

JEFFERSON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 10

WATER AND SEWER USE SERVICE POLICY

**A POLICY RELATING TO CLASSES OF USERS;
WATER AND SEWER CHARGES; PROVIDING FOR PERIODIC
REVIEW OF WATER AND SEWER RATES; ESTABLISHING
BILLING PROCEDURES; PROVIDING THE CONNECTION
OF EXISTING SERVICE TO THE SANITARY SEWER SYSTEM
OF THE DISTRICT; PROVIDING STANDARDS FOR
NEW CONNECTIONS BEGINNING AS OF THE
EFFECTIVE DATE OF THIS POLICY;
PROHIBITING DISCHARGE OF UNACCEPTABLE SUBSTANCES;
SETTING STANDARDS FOR SERVICE CONNECTIONS
AND EXTENSIONS; PROVIDING FOR THE
VALIDITY AND SEVERABILITY OF PROVISIONS
OF THE POLICY; AND PROVIDING
FOR ENFORCEMENT HEREOF**

WHEREAS, the Jefferson County Water Control and Improvement District No. 10 (the “District”) has provided facilities for the production and distribution of potable water to residential and business users within its boundaries;

WHEREAS, the District shall hereafter provide facilities for collection and treatment of sewage to promote health, safety, and convenience of its residential and business customers and to safeguard the water resources within the District;

WHEREAS, such water and sewer facilities shall be designed, constructed, and operated for the purpose of providing water and sanitary sewage service for domestic sewage only, without industrial wastes, and without excessive amounts of storm drainage or ground water;

WHEREAS, proper protection and operation of the sanitary sewer collection and treatment facilities may require exclusion or regulated discharge of waste matter other than domestic sewage, as well as exclusion of storm drainage or ground water; and

WHEREAS, existing policies and regulations for water and sanitary sewer use must be supplemented in order to meet requirements of the United States Environmental Protection Agency (“EPA”) and the Texas Commission on Environmental Quality (the “TCEQ”);

NOW THEREFORE, any existing water and sanitary sewer policy of the District including but not limited to the policies adopted as of June 16, 2016, are hereby amended, modified, and supplemented to read as hereinafter set forth:

SECTION 1 **DEFINITIONS**

The meaning of terms used in this Service Policy shall be as follows:

- a) Developer. Individual or entity that (i) subdivides land by dividing any lot, tract, or parcel of land, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or (ii) requests more than two water or sewer service connections on a single contiguous tract of land.
- b) District. Jefferson County Water Control and Improvement District No. 10
- c) District's Sewer System. The sanitary sewer collection, disposal, and treatment facilities constructed and operated by the District and any sanitary sewer system or sewer extensions, which may be built within the District in the future.
- d) District's Water System. The water production, treatment, and distribution facilities operated or to be constructed by the District as currently operating and any water system extensions or improvements which may be built within the District in the future.
- e) Grinder Pump Station. The individual lift stations located at each commercial building or residence which may be installed, owned, and maintained by the District as part of the District's Sewer System. The Grinder Pump Station includes a pump, tank, controls, control panel, valves, piping, electric wiring and related facilities.
- f) Revenues. Any funds received for water or sanitary sewer service, tap fees, service charge fees, disconnect fees, reconnection fees or any and all other charges except for advanced payments that may be charged and collected by the District from the ownership and operation of its water and sanitary sewer service system.
- g) Sewer Service Line. The sewer line from the foundation of a business or residence to the District's sewer line, that is generally on the property of the residence or commercial building.
- h) Water Service Line. The waterline from the foundation of a business or residence to the District's meter that is generally on property of the residence or business.
- i) Uniform Plumbing Code. The District has adopted the Uniform Plumbing Code, 2006 Edition. The provisions of this code shall apply to the erection, installation, repair, relocation, replacement, addition to, use or maintenance of any and all plumbing systems within the District.
- j) Customer Service Inspections. The District has implemented a Customer Service Inspection Program to inspect residential customers minor repairs to existing water and sewer facilities on the homeowners' side or to existing service where hazards are suspected.

SECTION 2 **CLASSES OF USERS**

All users of the District's water and sewer services shall be grouped into the following classes:

- a) Residential users, consisting of residential users located within the District.
- b) Commercial users, consisting of users located within the District to which service to a non-residential structure is provided.
- c) Outside District users, consisting of residential or commercial users located outside the District.

All water and sewer charges shall be assessed in such a manner that each class of users pay its proportionate share of all debt service and operation and maintenance for water and sewer service. Other classes of users shall be added in the future if necessary. All classes of users may be grouped into sub-classes according to the meter size provided to their residence and/or commercial establishment.

SECTION 3 **REQUIREMENTS FOR SERVICE**

To obtain service, a customer must do the following:

- a) Complete and submit a Service Application provided by the District.
- b) Provide proof of ownership to property for which service has been requested in a manner acceptable to the District. Proof of ownership shall consist of warranty deed, deed of trust or recordable documentation of fee simple title to the real estate designated to receive service.
- c) Renters must provide proof of lease agreement or a notarized written statement from the landlord/owner stating the renters name and effective rent date.
- d) Residential landlord/owners wishing to have the Service Application for single-family residences in their name may do so by signing the Utility Service Guarantee Agreement.
- e) Establish advanced payment as required by the District Service Application.
- f) Pay all required fees in full (tap fees, advanced payment, capacity study etc.).
- g) Developers, as defined in Section 1, must comply with Section 17 of this Service Policy prior to obtaining approval for service.

h) Outside District users must submit a written request to the District’s General Manager. After the General Manager determines service availability, the Outside District user must receive approval for service from the District’s Board of Directors. The General Manager will place the request for service on the agenda for the next meeting of the Board of Directors. The regular meetings of the Board of Directors are held the third Thursday of the month at 4:00 p.m. at the District office. Once Board approval is granted, the Outside District user shall comply with parts a) through c) of this section.

i) The District shall consider master metering to apartments, condominiums, mobile home/RV parks or business centers at an applicant’s request provided the total number of units to be served are all owned by the same person, partnership, cooperative, corporation, agency or public or private organization, are directly inaccessible to public right-of-way, and are considered a commercial enterprise (i.e. for business, rental or lease purposes). A request for a Master Metered Account must be indicated on the Service Application.

