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VM NEIGHBORS WATER GROUP
RULES AND REGULATIONS

SECTION 1.0 – Rate Schedule

Section 1.01 – Rates

The Water Group shall furnish, subject to the limitations set forth in the Customer Water Service Agreement and its rules, such quantity of water as the Customer requires in connection with the Customer's occupancy of a primary, residential structure, subject to the Water Group's water conservation and drought contingency rules, if any, as well as the Drought Contingency rules of the Middle Trinity Groundwater District, *at the following rates*:

Meter Size	Monthly Minimum Charge	Gallonage Charge
5/8" or 3/4"	$50 (Includes 0 gallons)	$3.00 per 1000 gallons up to 8,000 gallons
1"	$150.	$4.00 per 1000 gallons, 8,001to15,000 gallons
1½"	$200	$4.75 per 1000 gallons thereafter
2"	$300	

The Water Group will accept the following FORMS OF PAYMENT:

Cash _X_, Check _X_, Money Order _X_, Credit Card _X_, Other (specify) _____

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN $1.00 IN SMALL COINS. A WRITTEN RECIEPT WILL BE GIVEN FOR CASH PAYMENTS.

Rate Changes: Rates can be changed no more than once per year without the approval of the Executive Director of the Commission. Customers will be given notice of rate changes which states the effective date of the rate change, the old rates, the new rates, the Commission's address and a statement that written protests can be submitted to the Commission.

Section 1.02 – Fee Schedule

METER INSTALLATION FEE.....$500.00

METER TEST FEE.....$25.00

THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED $25.

METER RELOCATION FEE.....Actual Cost

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOIWNG REASONS:

a) Non-payment of bill (Maximum $25.00).....$25.00
b) Customer's request that service be disconnected.....$50.00

TRANSFER FEE.....$35.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE $5 minimum or 10% of the bill

RETURNED CHECK CHARGE..... $25.00
CUSTOMER DEPOSIT RESIDENTIAL (Maximum $50) $50.00

SECTION 2.0 – SERVICE RULES AND POLICIES

THE WATER GROUP, AT ITS SOLE DISCRETION, MAY TERMINATE SERVICE TO ANY CUSTOMER THAT THE WATER GROUP FINDS IN NONCOMPLIANCE WITH THE CUSTOMER SERVICE AGREEMENT OR THE WATER GROUP RULES AND REGULATIONS.

Section 2.01 – Application for Water Service

All applications for service will be made on the Water Group's standard application form (attached to these Rules & Regulations), will be signed by the applicant, any required fees (deposits, reconnect, tap, extension fees, etc. as applicable) will be paid and easements, if required, will be granted before services are provided by the utility. A separate application or contract will be made for each service location.

Applicants for new service connections which have undergone extensive plumbing modifications are required to furnish the Water Group with a completed customer service inspection certificate. The Water Group is not required to perform these inspections for the applicant/customer, but will assist in the applicant/customer in locating and obtaining the services of a certified inspector.

Section 2.02 – Water Group's Response to Application for Water Service

(A) Installation and Initiation of Service

After the applicant has met all the requirements, conditions and regulations for service, the Water Group will install tap, meter and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within (10) working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the Water Group will provide the applicant with a written explanation of the construction required and an expected date of service.

Except for good cause where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

(B) Refusal of Service

The Water Group may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations). In the event that the Water

Group refuses to serve an applicant, the Water Group will inform the applicant in writing of the basis of the refusal. The Water Group is also required to inform the applicant that a complaint may be filed with the Texas Commission on Environmental Quality ("TCEQ"). Further, the Water Group is not required to have a designated service area and is not obligated to serve every applicant for service, but it is required to provide service in a nondiscriminatory manner.

Section 2.03 – Payments

(A) Billing

(1) ***Regular Billing***
Once a meter has been installed, the Monthly Minimum will be billed monthly regardless of whether the Customer uses any water during the month. Please take note that if a property is rented, the Lot remains responsible for the monthly bill if the tenant does not pay. Water Group will maintain a record of payments mailed.

The Water Group will note on the monthly bill a local toll-free number to which customers can direct questions about their utility service, including questions regarding their bill. Each bill will also provide the total amount due for the water service, the due date of the bill, the date and reading of the meter at the beginning and end of the period for which the bill is rendered and the number of gallons consumed...

(2) ***Prorated Bills***
If service is interrupted or seriously impaired for 24 consecutive hours or more, the Water Group will prorate the monthly base charge in proportion to the time service was not available to reflect the loss of service.

(3) ***Due Date of Bills***
The due date of bills for utility service is at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the Water Group constitutes proof of the date of issuance.

