

Garth Rogers
Steel & Freeman
817-851-4737

West Wise Special Utility District
P.O. Box 566
Bridgeport, Texas 76426
940-683-5507 Office
940-683-6607 Fax

STANDARD SERVICE PACKET

1. Service Agreement
2. Backflow Prevention Service Agreement
3. Right-Of-Way Easement (SIGN BEFORE A NOTARY)
4. Applicant Acknowledgement

1 - 4 MUST BE COMPLETED BY THE GRANTEE(S) LISTED ON WARRANTY DEED

***** ADDITIONAL ITEMS *****

- COPY OF RECORDED WARRANTY DEED *on file*

***** REQUIRED FEES *****

- | | | |
|--|----------|------------------|
| <input checked="" type="checkbox"/> IMPACT FEE | \$829.00 | <i>\$1904.00</i> |
| <input checked="" type="checkbox"/> TAP FEE | \$700.00 | |
| <input checked="" type="checkbox"/> INSPECTION FEE | \$ 75.00 | |
| <input checked="" type="checkbox"/> DEPOSIT | \$300.00 | |
| <input type="checkbox"/> TRIP FEE | \$ 35.00 | |

***** INFORMATION PACKET *****

5. Water Rates
6. Service Rules and Regulations
7. Public Information Act
8. Confidentiality Form
9. Standard Tap Procedures
10. Standard Service Request Form with Map
11. Impact Fee Installment Agreement
12. Deferred Payment Agreement
13. Waiver Form - Customer's 60 +
14. Cancellation Form
15. Change of Address
16. Chloramine Notification

[Handwritten signature/initials]

DATE RECEIVED BY DISTRICT _____

MUST BE COMPLETED BY THE GRANTEE(S) LISTED ON WARRANTY DEED

**West Wise Special Utility District
Service Application and Agreement**

DISTRICT USE ONLY

Date Approved: _____

Service Classification: _____

Cost: _____

Work order Number: _____

Eng. Update: _____

Account#: _____

Service Inspection Date: _____

Please Print: Date October 12, 2011

APPLICANT NAME(S) WISE COUNTY

CURRENT BILLING ADDRESS: PO BOX 899

DECATUR, TEXAS 76234

PHONE NUMBER Home (940)-627 - 5744 Work (940)-627 - 3388 FAX

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER(S) OF APPLICANT(S) _____

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

PREVIOUS OWNER'S NAME: _____

ACREAGE _____

HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____

LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT(S) ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

See Map of Service Location

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

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

Handwritten notes and signatures in the right margin.

AGREEMENT made this _____ day of _____, 20_____
between West Wise Special Utility District a district organized under the laws of the State of Texas
(hereinafter called the District) and _____
(hereinafter called the Applicant and/or Customer),

Witness:

The District shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive and/or reserve service from the District in accordance with the Service Policy of the District as amended from time to time by the Board of Directors of the District. Upon compliance with said policies, including payment of a Deposit, the Applicant qualifies for service as a new applicant and thereby may hereinafter be called a Customer.

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

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

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

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

The Applicant hereby agrees to obtain, utilize and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the District's policies, shall further qualify as a Deposit and the Indication of Interest fee shall then be converted by the District to a Deposit. Applicant further agrees to pay, upon becoming a Customer, the monthly charges for such service as prescribed in the District's Service Policy. Any breach of this agreement shall give cause for the District to liquidate, as damages, the fees previously paid as an Indication of Interest. In addition to any Indication of Interest Fees forfeited, the District may access a lump sum to liquidated damages to defray any losses incurred by the District.

If delivery of service to said location is deemed infeasible by the District as a part of this service application and agreement, the Applicant shall be denied service. The Applicant may reapply for service under the terms and conditions of the District's Non-Standard Service Policy.