SECTION 4
WATER AND SEWER CHARGES

(Effective June 18, 2020)

Each resident user, commercial user and outside-District user shall pay monthly service charges. The following rates per month shall be the rates charged for the water and sanitary sewer services furnished to residential and commercial customers. Outside-District users shall pay two and one half (2½) times the applicable rates indicated in parts a) and b) below:

a) Water Rates.

Base Rate: All customers will pay a base rate according to meter size as follows:

<i>Meter Size</i>	<i>Residential Monthly Base Rate</i>	<i>Commercial Monthly Base Rate</i>
5/8" x ¾"	\$13.25	\$13.25
1"	\$13.25	\$33.12
1 ½"	\$66.24	\$66.24
2"	\$105.98	\$105.98

Gallonge Charge: In addition to the base rate, customers will pay for usage during any one billing period as follows:

<i>Gallons Used</i>	<i>Rate per 1000 gallons</i>
1,000 to 10,000	\$4.14
10,001 to 20,000	\$4.97
20,001 to 40,000	\$5.80
40,001+	\$6.62

b) Sewer Rates.

Base Rate: All customers will pay a base rate according to meter size as follows:

<i>Meter Size</i>	<i>Residential Monthly Base Rate</i>	<i>Commercial Monthly Base Rate</i>
5/8" x 3/4"	\$9.94	\$9.94
1"	\$9.94	\$24.84
1 1/2"	\$49.68	\$49.68
2"	\$79.49	\$79.49

Gallonge Charge:

Residential: In addition to the base rate, residential customers will pay for usage at \$5.13 per thousand gallons. The usage is based on a winter average determined from usage during December, January and February each year. Residential customers obtaining service anytime after December 1st of the year will pay for sewer usage based on the gallonge consumed. After a residential customer has had service during a complete winter averaging cycle (December, January and February), gallonge will be charged based upon the winter average. Customers can choose to opt out of winter average by submitting a request to the District.

Commercial: In addition to the base rate, commercial customers will pay \$5.13 per thousand gallons for usage during any one billing period.

c) A regulatory assessment charge of one-half percent (1/2%) of retail water and sewer charges will be added to the customer's monthly billing in accordance with state requirements. The assessments will be remitted by the District to the TCEQ and are to be used by the Commission in performing its regulatory duties and in providing training and technical assistance to utilities.

SECTION 5
TAP CHARGES

a) The District shall provide water and wastewater taps in accordance with the following fee schedule:

<u>Meter Size</u>	<u>Water Tap Fee</u>
5/8" x 3/4"	\$1,000.00
1"	\$1,200.00
Greater than 1"	\$1,500.00

<u>Line Size</u>	<u>Wastewater Tap Fee</u>
4"	\$1,000.00
6"	\$1,500.00

Paved crossings will require an additional fee of \$1,000.00 per tap or cost plus 10% if subcontracted out by District. Outside District Users pay above charges plus a 15% surcharge.

b) Any party desiring to make a connection to the District's systems must first comply with the requirements set forth in Section 3 (Requirements for Service).

c) For new construction, prior to making a new connection to the District's water or sewer system, a plumbing permit must be obtained from the District office. The District's representative shall inspect the connecting line and connections, before they are covered or enclosed with dirt or any other material, to determine whether or not they have been properly installed in accordance with the requirements of the International Plumbing Code Council and any other applicable governing entities requirements.

SECTION 6

OTHER CHARGES

a) Bank Draft Set Up: Customers may make application with the District to set up payment by bank draft. There is no charge for the ACH bank draft set up.

b) Service Trip Fee: A trip charge of \$25.00 is required per trip for turning off customer water and/or turning on water at the customer request. A service trip fee will also be assessed if District personnel respond to a customer request for service and it is determined the problem is on the customer's property.

c) Insufficient Funds Fee: A service charge of \$35.00 is assessed for handling insufficient fund checks and/or bank drafts.

d) Late Payment Fee: A delinquent charge will be added, if the bill is not paid on or before the close of business on the 20th each month. The delinquent charge shall be \$10.00.

e) Reconnect Fee: A reconnection fee of \$35.00 will be charged before service can be restored to any customer who has been disconnected for any valid reason including the customer's request for disconnection of service or for failure to pay user charges. The reconnect fee will be added to a customer's bill if payment is not received prior to the disconnect day noted on a final bill.

f) After Hours Call Out Fee: A fee of \$100.00 will be charged for District services after regular business hours. District services includes turning on/off meters at the customer's request. If a customer requests District services and it is determined the problem is on the customer's property, the after hours call out fee will be assessed. If it is determined the problem is on District property, no fee will be assessed.

g) Pulled Meter Fee: If a customer's meter is pulled for tampering with the District's meter or equipment, by-passing the meter or equipment, or other diversion of service, a fee of \$100.00 will be assessed to the account.

h) Equipment Damage Fee: An equipment damage fee will be charged in cases of meter tampering or bypassing, service diversion, the discharge of wastes which the system can not properly treat, incidents where service is connected or reconnected without authority, and for

damage to District property caused by the customer. The fee charged will be based on the actual cost of all labor, material, equipment, and other costs necessary to repair or replace equipment damaged, or costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, plus an additional 20% of the total cost of installation to allow the District to recoup its cost plus administrative charges. Labor will be charged at a rate of \$25.00 per hour for each District employee required, with a minimum charge of one hour. For incidents of intentional damage to District property or where service is reconnected without authority, the equipment damage fee will be a minimum \$100.00.