(4) ***Liability for Bill Delivery***
The Customer understands and agrees that the Water Group shall not be liable for the delivery of the mail through the United States Postal Service (USPS). If the Customer does not receive his or her billing statement within a reasonable period of time, the Customer is responsible for either making payment (approximate) to the Water Group, including account number on all checks, contacting the Water Group to obtain another copy of the Customer's billing statement, or acquiring a current account balance due to the Water Group, at which time the Customer shall make payment in full.

(B) Delinquent Payments & Consequences

(1) ***Delinquent Payment Defined***
Payment for utility service is delinquent if the Water Group does not receive full payment, including late fees and the regulatory assessment, by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next work day after the due date. Payment on an account by any means that has been dishonored and returned by the payor or payee's bank is deemed to be delinquent.

(2) ***Consequences for Delinquent Payment***
The Water Group will charge a late penalty of a minimum of $5 or 10% of the bills received after the due date. The Water Group will mail or hand deliver a separate notice of late payment to the Customer. After mailing a late notice, the Water Group may disconnect service if the amount due and late penalty are not paid by twenty six (26) days after the bill was first issued. A reconnection charge will then be charged to the Customer's account for reconnection of service, whether for non-payment and/or at the Customer's request (see Reconnection Fee, Section 2.04(B) (2) of these Rules and Regulations).

Any delinquent payment or late charge payment or charge for a dishonored check will result in a penalty being assessed or a deposit being required or both. Utility service crew cannot collect payments on customer accounts in the field.

If payment of the water bill is delinquent (3) times on average in a one-year period, a deposit of $50.00 will be required to keep said account active. When the account has been in a current-paid status for a one (1) year time period, this deposit amount may be refunded to the customer.

Section 2.04 – Deposits, Fees, and Other Charges

(A) Customer Deposits

(1) ***Residential Applicants***
If a residential applicant cannot establish credit to the satisfaction of the Water Group, the applicant may be required to pay a deposit as provided in Section 1.02 – Miscellaneous Fees of these Rules and Regulations. The Water Group will keep records of the deposit and credit interest in accordance with the TCEQ Rules.

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the Water Group or another water or sewer utility.

(2) ***Non-residential Applicants***
Nonresidential applicants who cannot establish credit to the satisfaction of the Water Group may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

(3) ***Refund of Deposits***
If service is not connected, or after disconnection of service, the Water Group will promptly refund, within 30 days, the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any residential customer who has paid 18 consecutive billings without being delinquent.

(B) Fees

(1) ***Tap Fee***
A new customer requesting service at a location where service has not previously been provided must pay a tap fee.

Any change in meter size or change in meter location, requested by the Customer, will be charged time and materials and will be performed at the discretion of the Water Group.

(2) ***Reconnection Fee***
A customer requesting service where service has previously been provided must pay a reconnect fee.

A reconnection charge will be applied to the Customer's account for reconnection of service. Payment of all service charges and fees must be received by 5:00 pm of the regularly scheduled work day in order to have water service reconnected. Any reconnections performed after regular business hours, on weekends, or holidays shall be assessed an after-hour premium. When service has been disconnected for nonpayment of a bill, service will be reconnected within one (1) working day after the Customer has met the requirements for reconnection.

(3) ***Unscheduled Fees***
Any applicant or customer required to pay for any costs not specifically set forth in the Section 1 of the Water Group's Rules & Regulations shall be given a written explanation of such costs prior to request for payment and/or commencement of construction.

Section 2.05 – Service Disconnection, Reconnection, and Interruptions

(A) Service Disconnection

(1) ***With Notice***
Service may be disconnected if the monthly bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 26 days after issuance of the bill. A separate termination notice will be mailed or hand delivered.

The Water Group is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 30 days from the date of issuance of the bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery.

Water Group may permanently disconnect service to an existing Customer only if authorized to do so, in writing, by the executive director of TCEQ or his designated representative and after delinquency notice has been given.

(B) Reconnection of Service

(1) ***Availability of Water Group for Reconnection of Service***
Water Group personnel will be available during normal business hours to accept payments on the day service is disconnected and the following day unless service was disconnected at the customer's request or due to a hazardous condition.

(2) ***Time Frame for Reconnection of Service***

Service will be reconnected within 36 hours after the past due bill, reconnect fees and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.

(C) Service Interruptions

The Water Group will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the Water Group will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the Water Group will keep a complete record of all interruptions, both emergency and scheduled.

Water Group may disconnect service without notice if there is an imminent hazard to the utility system.

Section 2.06 – Access to Customer's Premises

(A) Water Group's Right of Access

The Water Group will have the right of access to the customer's premises *at all reasonable times* for the purpose of installing, testing, maintaining, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or violations of the these Rules and Regulations, reading the water meter, checking for illegal connections or unsafe plumbing practices or cross-connections, in compliance with the requirements of the Commission's "Rules and Regulations for Public Water Systems." The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law, if any. Unless necessary to respond equipment failure, leak or other condition creating immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours and the utility personnel will attempt to notify the customer that they will be working on the customer's property.