All water shall be metered by meters to be furnished and installed by the District. In no event shall the responsibility of the District extend beyond the water meter stop provided. The meter service shall be installed at the existing ground elevation or as otherwise directed by the property owner but must conform to the District's Service Policy. Any subsequent changes in ground elevation as a result of landscaping or other reasons which require elevation corrections shall be completed by the District at the expense of the property owner. The meter connection is for the sole use of the customer and is to provide service to only one (1) dwelling or one (1) business. Extensions of pipe(s) to transfer utility service from one property to another, to share, resell or sub meter water to any other persons, dwellings, businesses or property, etc., is prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District. The District shall have access to the Customer's property and the District's equipment located upon Customer's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations and upon discontinuance or termination of service the District shall have the right to remove any of its equipment from the Customer's property. The Customer shall install at their own expense any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices and other equipment as may be specified by the District. The District shall also have access to the Customer's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials and/or other violations of the State and Federal Statutes and/or the District's Service Policy.

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

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling or industrial processed water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human use.
- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human use.

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

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

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

By execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractor, tampering by other Customers of the District, normal failures of the system or other events beyond the District's control.

The Applicant shall grant to the District any permanent recorded easements of right away dedicated to the District for the basis of providing reasonable rights of access for the purpose of installing, maintaining, operating such pipelines, meters, valves, construction, replacement, upgrade, parallel, inspection, testing and any other equipment which may be deemed necessary by the District to serve, extend or improve service for the existing or future customers.

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

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

Any misrepresentation of the facts by the Applicant on any of the (4) four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Service Policy.

for: Wise County - WC Project
Bill McElhenny

Applicant Signature

Applicant Signature

Bill McElhenny - County Judge

Applicant Print

Applicant Print

Accepted / Approved By WWSUD

Date

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE

FORM RUS-TX 442-9

(REV. 1/01/11)

WEST WISE SPECIAL UTILITY DISTRICT

P.O. BOX 566

BRIDGEPORT, TEXAS 76426

UNITED STATES DEPARTMENT OF AGRICULTURE

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Wise County, Texas (hereafter called "Grantor(s)"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by West Wise Special Utility District, (hereafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and other facilities necessary to serve Grantor's property as well as the Grantee's current and future system wide customers, over and across _____ acres of land, more particularly described in instrument recorded in Volume _____, page _____, Deed Records, Wise County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose of which the above mentioned rights are granted. The easement hereby granted shall not exceed fifteen feet (15') in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the centerline thereof being the pipeline as installed.

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

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road as so to require the location of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width the center thereof being the pipeline as relocated.

ALL PARTIES LISTED ON THE SERVICE AGREEMENT MUST COMPLETE THIS FORM

[Handwritten signature]

Customer Service Inspection and Back-Flow Prevention Service Agreement

1. Purpose.

West Wise Special Utility District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions, which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the West Wise Special Utility District will begin service. In addition, when service to an existing connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

2. Restriction.

The following unacceptable practices are prohibited by State regulations.

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention assembly in accordance with state regulations.
- B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of and air-gap or a reduced pressure-zone backflow prevention assembly.
- C. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection, which provides water for human use.
- E. No solder or flux, which contains more than 0.2% lead, may be used for the installation or repair of plumbing on or after July 1, 1988 at any connection which provides water for human use.

3. Service Agreement.

The following are the terms of the service agreement between West Wise Special Utility District and

Wise County, Texas - WC Project

- A. The District shall maintain a copy of this agreement as long as the Customer and/or premises are connected to the public water system.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.
- C. The District shall notify the Customer in writing of any cross-connection or other potential contamination hazard, which have been identified during the initial inspection or the subsequent inspection.
- D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on said premises.
- E. The Customer shall, at their expense, properly install, test and maintain any backflow prevention assembly required by the District. Copies of all testing and maintenance records shall be provided to the District as required.

4. Enforcement.

If the Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, terminate service or properly install, test and maintain any appropriate backflow prevention assembly at the service connection. Any expenses associated with the enforcement of the agreement shall be billed to the Customer.

Signature

Bill McElaney

Signature

County Judge for Wise County - WC Project

Date

10/1/11

ALL PARTIES LISTED ON THE SERVICE AGREEMENT MUST COMPLETE THIS FORM

APPLICANT ACKNOWLEDGEMENT

This is to acknowledge that I Bill McElhenny - County Judge - Wise County, Tex. have received a copy of the West Wise Special Utility District information packet for water service. I understand that this packet is presented as a matter of information only and that West Wise Special Utility District reserves the right to modify or eliminate any or all of the policies, procedures, or other statements contained in the packet at any time, with or without notice.