i) Duplicate Billing Fee: The District may provide a duplicate bill to a renter/lessee at the written request of the property owner. A fee of \$2.00 will be added to the account for each duplicate bill (regular billing and/or final billing) to cover postage and administrative costs. To provide a duplicate billing, the property owner will be required to complete a “Duplicate Billing Agreement” form provided by the District.

j) Tenant Notification Fee for Master Metered Accounts: A fee of \$50.00 will be assessed when a final notice is distributed to tenants of a master metered account (see Section 11 c).

k) Customer History Report Fee: A minimum fee of \$5.00 shall be charged to provide a copy of the customer’s record of past water/sewer purchases in response to a customer’s request for such record.

l) Non-Disclosure Fee: A fee of \$5.00 shall be assessed any customer requesting in writing that personal information under the terms of this Service Policy not be disclosed to the public.

m) Public Information Request 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 District. Cost will be based on the level of service and costs to provide such information in accordance with the Texas Open Records Act: Chapter 552, Texas Government Code.

n) Customer Service and Plumbing Inspection Fees: A fee will be assessed each applicant before permanent continuous service is provided to new construction. Fees will be in accordance with most recently adopted plumbing inspection fees.

SECTION 7
ADVANCED PAYMENTS
(Effective June 18, 2020)

a) At the time a Service Application is approved, an advanced payment shall be paid to the District. Service cannot be established until the advanced payment is made.

b) Notwithstanding the right of the District to establish such other fees as it may deem appropriate for residential or commercial customers, any residential customer requesting service shall be required to pay an advanced payment of \$100.00.

Renters requesting service shall be required to pay an advanced payment of \$150.00.

- c) Commercial customers shall be required to pay an advanced payment of \$300.00
- d) Customers already receiving service that have advanced payments of less than \$100.00 for residential customers and \$300.00 for commercial customers will be required to increase the advanced payment to current amounts if service is disconnected.
- e) Outside District Users will be required to pay an application fee of \$150.00 at the time application is made. If service is established, the application fee shall be applied to the customer's advance payment. Should service not be established, the application fee shall be forfeited.
- f) The advanced payment will be retained by the District and applied to the last payment when termination of service is requested. The remainder will be refunded to the customer at that time.
- g) The District has determined that no interest shall be paid on advanced payments established by District customers.

SECTION 8

PERIODIC REVIEW OF RATES

a) The District shall review the water and sewer rates annually on the basis of expenditures incurred in providing services. Expenditures shall be calculated separately for the following services;

- 1) Water service, including supply, treatment and distribution;
- 2) Sewer service, including collection, transportation, treatment and disposal;

Calculated expenditures for water and sewer services shall include:

- 1) Direct operation and maintenance expense;
- 2) Allowances for replacement of major system components;
- 3) Allowances for vehicle replacement;
- 4) Administration and billing expenses.

b) Water rates shall be determined on the basis of calculated expenditures required for water supply. Sewer rates shall be determined on the basis of calculated expenditures for the sewage collection and treatment system. In each case, allowances shall be made for contingencies and for excess or deficient revenues collected during the preceding year.

c) All water and sewer charges prescribed in Section 3 of this Service Policy shall be adjusted on the basis of this review.

SECTION 9 **METERING**

a) The District will provide and install and will continue to own and maintain all meters necessary for the measurement of water to all classes of customers as set forth in Section 2 of this Service Policy.

b) The District will, upon request of a customer or upon its own recognition of an accuracy concern, test the accuracy of the customer's meter. If upon testing the meter because of customer request, the meter is found to be accurate, the District will charge the customer a fee of \$25.00 to cover the cost of the test. If the meter is found to be inaccurate, there will be no charge to the customer. If a customer requests that a meter be pulled and tested for accuracy and the meter is found to be accurate, the customer will be responsible for all costs incurred by the District in removing and testing the meter.

c) If any meter is found to be outside of the accuracy standards established by the American Water Works Association, proper correction will be made of previous reading for the period of 2 months immediately preceding the removal of the meter from service for the test, but not exceeding 2 months, and adjusted bills will be rendered. If the meter is found not to have registered for any period, to have been bypassed or tampered with, to have not been installed, or is, for any reason, unable to be located, the District will charge for units used, based on amounts used under similar conditions during the preceding or subsequent period or during corresponding periods in previous years, or used by similar users under similar circumstances.

d) The District will, upon request of a customer, re-read the customer's meter. If the meter reading proves accurate, the customer will be billed for the cost of the service trip to re-read the meter. If the original reading is found to be incorrect, there will be no charge to the customer for the re-read and the customer's bill will be adjusted accordingly.

e) The District will charge for all labor, material, equipment, and other costs necessary to repair or replace equipment damage caused by the customer or due to meter tampering or bypassing, service diversion, or the discharge of wastes which the system can not properly treat. The District will charge for all costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority.

f) Meter Relocation: Relocation of services shall be allowed by the District provided that no transfer of customer is involved, an easement for the proposed location has been granted to the District, service capacity is available at the proposed location and the customer pays all costs associated with relocation and an administrative fee of \$50.00. Costs for relocation will include all tap charges, paved crossings, labor, material and equipment. Labor, material and equipment will be charged in accordance with Section 6 (h) of this policy.

g) Submetering by Master Metered accounts may be allowed in the District's water distribution or sewer collection system provided the Master Metered account customer complies with the TCEQ's Chapter 291 Subchapter H Rules pertaining to submetering. The District has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered account are not considered customers of the District. Complaints regarding submetering should be directed to the TCEQ. The District will protect the Certificate of Convenience and Necessity (CCN) and should a Master Metered account customer violate the District's policies or State regulations, the District will request a Cease and Desist Order from the TCEQ.

h) The customer shall provide District personnel with access to the meter. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the customer for the month. A notice shall be mailed informing the customer that access could not be gained. If access is denied for three (3) consecutive months, service will be discontinued, and the meter shall be removed with no further notice. Reconnection will be subject to all applicable fees and policies of the District.