(B) Customer's Rights & Responsibilities Regarding Water Group's Access

The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

Section 2.07 – Back Flow Prevention Devices

(A) Necessity of Back Flow Prevention Device

No water connection shall be allowed to any residence where an actual or potential contamination hazard exists unless the utilities facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the specific potential hazard identified in

§290.47(i) Appendix, 1, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems.

The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a customer service inspection certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

At any residence where it has been determined by a customer service inspection, that there is no actual or potential contamination hazard, as referenced by §290.47(i) Appendix, 1, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems, *then a backflow prevention assembly or device is NOT REQUIRED.* Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

(B) Annual Testing of Backflow Prevention Device
All backflow prevention assemblies or devices shall be tested upon installation by a TCEQ certified backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a certified backflow prevention assembly tester.

If the Water Group determines that a backflow prevention assembly or device is required, the Water Group will provide the customer or applicant with a list of TCEQ certified backflow prevention assembly testers. The customer will be responsible for the cost of installation and testing, if any, of backflow prevention assembly or device. The customer should contact several qualified installers to compare prices before installation. The customer must pay for any required maintenance and annual testing and must furnish a copy of the test results demonstrating that the assembly is functioning properly to the Water Group within 30 days after the anniversary date of the installation unless a different date is agreed upon.

Section 2.08 – Meter Requirements, Readings, and Testing

One meter is required for each residential connection. All water sold by the Water Group will be billed based on meter measurements. The Water Group will provide, install, own and maintain meters to measure amounts of water consumed by its customers, at the sole expense and responsibility of the Water Group, except for the cost of the meter, which is shown on the rate schedule above.

Water Group will, upon the request of the Customer, and, if the Customer so desires, in his or her presence or in that of his or her authorized representative, make a test of the accuracy of the Customer's meter. The test may be made using a container of known volume.

A meter test will cost $25.00, which shall be paid by the Customer. Following the completing of any requested test, the utility will promptly advise the Customer, in writing, of the results. If the meter is in error by more than 3%, the meter should be replaced at the expense of Water Group.

Meters will be read at monthly intervals.

(A) Meter Tests

(1) ***By VM Water Group***
The Water Group shall periodically test the water from the well, and VM Water Group will make the resulting report available to all customers. A current copy of the quality of the water, as tested, is attached to these Water Group Rules & Regulations.

Meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period.

(2) ***By Customer***
The customer may test the water as frequently as the customer desires, at his or her own expense.

(B) Water Treatment

The Water Group will **not** treat the water from the well. If the customer desires any further treatment of the water, it is the sole responsibility of the customer to provide such treatment at his or her own cost.

Section 2.08 – Maintenance & Upkeep

The Water Group will plan, furnish, and maintain production, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses, at the Water Group's expense. Furthermore, the Water Group will maintain all easements for access to the water and the well at the Water Group's expense. The Water Group will provide 24-hour notice, if possible, before water is shut off for repairs.

Section 2.09 – Customer Complaints & Disputes

If a customer or applicant for service files a complaint, the Water Group will promptly investigate the matter and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the Water Group's response, Water Group will advise the complainant that the complainant has recourse through the TCEQ complaint process. Pending resolution of a complaint, the Commission may require continuation or restoration of service. The Water Group will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

While Water Group is encouraged by the Commission to offer a deferred payment plan to a Customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments, Water Group is not required to agree to any such arrangement.

All practices and polices related to the extension of service to new applicants or to the restoration of service will be reasonable and nondiscriminatory.

SECTION 3 – CUSTOMER'S LIABILITY AND RESPONSIBILITIES

Section 3.01 – Customer's Liability

Customer shall be liable for any damage or injury to property owned by Water Group shown to be caused by the customer.

Section 3.02 – Customer's Responsibilities & Prohibitions

(A) Responsibilities

(1) ***Customer Must Mark Preferred Location for a New Installation.***
If this is a new installation, the customer is required to clearly mark the property lines with a stake and mark the side of the lot where they prefer the new meter be installed (meter will be installed along one of the side property lines within the street right-of-way). The Water Group reserves the right to determine the final location of the meter site.

(2) ***Customer Must Keep the Meter Box Clear***
It is the customer's responsibility to keep the meter box clear of landscaping, bees, and debris. If the meter reader cannot read the meter because of any of the above, the Water Group will bill the Customer an amount equal to the highest water usage over the past 12 months for that billing and the customer will be notified to clear the meter before the next reading.