Included in packet:

- Service Agreement
- Backflow Prevention Service Agreement
- Right of Way Easement
- Applicant Acknowledgement
- Water rates
- Service Rule and Regulations
- Public Information Act
- Confidentiality Form
- Standard Tap Procedures
- Standard Service Request Form with Map
- Impact Fee Installment Agreement
- Deferred Payment Agreement
- Waiver Form - Customer's 60 +
- Cancellation Form
- Change of Address
- Chloramine Notification

I understand that this signed applicant acknowledgment will be placed in my customer file.

Bill McElhenny
Applicant Name (print)

Bill McElhenny
Applicant Signature

Bill McElhenny
Applicant Name (print)

Bill McElhenny
Applicant Signature

10/11/11
Date

940.677.9799
Phone

1000 E. 1st St - Denton, Texas 76102
Address

ALL PARTIES LISTED ON THE SERVICE AGREEMENT MUST COMPLETE THIS FORM

West Wise Special Utility District
P.O. Box 566
Bridgeport, Texas 76426
940-683-5507 Office
940-683-6607 Fax

Water Rates

Effective – January 1, 2011

Standard New Service Connection Fees

Impact Fee	\$ 829.00
Tap Fee	\$ 700.00
Deposit	\$ 300.00
Inspection Fee	\$ 75.00
Total	\$1,904.00

NOTE: Non-Standard service costs such as road crossings, line extensions or developments will be priced on a case-by-case basis and must be in compliance with all county, state and federal guidelines and West Wise Special Utility District policies and procedures.

Base Rate Residential:

5/8" X 3/4" Meter \$ 38.00

Base Rate Commercial:

5/8" x 3/4" Meter \$ 57.00
1" Meter \$ 98.00
2" Meter \$ 324.00

Water Rate Residential:

0 - 10,000 gallons \$ 3.40 per 1,000
10,001 gallons and up \$ 4.40 per 1,000

Water Rate Commercial:

All Water \$ 6.20 per 1,000 gallons

Late Fee:

Late Fee \$ 15.00

NOTE: PRICES SUBJECT TO CHANGE

SERVICE POLICY

SECTION E DISTRICT SERVICE RULES AND REGULATIONS

1. **Service Entitlement.**

An Applicant requesting service within the boundaries of the District or the District's defined service area shall be considered qualified and entitled to water utility service when proper application has been made, terms and conditions of service have been met and continue to be met and all fees have been paid as prescribed. An Applicant requesting service outside the District's boundaries or defined service area shall be considered for service in accordance with current District policies on providing service outside the District boundaries or CCN service area.

2. **Application Procedures and Requirements.**

For the purposes of this Service Policy, service shall be divided into the following three classes:

- a. **Standard Service** – is defined as service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include one 5/8" X 3/4" sized water meter services set on existing pipelines on a single tract of property.
- b. **Temporary Service** – is defined as service where having previously existed. Temporary service is limited to ten (10) days from the date of approved service application and payment of deposit and other necessary costs.
- c. **Non-Standard Service** – is defined as service to subdivisions, additions to subdivisions, developers, or whenever additional service facilities are required for a single tract of property. The service requirements as prescribed by Section F of this Service Policy shall be required of the Non-Standard Service Applicant prior to providing service. The service requirements as prescribed by Section F of this Service Policy also apply to existing customers, as a condition of continued service, where their service classification has changed. The District shall make a determination as to the appropriate size and type of meter for all non-standard service connections.
- d. **Requirements for Standard and Non-Standard Service** –
 - (1) The District's Service Application and Agreement Form and Service Packet shall be completed in full and signed by the Applicant.
 - (2) A Right-of-Way Easement Form, or other such easement form, approved by the District, must be provided by the Applicant (properly executed by the person or persons having legal authority to convey an easement) for the purpose of providing water service to the applicant and to allow for future facility additions.
 - (3) On request, the District shall install individual meters owned by the District in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the District determines that installation of individual meters is not feasible. If the District determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of sub meters or individual meters. The District shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in Section G. 5. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the property, as determined under applicable provisions of Section G.
 - (4) The District may consider master metering of water service to apartments, condos, trailer