SECTION 10

BILLING PROCEDURES

a) The District shall issue an itemized monthly bill to each water and/or sewer customer, indicating the amount due for water and sewer service. Bills will be mailed after the twentieth (20th) day of the month up until the last day of the month. The entire bill shall be payable to the District on or before the 20th day of the following month.

b) A bill is considered delinquent if not paid by the close of business on the due date. Bills not paid by the close of business on the due date will be assessed a \$10.00 late fee.

c) Final notices will be mailed allowing ten (10) additional days for payment prior to disconnection. The ten additional days shall begin the day the final notice is deposited with the U.S. Postal Service with sufficient postage.

d) If the date due for the regular or final billing is on a weekend or holiday, the date due will be the next business day after the weekend or holiday.

e) Master metered accounts will receive a final notice allowing five (5) additional days for payment prior to tenant notification. If the bill is not paid after five (5) days, tenants will receive notification that service will be terminated in five (5) additional days. If payment is not received by the final due date, service will be discontinued as described in Section 12.

f) If billings for District services are found to differ from the District's rates for the services, or if the District fails to bill the customer for services, a billing adjustment shall be calculated by the District. If the customer is due a refund, an adjustment will be made for the entire period of the overcharges. If the customer was undercharged, the District will backbill the customer for the amount actually used by the customer and may backbill at the actual cost. If the underbilling is \$25.00 or more, the District will offer the customer a deferred payment plan

option for the same length of time as the underbilling. In cases of meter tampering, bypass, or diversion, the District will not offer a deferred payment plan.

g) A customer may advise the District that a bill is in dispute by written notice to the District. A dispute must be registered with the District prior to the date of proposed discontinuance for a customer to avoid discontinuance of service. Upon registration of the dispute, the District will investigate and report the results in writing to the customer. In order to avoid discontinuance, the customer must pay the customer's average monthly usage at the current rates and will not be required to pay the disputed portion above the average monthly rate until the results of the investigation are complete. The customer's monthly average usage is based on the preceding 12-month period or if there is no previous usage information, consumption will be estimated by the District based on the usage levels of similar customers under similar conditions.

h) The District reserves the right to change its billing cycles.

SECTION 11 **PAYMENT METHODS**

a) Customers may make payment to the District by cash, check, money order or bank draft. Payments can be mailed, paid in person or placed in the drop box at the District office. Payments must be received by the close of business on the due date. No grace period will be allowed for payment post mark. Payments placed in the drop box after the close of business on the due date will be subject to late fees.

b) Returned Check Procedure: If a check submitted to the District for regular billing or final billing is returned for insufficient funds, a notice shall be sent to the customer via the United States Postal Service. The notice shall allow ten (10) days from the date of the notice for redemption of the returned check and payment of the Insufficient Funds Fee. Redemption of the returned instrument and payment of the Insufficient Funds Fee shall be made by cash, money order or certified check. Failure to pay by the close of business on the tenth day from the date of the letter shall result in termination of service. If a check submitted to the District for reconnection of service after disconnection for nonpayment is returned for insufficient funds, immediate termination of service will occur. Service cannot be reinstated until full payment of past due amount, current amount due and all fees are made by cash, money order or certified check. Any such instruments returned as insufficient or non-negotiable, for any reason, for any two billing periods within a twelve-month period shall be considered evidence of bad credit risk by the District. Customers classified as a credit risk will be placed on a "cash only" basis for a period of twelve (12) months and may only make payment by cash, certified check or money order.

c) Payment by Bank Draft: Customers choosing to participate in the Automatic Bank Draft Service will continue to receive a monthly bill, except "DO NOT PAY – BANK DRAFT" will appear on the bill. Bills will be mailed after the 20th day of the month and no later than the last day of the month. Bills are due on or before the 20th day of the following month. Payment will be drafted from the Customer's bank account three (3) business days prior to the

due date (i.e. prior to the 20th of the month). Customers participating in this automatic drafting service will need to examine their monthly bill and post their check register accordingly prior to the draft being charged to their account. If the amount being billed should be questioned, the Customer should contact the District office to discuss any discrepancies prior to automatic draft occurring. If a credit is due the customer after the draft has been deposited by the District, the credit will be in the form of an adjustment to the customer's account. No cash or check refunds will be made to the customer. The return of a preauthorized draft check will initiate the implementation of the District's Insufficient Funds (NSF) Policy in accordance with the current Service Policy. The customer will be notified by mail of insufficient funds and the customer's account will be assessed the NSF charge. Two NSF drafts in any six-month period will cause the customer to be ineligible for the automatic bank draft policy and will require payments to the District by cash, certified check or money order for one year. Customers requesting preauthorized bank draft must provide the following to the District office:

- 1) Completed "Authorization Agreement for Preauthorized Payments" form (available at District office).
- 2) A voided check.
- 3) A one-time setup fee of \$15.00, payable by cash, check or money order to Jefferson County WCID No. 10.
- d) Deferred Payment Agreements: The District can provide, in certain situations, a deferred payment agreement to a customer who has experienced an emergency beyond his/her control and having expressed an inability to pay all of the outstanding balance on his/her account. The customer must personally come to the office and sign a payment contract. A payment schedule will be agreed upon by both parties and indicated in the payment contract. Service will not be disconnected unless the terms of the contracted agreement are broken or upon request of the customer.

SECTION 12

DISCONNECTION OF SERVICE

- a) The District may disconnect service to any customer for any of the following reasons:
 - 1) Written request of the customer
 - 2) Failure to pay all water and sewer charges by the close of business on the due date of a final billing.
 - 3) Existence of a known hazardous condition that could adversely affect the District or the customer at whose property an adverse condition has been found.
 - 4) Service established through meter bypassing, unauthorized connection, or unauthorized re-connection or multiple connections to a single meter.

