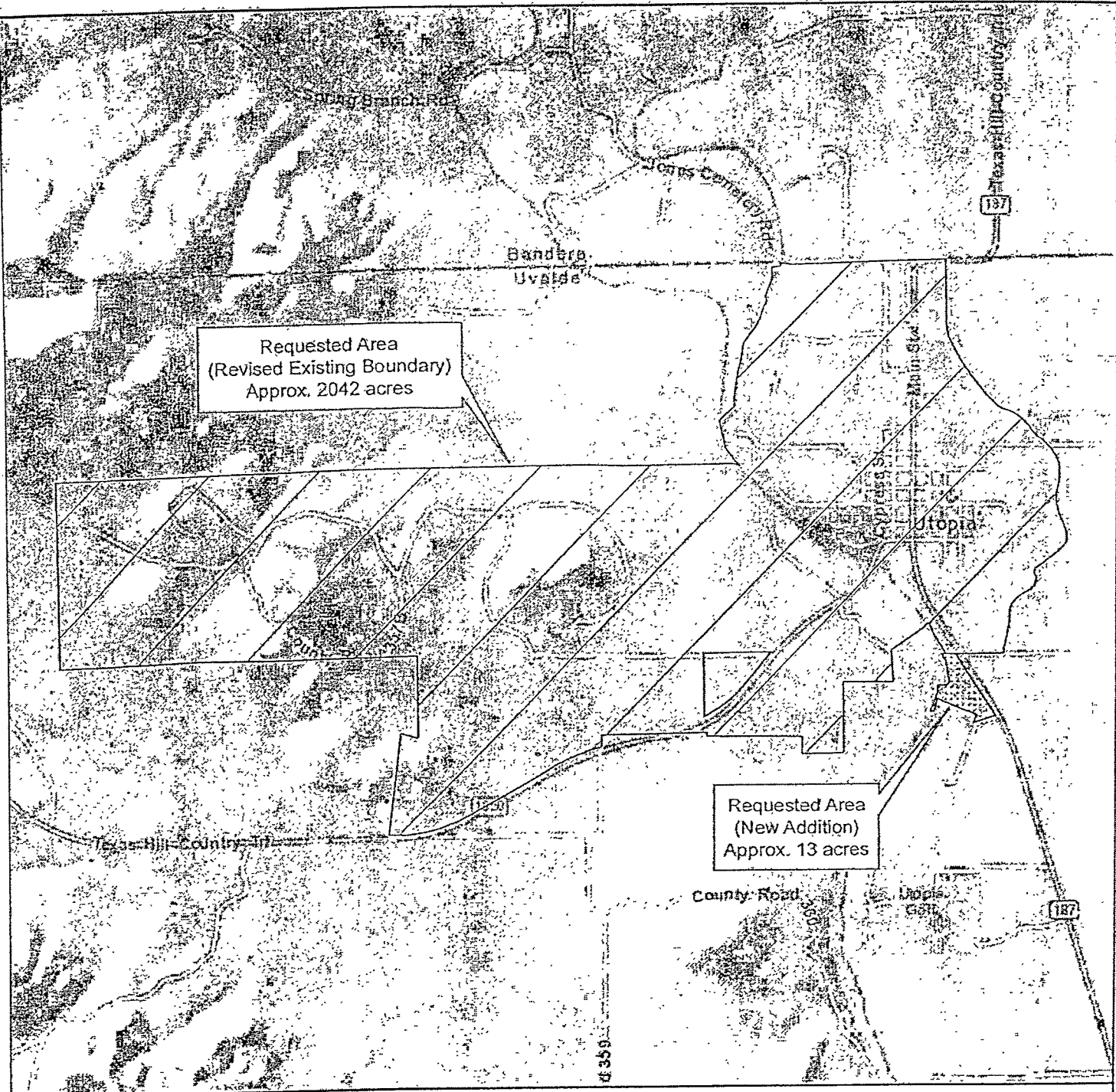


## EXHIBIT 1



Date created: May 23, 2017

NWA1170-44

# Utopia WSC to Amend CCN No. 12383 in Uvalde County



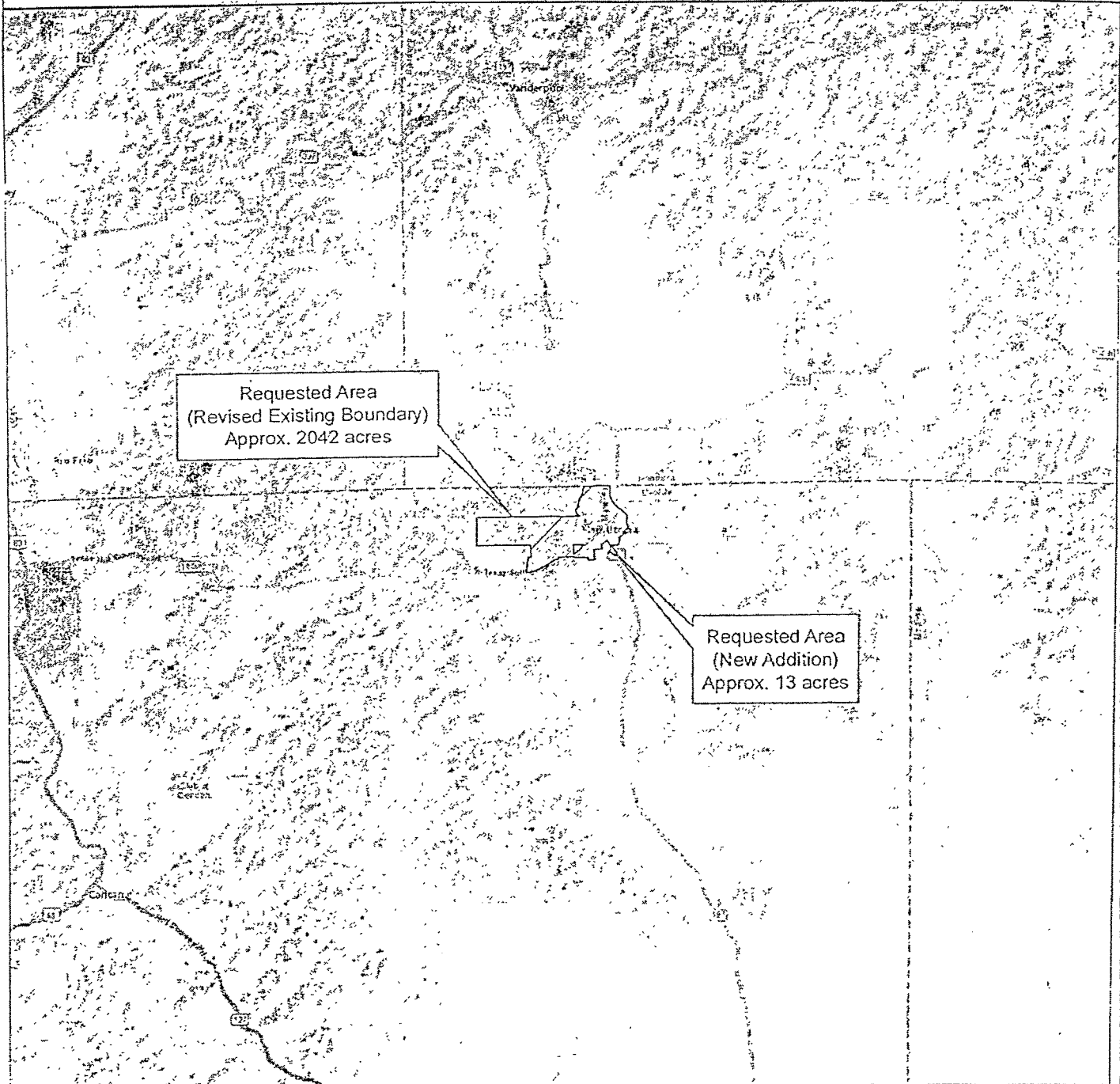
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-  New Addition - Approx. 13 acres

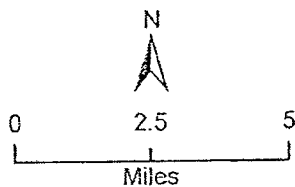
## EXHIBIT 1a



Date created: May 23, 2017

# Utopia WSC to Amend CCN No. 12383 in Uvalde County



## Requested Areas



-  Revised Existing Boundary - Approx. 2042 acres
-  New Addition - Approx. 13 acres

## EXHIBIT 1

Date created: May 23, 2017