SERVICE POLICY

SECTION E DISTRICT SERVICE RULES AND REGULATIONS

/RV parks or business centers and other similar type enterprises installed prior to January 1, 2003 or at an Applicant's request provided, the total numbers of units to be served are:
Owned by the same person, partnership, cooperative, corporation, agency, public or
(a) private organization of any type but not including a family unit, and considered a commercial enterprise; i.e. for business, rental, or lease purposes; or
(b) Not directly accessible to public right-of-way. (such as but not limited to gated communities)

- (5) Individual Metering for Multiple Use Facilities. On request by the property owner or manager, the district shall install individual meters owned by the District in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the District determines that installation of meters is not feasible. If installation of meters is not feasible, the District shall have no obligation to install meters until the property owner or manager installs a plumbing system, at the property owner's or manager's expense that is compatible with the installation and service of meter. Each individual meter will require a Service Application and agreement pursuant to this Service Policy.
- (6) Notice of application approval and costs of service determined by the District shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service.
- (7) If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant an easement to the District for the purpose of installing the water main and appurtenances and the District has documentation of such refusal, the Applicant, prior to receiving the requested service, Applicant shall grant the easements required under this Service Policy and in addition to the normally required fees for new customer service, shall pay such sums as are reasonably necessary to cap the existing line in the ROW and construct the appropriate line or lines within that easement for the District's system-wide service.
- (8) Before establishing new service, applicant must pay any debts owed to the district.

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

- a. **New Tap** - The District shall charge a non-refundable service installation fee and a refundable deposit as required under Section G of this Service Policy. The service installation fee shall be quoted in writing to the Applicant. All fees shall be paid or an impact fee installment agreement signed in advance of installation. 30 TAC 291.86 (a) (1) A)
- b. **Temporary Service** – The District shall charge a refundable deposit and other costs necessary as required under Section G of this Service Policy.
- c. **Re-Service** - For re-service the District shall charge the deposit fee and other costs necessary to restore service. When re-service is requested by an applicant owing any delinquent charges on any previous service received from the District, all delinquent charges must be paid before re-servicing procedures can begin. In no event will a capital improvement fee or capital impact fee be charged for a re-service event.
- d. **Performance of Work** - After approval is granted by proper authorities, all tap and equipment installations specified by the District shall be completed by the District staff or designated representative. No person other than the properly authorized agent of the District shall be permitted to tap or make any connection to the mains or distribution pipes of the district's water system, or make any repairs or additions or alterations in any tap, pipe, and

SERVICE POLICY

SECTION E DISTRICT SERVICE RULES AND REGULATIONS

cock or other fixture connected with the water service pipe. The tap for a standard service request shall be completed within five (5) working days whenever practicable, but not later than 10 working days after approval and receipt of payment of quoted fees on the property designated to receive service. This time may be extended for installation of equipment for Non-Standard Service Request (See Section F. 30 TAC 291.85)

- e. **Inspection of Customer Service Facilities** - The property of and the facilities at the service connection shall be inspected to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must at his or her expense, properly install and provide certification of maintenance on any backflow prevention device required by the District. (30 TAC 290.46(j))

4. **Changes in Service Classification.**

If at any time the District determines that the customer service demands have changed from those originally applied for to a different service classification and the District determines that additional or different facilities are necessary to provide adequate service, the District shall require the Customer to re-apply for service under the terms and conditions of this Service Policy. Customers failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Service Policy, Section 13. a. 7.