- 5) Tampering with water meter or other District facilities.
- 6) Service established through an interconnection with another customer may result in termination of service without notice to both customers.
 - b) If disconnection is solely due to failure of a customer to pay monthly charges or upon the failure of a customer to pay other charges, the District will:
 - 1) Give at least ten (10) days notice prior to disconnection.
 - 2) Have district personnel available to make reconnection by the next normal working day after the delinquent amount and reconnection fees are paid.
 - c) The District may provide reconnection of service after regular business hours for an additional fee of \$100.00. Reconnection of service will not be provided after 8:00 pm.
 - d) All charges and fees due must be paid prior to reconnection. After disconnection of service for nonpayment, a customer must pay the past due amount, current billing charges and all fees assessed in accordance with this Service Policy.
 - e) Should payment by check or bank draft for reconnection of service be returned for insufficient funds, immediate disconnection of service will occur. Service reconnection will require payment by cash, certified check or money order.
 - f) If payment has not been made 10 business days after service disconnection, the account will be final billed and the meter will be locked. Future service to same property owner will require payment of all past due amounts, a new Service Agreement and a new advanced payment.

SECTION 13 **USE OF COLLECTED FUNDS**

All water and sewer revenues collected by the District shall be placed in a fund for water system operation and maintenance and sewer operation and maintenance. The fund shall be spent only for its designated purpose. The District shall maintain such accounting procedures and control of expenditures as necessary to ensure that all funds are spent as designated and in accordance with District purchasing policies.

SECTION 14 **WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN**

All use of water within the District shall be subject to the Water Conservation and Drought Contingency Plan adopted by the Board of Directors of the District on July 8, 1993, and as such Water Conservation and Drought Contingency Plan may hereafter be amended or modified by the Board of Directors of the District. Copies of the District's Water Conservation

and Drought Contingency Plan are available from the District office for a fee assessed in accordance with Section 6 m.

SECTION 15
BACKFLOW PREVENTION AND CROSS CONNECTIONS

In accordance with 30 TAC §290.44, the following backflow prevention and cross connection program will be enforced by the District:

- a) A backflow prevention device must be installed at any residence or establishment where an actual or potential contamination hazard exists as assessed in Appendix 1 of 30 TAC 290.47(i).
- b) The District will determine the necessity of backflow prevention devices during Customer Service Inspections.
- c) The District will refer to Appendix 1 of 30 TAC 290.47(i) to determine if a backflow prevention device is required and to determine what type of backflow prevention device shall be installed.
- d) Where backflow prevention devices are required, they shall be inspected annually and tested by a certified backflow prevention assembly tester, whose report shall be filed with the District.
- e) Annually, the District will send a notice to any residence or establishment that has a backflow prevention device requesting the device be certified. Thirty (30) days will be allowed to submit the certification to the District office. Failure to do so may result in termination of water/wastewater service.
- f) The District will attempt to educate customers on potential hazards of cross connections through mail-outs, public speaking engagements and informative brochures.

SECTION 16
EXCLUDED FLOW AND WASTE

- a) No waste material, which is not biologically degradable, will be permitted to be discharged into the district's facilities, including mud and debris accumulated during service line installation.
- b) No industrial wastes other than domestic sewage shall be discharged into the District's sewer system unless approved in writing by the Board of Directors. No toxic wastes, wastes which would damage the collection and treatment facilities or wastes which would interfere with the waste treatment process shall be discharged into the District's sewer system.

c) Industrial wastes shall not be diluted by unnecessary use of process water, or by adding unpolluted water, before discharging into the District's sewer system. No unpolluted cooling water shall be discharged into the District's sewer system.

d) No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's sewer system.

e) No ground water drains, foundation drains, or other subsurface drains shall be connected in the District's sewer system.

f) No rain, surface or subsurface water shall be connected to or discharged into the sewer system.

g) No effluent drains from existing and/or abandoned septic tanks or field lines will be permitted to remain in service.

SECTION 17 **SUBDIVISION POLICY**

a) The District is not required to extend retail utility service to an applicant in a subdivision where the responsible party (Applicant/Developer) of the applicable property has failed to comply with the terms of this policy.

b) This section is applicable to subdivisions, developments, or whenever additional service facilities are requested.

c) Any Applicant/Developer subject to this section is required to pay all applicable costs necessary to provide service to the requested area including the cost of facilities, legal expenses, engineering expenses, construction expenses, inspection expenses, and administration expenses. Applicable costs must be paid prior to utility service being provided by the District.

d) This Section may be altered or suspended for planned facility expansions when the District extends its indebtedness. The District shall interpret on an individual basis whether or not the Applicant/Developers service request shall be subject to all or part of the conditions of this section on a non-discriminatory basis and a manner that is equitable to current users and future users.

e) The Applicant/Developer shall complete a Service Application and Agreement including the completion of the item titled "Special Service Needs of the Applicant/Developer". The Application must include a final plat that shows the Applicant/Developers requested service area. The plat must be approved by all regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right-of way, and other service facilities. Plans, specifications, and special requirements of such regulatory authorities shall be submitted with the plat. Detailed plans of the proposed development, certified by a Professional Engineer registered in the State of Texas, must be submitted at the time of application.

f) At the time the Applicant/Developer submits the Application, an Investigation Fee of \$150.00 to cover administrative fees shall be paid to the District.

g) Upon receipt of the signed service application and Investigation Fee, the District shall investigate the service requirements for the requested area by reviewing all plans submitted to ensure compliance with the District's detailed specifications for water and sewer utilities as contained in Appendix B.

h) The District may require a plan review by the District's Consulting Engineer. The Applicant/Developer shall be responsible for reimbursing the District for engineering fees incurred from this review. The District will provide a statement of fees to the Applicant/Developer. Plans will not be approved until reimbursement is received.

i) The District reserves the right to upgrade design of service facilities to meet future demands; provided however, that the District pays the expense of such upgrading above the Applicant/Developer's facility requirements.

j) All Applicant/Developers falling under this section shall enter into a written contract, drawn up by the District's attorney, in addition to submitting the District's Service Application and Agreement. The Applicant/Developer shall be required to reimburse the District for all legal costs associated with obtaining a contract. 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:

- 1) All costs associated with required administration, design, construction, and inspection of facilities for utility service to the Applicant/Developer's service area and terms by which these costs are to be paid.
- 2) Procedures by which the Applicant/Developer shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- 3) Terms by which the District shall administer the Applicant/Developer's project with respect to:
 - Design of the Applicant/Developer's service facilities;
 - Securing and qualifying bids;
 - Execution of the Service Agreement;
 - Selection of a qualified bidder for construction;
 - Dispensing advanced funds for construction of facilities required for the Applicant/Developer's service;
 - Inspecting construction of facilities; and
 - Testing facilities and closing of the project.
- 4) Terms by which the Applicant/Developer shall indemnify the District from all third-party claims or lawsuit in connection with the project contemplated.