(3) ***Customer Must Inform the Water Group of Change in Ownership, Use, and Billing Information***
It is the responsibility of the customer to notify the Water Group of any change of ownership, change of use, or change of billing address. For the Customer's protection, in case of any emergency situation, please ensure that the Water Group has phone numbers on file to reach the Customer if the Customer is to be unavailable for any length of time.

(4) ***Customer's Responsibilities on the Customer's Side of the Meter Service***
(a) Customer is responsible for installing and maintaining a water pressure regulator, as well as a cut-off valve to isolate the Property Owner's system to be installed on the Property Owner's system.
(b) Customer is responsible for all plumbing on their side of the water meter.
(c) Customer is responsible for all water usage for any leaks, including payment for all water usage from such leaks.

(5) ***Customer Shall Maintain Minimum Separation Distance of at least Nine (9) Feet in All directions from Any Potential Contamination Source***
The Customer shall maintain a minimum separation distance of at least nine (9) feet in all directions to any potential source of contamination, as determined by the Water Group at its sole discretion. The Water Group may terminate water service to any Customer, immediately, for any noncompliance with this provision, until which time the cross-connection(s) is eliminated.

(6) ***Customer Shall Install & Maintain Service Line at Customer's Own Expense***
The Property Owner shall install and maintain, at his/her own expense, a service line which shall begin at the meter and extend to the dwelling or point of use. Each Customer shall have a separate

and distinct service connection to the Water Group's water supply system with a meter supplied by the Water Group at the Customer's expense. The Water Group shall have final authority in determining the location of a service line connection to the Water Group's water supply system.

(B) Prohibitions

(1) ***Customer May Not Use the Water for Commercial Purposes***
A Customer who executes an Application for Residential Water Service/Customer Service Agreement is prohibited from using the water for any commercial purpose.

(2) ***Customer May Not Drill Any Type of Water Well (Unless Well is an Exempt Well)***
The Customer has no right to drill any type of water well on the Property, as all the groundwater is owned by Command Decisions and sold to the Water Group for re-sale to the Customer; however, the Customer may drill one Exempt Well on his or her property. An *Exempt Well* is a well that meets the following criteria:

(a) A well with a casting diameter of five inches nominal or less pumped only by a windmill; **or**
(b) A well -
  (i) Used solely for:
    (1) Domestic use
    (2) Providing water for livestock, wildlife, or poultry; and/or
    (3) Ranching purposes; **and**
  (ii) That is drilled, completed, or equipped so that it is incapable of producing more than 25,000 gallons of groundwater a day.

(3) ***Customer May Not Operate the Water Group's Supply-Side Meter Shut-off***
Under no circumstance is the customer to operate the Water Group's meter shut-off located on the supply-side of the water meter. Customer will only use the shut-off valve on their side of the meter.

(4) ***Customer May Not Attach Any Ground Wire to Plumbing***
Customers are forbidden to attach any ground wire to any plumbing, which may, or may not be, connected to the Water Group's distribution system.

(5) ***Customer May Not Cross-Connect Any Water Source to the Water Lines Served By the Water Group's Public Water Supply System***
The Customer agrees that no other past, present, or future source of water shall be connected to any water lines served by the Water Group's public water supply system and the Customer shall disconnect from any present water supply prior to connection to and switching to the Water Group's system and shall eliminate any present or future cross-connection in the Customer's system.

SECTION 4 – WATER GROUP'S RESPONSIBILITIES

Section 4.01 – Delivery of Water

Water Group agrees to deliver water to the meter(s) servicing the Customer's premises at a minimum pressure of thirty-five (35) pounds per square inch (psi) to the meter, but shall not be held liable or

responsible for any damage in or on the Customer's property resulting from system pressures greater than thirty-five (35) psi.

Section 4.02 – Meter Box

Water Group, at customer's expense, shall purchase and install a meter box with a lockable cutoff valve and a water meter in each service. The Water Group shall have exclusive rights to use of cutoff valve and water meter.

Section 4.03 – Allocation of Water

Water Group, at its sole discretion, shall determine the allocation of water to the Customers in the event of a water shortage; and may shut off water to a Customer who allows a connection or extension to be made off his or her service line for the purpose of supplying water to another user. In the event total water supply shall be insufficient to meet all needs of the Customer, or in the event there is a shortage, the Water Group may prorate the water available among the various Customers on such basis as the Water Group deems equitable, a schedule of hours covering use of water for lawn and garden purposes or other outside water use by particular Customers, and require adherence thereto or prohibit the use of water for lawn and garden purposes or other outside use; provided that, if any time the total water supply shall be insufficient to meet all of the needs of the Customers. Further, Water Group is required to enforce any Drought Contingency Plan as established by the Middle Trinity Groundwater District and will do so when necessary.