5. **Deposits.**

- a. **Eligibility** - The deposit shall not guarantee service to the Applicant, however, qualification for service is a prerequisite to customer eligibility.
- b. **Cancellation of Deposit** - To keep a deposit in good standing, a Service Availability Charge or a Reserved Service charge must be paid monthly to the District, whether or not water was used. Failure to pay this monthly charge to the District shall jeopardize the Customer's deposit and give rise to liquidation of the Deposit. The Customer shall also complete a Cancellation Request Form prior to termination of service. However, a Customer is not relieved of obligations incurred prior to the date of surrender of a deposit prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service Section E. 3. of this Service Policy. (Texas Water Code 67.016)
- c. **Liquidation Due to Delinquency** - When the amount of the delinquent charges owed by the Customer equals the deposit, the deposit shall be liquidated and the deposit canceled and transferred back to the District. In the event the Customer leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Customer owns more than one deposit, the District may liquidate as many of the Customer accounts as necessary to satisfy the balance due the District, provided proper notice has been given. The District shall collect any remaining account balance by initiation of legal action. Re-instatement of service shall be subject to the terms of the Activation of Service Section E. 3. of this Service Policy.
- d. **Cancellation Due to Policy Non-Compliance** - The District may cancel a deposit anytime a Customer fails to comply with policies of the District, including but not limited to, Customer's failure to provide proof of ownership of the property from which the deposit arose. (Texas Water Code 67.016)

SERVICE POLICY

SECTION E DISTRICT SERVICE RULES AND REGULATIONS

e. **Continuation and Re-Assignment of Deposit as a Result of Bankruptcy Proceedings -**
Upon notice of the filing of a petition in bankruptcy the District may require the posting of an additional deposit or other form of security, acceptable to the District, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding 12 months. The District shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the District may result in termination of service according to the Disconnection with Notice Provisions of Section E. 15. a. of this Service Policy. with copy of the notice to the bankruptcy Trustee.

6. **Owners and Renters.**

Any Customer, renting or leasing property designated to receive service according to the terms of this service policy is responsible for all changes, charges and fees due the District.

7. **Denial of Service.**

The District may deny service for the following reasons:

- a. Failure of the Applicant to provide all required easements and forms and to pay all required fees and charges;
- b. Failure of the Applicant to comply with rules, regulations, policies, and bylaws of the District;
- c. Existence of a hazardous condition at the Applicant's property which could jeopardize the welfare of other customers of the District upon connection;
- d. Failure of Applicant to provide representatives or employees of the District reasonable access to property for which service has been requested;
- e. Applicant's service facilities are known to be inadequate or of such condition that satisfactory service cannot be provided.

8. **Applicant's Recourse.**

In the event the District refuses to serve an Applicant under the provisions of this Service Policy, the District must notify the Applicant in writing of the basis of its refusal. The Applicant may file for an appeal in writing with the Board of Directors of the District.

9. **Insufficient Grounds for Refusal of Service.**

The following shall not constitute sufficient cause for the refusal of service to an Applicant:

- a. Delinquency in payment for service by a previous owner of the property to be served;
- b. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six (6) months prior to the date of application;
- c. Violation of the District's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;
- d. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill; or

SERVICE POLICY

SECTION E DISTRICT SERVICE RULES AND REGULATIONS

- e. Failure to comply with regulations or rules for anything other than the type of utility service specifically requested including failure to comply with septic tank regulations.
10. **Deferred Payment Agreement.**
The District may offer a deferred payment plan to a Customer who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the District, including any fees on the monthly balance to be determined as per agreement.
11. **Charge Distribution and Payment Application.**
- The Service Availability Charge** – is billed on a monthly basis. Charges shall be prorated for meter installations and service terminations falling during the billing period.
 - Gallage Charge** - shall be billed at the rate specified in Section G and billing shall be calculated in one hundred (100) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the District's employees or designated representative.
 - Posting of Payments** - All payments shall be posted against previous balances prior to posting against current billings.
 - Forms of Payment** - The District will accept the following forms of payment: cash, personal check, cashier's check or money order and credit/debit cards. The District will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the District. The District reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins. (NOTE: Only Visa / MasterCard - Credit/ Debit cards will be accepted ONLY at the office and ONLY during regular office hours.)
12. **Due Dates, Delinquent Bills and Service Disconnection Date.**
- The District shall mail all bills on or about the 1st of the month. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) days), after which time a penalty shall be applied as described in Section G. A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday the past due date for payment purposes shall be the next day the District office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.
 - Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the District shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 15 day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Reference Utilities Code Section 182.001 – 182.005)

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13. **Rules for Disconnection of Service.**

The following describes the rules and conditions for disconnection of service.

a. **Disconnection with Notice** - Water utility service may be disconnected for any of the following reasons after proper notification has been given.