- 5) Terms by which the Applicant/Developer shall deed all constructed facilities to the District and by which the District shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with the construction of the Applicant/Developers project.
- 6) Terms by which the Applicant/Developer shall grant title or easement for right-of-ways, constructed facilities, and facility sites and/or terms by which the Applicant/Developer shall provide for the securing of required right-of-ways and sites.
- 7) Terms by which the District shall review and approve the Service Contract pursuant to current rules, regulations, and policies.

k) With regard to construction of facilities, the District shall require private right-of-way easements on private property. The District shall require an exclusive dedicated right-of-way on the Applicant/Developer's property (as required by the size of the planned facilities and as determined by the District) and title to property required for other on-site facilities. If the District determines that right-of-way easements or facility sites outside the Applicant/Developer's property are required, the District shall require the Applicant/Developer secure easements or title to facility sites in behalf of the District. All right-of-way easements and property titles shall be researched, validated, and filed by the District at the expense of the Applicant/Developer.

l) Easements and facility sites shall be prepared for the construction of the District's pipeline and facility installations in accordance with the District's requirements and at the expense of the Applicant/Developer.

m) Should the District provide service utilities, the District's Consulting Engineer shall advertise for bids for the construction of the Applicant/Developer'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 District reserves the right to reject any bid or contractor, the District shall generally award the contract to the lowest and best bidder in accordance with the following criteria:

- 1) The Applicant/Developer 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;
- 2) The Contractor shall provide an adequate bid bond under terms acceptable to the District;
- 3) The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the District;
- 4) The Contractor shall supply favorable references acceptable to the District;

5) The Contractor shall qualify with the District as competent to complete the work, and

6) The Contractor shall provide adequate certificates of insurance as required by the District.

n) After the Applicant/Developer has executed the Service Agreement, the Applicant/Developer shall pay to the District all costs necessary for completion of the project prior to construction and in accordance with the terms of the service contract.

o) All road work pursuant to 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 the approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of the Applicant's facilities.

p) The District shall, at the expense of the Applicant/Developer, inspect the facilities to ensure that District standards are achieved.

q) Construction plans and specification shall be strictly adhered to, but the District reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate operation of the Applicant/Developers facility. All change-order amounts shall be charged to the Applicant/Developer.

SECTION 18

CONNECTION OF WATER SERVICE

a) Applications for water service connections shall be filed with the District upon application forms made available from the District. All applicants for water service shall meet all District requirements for service including the granting of any necessary water or sewer easements necessary (as determined by the District) to serve the connection to the District.

b) No person, other than the properly authorized agent of the District, shall be permitted to tap or make any connection with the mains or distributing pipes of the district's water system, or make any repairs or additions to or alterations in any tap, pipe, cock or other fixture connected with the water service pipe.

c) The customer must allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections will be conducted by the District or its designated agent prior to initiating service and may be conducted periodically thereafter.

d) The customer must, at his or her expense, properly install any backflow prevention device required by the District.

e) The customer must, at his or her own expense, properly install a customer service isolation valve on the customer's side of the meter.

f) Water Extensions. As of the effective date of this Service Policy, the cost of the installation of water lines beyond the existing service lines or the cost of upsizing lines (when necessary) of the District to any residential or commercial user or any undeveloped area within the District shall be the sole responsibility of the property owner and/or developer requesting services.

SECTION 19

CONNECTION OF SEWER SERVICE

a) Applications for sewer service connections shall be filed with the District upon application forms made available from the District. All applicants for sewer service shall grant an easement to the District. Should a Grinder Pump Station be necessary, purchase of the Grinder Pump Station shall be the responsibility of the Applicant/Developer and the District shall own and maintain the Grinder Pump Station and discharge piping from the pump station to the main sewer line. The property owner shall be required to construct the service line from the foundation of the residence or commercial building to the Grinder Pump Station.

b) The District shall construct all sanitary sewer service facilities from the Grinder Pump Station of a residence or commercial building to the District's sanitary sewer line. Installation shall include all sanitary sewer piping and all electrical services requirements.

c) A property owner shall provide the easement required by the District and such access to their property as may be reasonably necessary by the District in order to install and maintain the Grinder Pump Station and sewer system to serve the residence or commercial building. The location of the sewer system and concurrently the location of the easement shall be with the consent and approval of the District.

d) The installation of the sewer system by the District's personnel or by the duly authorized agents or employees may result in the removal of grass, bushes, shrubs, soil or other fixtures. The removal of any soil to the extent necessary may be used to backfill over existing sewer lines and facilities, and the balance of such fill material may be utilized by the property owner for other requirements. The District shall not be obligated to remove or dispose of any fill material removed and not used for backfill in the installation of the sewer system or otherwise used by the owner. Further, District personnel, authorized agents or employees will not be responsible for the replacement or replanting of any removed grass, bushes, trees, shrubs or other vegetation.

e) The District shall make all physical connections of a residence or commercial building to the District's sanitary sewer system, and such physical connection may only be made by the District, its agents or employees.

f) After the effective date of this Service Policy, the property owner shall be responsible for the payment of the following fees and charges relative to the connection of sewer lines:

- 1) All costs for the acquisition or installation of the sewer system from the Grinder Pump Station located at each property to the District's main sewer line located within the easement granted by the property owner to the District including but not limited to sewer pumps, tanks, fittings, valves, piping and electrical service;
- 2) The monthly electrical service costs to provide electrical service to the Grinder Pump Station located at the residence or commercial building of a property;
- 3) A tap fee for connection of the sewer system to the main sewer line of the District which connection shall be made solely by the District, its agents or employees and at such costs as may be assessed from time to time by the District.

g) The placement of each Grinder Pump Station shall be within fifty (50) feet from the foundation of the residence or commercial building. In so much as possible, each property owner shall be consulted as to the final location of the Grinder Pump Station. The final location of each Grinder Pump Station shall be made solely by the District; its agents or employees based on the practical limitations of construction.

h) The cost of the installation of additional sanitary sewer lines beyond the existing service lines of the District to newly developed areas within the District shall be the responsibility of the property owner and/or developer of property requesting service from the District.

i) A cleanout is required at the property line for District use only. The cleanout must be located inside a District approved plastic vault and the Applicant/Developer is responsible for providing the District's cleanout at the property line. The Uniform Plumbing Code requires that a cleanout be placed at the residence or business for the owner's use as well.

SECTION 20

PROHIBITED PLUMBING PRACTICES

a) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination will be isolated from the public water system by an air gap or an appropriate backflow prevention device.

b) No cross-connection between the water supply and a private water system is permitted. These potential threats to the public drinking water supply must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

c) No connection which allows water to be returned to the public drinking water supply is permitted.

d) No pipe or pipe fitting which contains more than eight percent (8.0%) lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

e) No solder or flux which contains more than two-tenths of one percent (0.2%) lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

f) **Interconnection Prohibited:** A water service line cannot be extended from one property to another by permanent or temporary means. If a service line is extended from a property that is provided service by the District to another property that is not receiving service from the District, service may be discontinued immediately. Once disconnected, service will remain terminated until the interconnection is removed. Reconnection of service will then be subject to all applicable fees in accordance with the District's Service Policy. The District will make a good faith effort to notify the property owner within twenty-four hours of the interconnection being discovered prior to disconnection of service.

g) **Prohibition of Multiple Connections to a Single Tap:** No more than one (1) residential or commercial service connection is allowed per meter. If the District has sufficient reason to believe a multiple connection exists, the District shall provide written notice to the property owner allowing sufficient time to correct the multiple connections. Should the property owner fail to correct the connection within the time period allowed, the District shall discontinue service. Reconnection of service will not occur until the multiple connections are corrected and will be subject to all applicable fees. The District may consider allowing an apartment building or mobile home/RV park to apply as a Master Metered Account (see Section 3 f) and have a single meter. Any unauthorized submetering or diversion of service shall be considered a multiple connection and subject to disconnection of service.

SECTION 21

STANDARDS FOR WATER SERVICE LINES

a) In addition to compliance with these Rules, all connections shall comply with the Rules and Regulations for Public Water Systems issued by TCEQ set forth in 30 TAC 290. In the event of a conflict between these Rules and TCEQ Rules, the more stringent rule shall apply.

b) Water pipe and fittings shall be of brass, copper, or other approved materials.

c) Water service lines and wastewater service lines shall not be less than three (3) feet apart horizontally and shall be separated by undisturbed or compacted earth.

d) Water service lines or any underground water pipe shall not be run or laid in the same trench with non-metallic sewer or drainage piping unless all three of the following conditions are met:

- 1) The bottom of the water service line at all points shall be at least twelve inches (12") above the top of the wastewater line.
 - 2) The water service line shall be placed on a solid shelf excavated at one side of the common trench and the two lines shall be separated by a minimum of eighteen inches (18").
 - 3) The water service line shall be installed with water tight joints tested to a minimum of 150 PSI.
- e) Water service lines shall be bedded in washed sand to provide six inches (6") of cushion below the line. The trench bottom and walls shall be cleared of all protruding rocks which could damage the pipe before the sand bedding is placed.
- f) A District-owned water meter and a District approved meter box shall be installed by a District representative.
- g) Potable water supply piping, water discharge outlets, backflow prevention devices, or similar equipment shall not be located so as to make possible the submergence of such equipment in any contaminated or polluted substance.
- h) Lawn sprinkling systems shall be equipped with an approved backflow prevention device installed in the discharge side of each of the last valves. If a vacuum breaker is used, it shall be installed in accordance with the Uniform Plumbing Code, 2006 Edition.
- i) The District's water system shall be protected from swimming pool makeup water by means of an approved backflow prevention device or an adequate air gap.
- j) The District has adopted the Uniform Plumbing Code, 2006 Edition. The provisions of this code shall apply to the erection, installation, repair, relocation, replacement, addition to, use or maintenance of plumbing systems within the District. A plumbing permit must be obtained prior to performing any installation or repair to plumbing at a residence or business. Plumbing permits may be obtained at the District office. After the work is performed, a request for inspection shall be made to the District's office forty-eight (48) hours in advance and no back filling of the lines may be made until inspection has been made by the District, its agents or employees.
- k) Back filling of service line trenches must be accomplished within 24 hours of inspection and approval, and no debris will be permitted in any service line trench.
- l) In case of a conflict in District standards and the adopted plumbing code, the District will make final determination and provide the resolution in writing to the customer.