- (1) Returned Checks - The District shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within fifteen (15) days of the date of the notice to be made in the District office. Redemption of the returned instrument shall be made by cash, money order or certified check. Failure to meet these terms shall initiate disconnection of service. Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the District. The Customer in violation shall be placed on a "cash-only" basis for a period of 12 months.
NOTE: "cash only," means certified check, money order or cash.
- (2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or failure to comply with the terms of a deferred payment agreement.
- (3) Violation of the District's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation;
- (4) Failure of the Customer to comply with the terms of the District's Service Agreement, Service Policy, Bylaws or Special Contract provided that the District has given notice of said failure to comply and Customer has failed to comply within a specified amount of time after notification.
- (5) Failure to provide access to the meter under the terms of this Service Policy or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify.
- (6) Misrepresentation by any Applicant of any fact on any form, document or other agreement required to be executed by the District.
- (7) Failure of Customer to re-apply for service upon notification by the District that Customer no longer meets the terms of the service classification originally applied for under the original service application.
- (8) Failure to pay a delinquent account billed by the District for sewer utility service provided by City of Bridgeport pursuant to the District's Agreement with the City of Bridgeport.
- (9) Violation of any applicable regulation or statute pertaining to on-site sewage disposal systems if the District has been requested in writing to disconnect service by the TCEQ or the TCEQ's designated representative or any State or Local Entity having jurisdiction under Chapter 366 of the Texas Health and Safety Code.
- (10) Failure to pay charges arising from other fees.
- (11) Failure by a Customer to pay for all repair or replacement costs resulting from the Customer damaging system facilities including, but not limited to water service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of driveway or roadway requiring encasements, lowering or re-routing of lines or system components, or by any other action. The district will provide the

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Customer with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Customer's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.

- (12) Failure to disconnect or secure additional service tap(s) for an RV or other service connection after notification by the District of violation of the Prohibition of Multiple Connections.
- b. **Disconnection Without Notice** - Water utility service may be disconnected without notice for any of the following conditions:
- (1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of the Texas Sanitation and Health Protection Law 4477-1, or there is reason to believe a dangerous or hazardous condition exists and the Customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition Section E. 3. d., E. 22, 23 (30 TAC 290.46 (j));
 - (2) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination or disconnection of service for nonpayment, and
 - (3) In instances of tampering with the District's meter or equipment, by-passing the meter or equipment or other diversion of service, or by preventing the supply from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capability.
NOTE: Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
 - (4) When a returned check is received on an account that was scheduled for disconnection of service, water service shall be immediately disconnected. Notice shall be provided by same day mail or hand-delivery that an insufficient check was received. Notice shall state the hours and location where this insufficient check can be redeemed to allow service to be re-connected.
- c. **Disconnection Prohibited** - Utility service may not be disconnected for any of the following reasons:
- (1) Failure of the Customer to pay for merchandise or charges for non-utility service provided by the District, unless an agreement exists between the Applicant and the District whereby the Customer guarantees payment of non-utility service as a condition of service;
 - (2) Failure of the Customer to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
 - (3) Failure of the Customer to pay charges arising from an under billing occurring due to any misapplication of rates more than six (6) months prior to the current billing;
 - (4) Failure of the Customer to pay the account of another Customer as guarantor thereof,