SECTION 22
STANDARDS FOR SEWER SERVICE LINES

The following regulations govern the installation of service lines to residences or commercial buildings within the District:

a) After the effective date of this Service Policy, all new residential or commercial connections to the District's sewer system shall be made in accordance with Section 17 of this Service Policy and shall provide for the installation of a Low Pressure Sewer System and the granting of an easement by the property owner for such installation by the District, its agents or employees.

b) The following types of piping and fitting material are approved for constructing service lines from the foundation of a residence or commercial building to the Grinder Pump Station:

- 1) Service pipe extending from the foundation of a residence or commercial building to the Grinder Pump Station shall be Polyvinyl Chloride (PVC) Pipe, Schedule 40, as defined in ASTM D-3034, push-on type with factory premolded gasketed joints. All fittings shall be PVC scheduled 40 solvent weld joints.
- 2) Minimum size of service lines should be as follows:
 - Residential – 3 inches minimum diameter
 - Commercial – 6 inches in diameter
- 3) Minimum grades for services lines shall be as follows:
 - 3" or 4" pipe – two foot drop per hundred feet (2%)
 - 6" pipe – six inches drop per hundred feet (0.5%)
 - 8" pipe – four inches drop per hundred feet (0.33%)
 - Maximum grades for service lines shall be as follows:
 - 3" or 4" pipe – two and one-half feet drop per hundred feet (2.5%)
 - 6" pipe – one and one-half feet drop per hundred feet (1.5%)
 - 8" pipe – one foot droop per hundred feet (1%)

Service lines shall be constructed to true alignment and grade, and warped and sagging lines will not be permitted.

c) Water-tight adapters of a type compatible with the materials being joined shall be used at the point of connection of the service line to the residence or commercial building plumbing. No cement grout materials shall be permitted.

d) Fittings and cleanouts for service lines shall be as follows:

- 1) No bends or turns at any point shall be greater than 45 degrees.

- 2) Each horizontal service line shall be provided with a cleanout at its upper terminal; and each such run of piping which is more than ninety (90) feet in length shall be provided with a cleanout for each ninety (90) feet or fraction thereof, in length of such piping.
- 3) If a residence or commercial site that previously or currently receives service from the District does not have a cleanout at the property line, the District may require its installation at the owner's expense. Cleanout must be located at the property line and must be in a District approved plastic vault. Should District personnel be required to install a cleanout at the property line for District use, the customer will be charged for all labor, materials and equipment in accordance with Section 6 (h).
- 4) Each cleanout shall be installed so that it opens in a direction opposite to the flow of the waste and, except in case of "wye" branch and end-of-the-line cleanouts, cleanouts shall be installed vertically above the flow line of the pipe.
- 5) Each cleanout shall be made with an airtight mechanical plug.
 - e) Upon the installation of a service line, a request for inspection shall be made to the District's office forty-eight (48) hours in advance for request of inspection, and no back filling of the lines may be made until inspection has been made by the District, its agents or employees.
 - f) Back filling of service line trenches must be accomplished within 24 hours of inspection and approval, and no debris will be permitted in any service line trench.
 - g) As herein above stated, the physical connection to the District's sewer main line will be made by the District, its agents or employees.

SECTION 23 **UTILITY EASEMENT**

Permanent structures, trees, plants and/or shrubs are not permitted within the limits of a utility easement. If such structures and/or shrubberies are encountered within an easement and work on the District's water and/or wastewater system is necessary, the structure and/or shrubbery shall be removed at the owners' expense. The District assumes no responsibility for repair and/or replacement of the structure and/or shrubbery.

SECTION 24 **AGENDA POLICY**

The Board of Directors of Jefferson County Water Control and Improvement District No. 10 sets policies concerning the District. This includes a policy on how the agenda for Board meetings is set. Anyone wishing to be on the agenda of a District Board meeting must submit a written request to the District's General Manager by the close of business on the first Monday of

the month. After receiving the request, the General Manager will schedule a meeting to discuss the issue of the request and attempt to resolve the issue. If no resolution is made, the President of the Board and the General Manager will determine if the request shall be placed on the agenda. *Additionally, any two Board Members may contact the President or General Manager and ask to have an item placed on the agenda. This will be subject to the posting provisions of the Texas Open Meetings Act.*

SECTION 25 **VALIDITY**

All policies or parts of policies in conflict herewith are hereby repealed. If any section or provision of this Service Policy, or the application of same to any person or set of circumstances is invalidated or rendered unenforceable by a court of competent jurisdiction, such judgement shall not affect the validity of any remaining parts of the Service Policy which can be given effect without the invalidated part or parts, or their application to other persons or sets of circumstances.

This Service Policy shall take precedence over any agreements or any portions of agreements between the District and one or more users.

SECTION 26 **PENALTIES**

a) If any person violates any provisions of this Service Policy, and thereby violates a state or federal statute or injunction, the District may seek prosecution of that person in the appropriate state or federal court, and may seek such penalties as are prescribed by that statute or injunction.

b) The District may disconnect water and/or sewer service to any user discharging prohibited wastes according to Section 16.

c) If any person violates any provision of this Service Policy, and the violation is not punishable in state or federal courts, the District may seek an Injunction for specific action and/or damages in the appropriate state or federal court.

d) Water service will not be provided by the District until all requirements for service connections have been met.

SECTION 27 **EFFECTIVE DATE**

The Service Policy shall be in force and effect from the date after its final passage, approval, recording and publication as provided by law.

SECTION 28
UNCLAIMED PROPERTY

- a) Customer accounts shall be reconciled on a monthly basis.
- b) Any customer's advance payment that has a dormancy period of one year old shall be considered abandoned. The dormancy period shall be determined from the amount of time from the last contact between the District and the property owner.
- c) These abandoned advance payments shall be remitted to the State Comptrollers Office as described in the Texas Unclaimed Property Law (Texas Property Code Chapter 76)
- d) The Texas Comptrollers Office will act as the custodian for the abandoned property.

SECTION 29
Delinquent Accounts/ Collection Policy

- a) At thirty days from final bill notice, the District will send a second notice.
- b) At sixty days from final bill notice, the District will send a third notice.
- c) At 90 days from final bill notice, the District will send customer billing information to the collection agency on any delinquent account with a balance of \$10.00 or more.

PASSED AND APPROVED THIS 17th day of September, 2020.

**Jefferson County Water Control
& Improvement District No. 10**

(District Seal)

President – Board of Directors

ATTEST:

Secretary – Board of Directors