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- unless the District has in writing the guarantee as a condition precedent to service;
- (5) Failure of the Customer to pay charges arising from an under billing due to any faulty metering, unless the meter has been tampered with or unless such under billing charges are due under the Inoperative Meters subsection E. 17 of this Service Policy.
- (6) Failure of the Customer to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan unless the District is unable to read the meter due to circumstances beyond its control;
- d. **Disconnection on Holidays and Weekends** - Unless a dangerous condition exists or the Customer requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the District are not available to the public for the purpose of making collections and reconnecting service.
- e. **Disconnection Due to Utility Abandonment** - The District may not abandon a Customer or a Certificated Service Area without written notice to its Customers and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality.
- f. **Disconnection for Ill and Disabled** - The District may not discontinue service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a Customer seeks to avoid termination of service under this Sub-section, the Customer must have the attending physician call or contact the District within sixteen (16) days of issuance of the bill. A written statement must be received by the District from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by the District and customer's physician. The Customer shall enter into a Deferred Payment Agreement.
- g. **Disconnection of Master-Metered Accounts and Non-Standard Sewer Services** - When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply: (30 TAC Subchapter H. 291.126.)
- (1) The District shall send a notice to the Customer as required. This notice shall also inform the Customer that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
- (2) At least five (5) days after providing notice to the Customer and at least five (5) days prior to disconnection the District shall post notices stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.
- (3) The tenants may pay the District for any delinquent bill on behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. **Disconnection of Temporary Service** - When an applicant with a Temporary service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Service Policy, service may be terminated with notice.

14. **Billing Cycle Changes.**

The District reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed the billings shall be sent on the new change date unless otherwise determined by the District.

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15. **Back-billing.**
The District may back-bill a Customer for up to forty-eight (48) consecutive months for meter error, misapplied meter multiplier, incorrect meter readings or error in computing a Customer's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service.
16. **Disputed Bills.**
In the event of a dispute between the Customer and the District regarding any bill, the District shall forthwith make and conduct an investigation as shall be required by the particular case and report the results to the Customer.
17. **Inoperative Meters**
Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the District shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto or during corresponding periods in previous years.
18. **Bill Adjustment Due To Meter Error.**
The District shall test any Customer's meter at no cost once a year, upon written request of the Customer. A Meter Test Request Form shall be complete prior to testing. In the event the test results indicate that the meter is faulty or inaccurate, the meter shall be calibrated or replaced and a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test.
19. **Meter Tampering and Diversion.**
Meter-tampering, by-passing or diversion are strictly prohibited, including any tampering with the District's service equipment, by-passing the same or other instances of diversion, such as:
- Removing a locking or shut-off device used by the District to discontinue service;
 - Physically disorienting the meter;
 - Attaching objects to the meter to divert service or to by-pass;
 - Inserting objects into the meter; or
 - Other electrical or mechanical means of tampering with, by-passing or diverting service.
- Photographic evidence or any other reliable and credible evidence may be used to establish that a violation of this prohibition has occurred and to justify appropriate action by the District. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable. Violation of this prohibition may be prosecuted to the extent allowed by law under the Texas Penal Code 28.03, 12.21
- Preventing the supply from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capability.
20. **Service Facility Relocation.**
Relocation of service facilities on the same property shall be allowed by the District provided that:
- An easement for the proposed location has been granted to the District; and
 - The Customer pays the actual cost of relocation plus administrative fees.

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21. **Prohibition of Multiple Connections to a Single Tap.**

No more than one (1) residential, commercial or industrial service connection is allowed per meter. The District may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter (Referring to Section E. 2. d. (4)). The District agrees to allow customers in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no long than three months. If the recreation vehicle /travel trailer is being used for a permanent residence, these Service Policies require the installation of an additional meter(s) and application for a new service connection for that location. If the customer routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the District may require that a second or additional meter(s) be purchased. The customer must submit a written request to the District's business office at least 5 days prior to sharing District water with a visitor. The District has the right to refuse or deny the shared usage for any reason. The District also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a customer is found to violate these conditions, the customer will be send a letter of notice stating that water service will be cut off in ten days if the situation is not corrected. Any unauthorized submetering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service. If the District has sufficient reason to believe a Multiple Connection exists, the District shall discontinue service under the Disconnection with Notice provisions of this Service Policy.

22. **Customer's Responsibility.**

- a. The Customer shall provide access to the meter as per the easement and service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the Customer for the month; and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Customer, then service shall be discontinued and the meter removed with no further notice. Section E.13. a. (5)
- b. The Customer shall be responsible for compliance with all utility, local and state codes, requirements and regulations concerning on-site service and plumbing facilities.
 - (1) All water service connections shall be designed to ensure against back-flow or siphonage into the District's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46)
 - (2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the District's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.46)d. The District's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter or other service equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the District shall be subject to charges as determined by this Service Policy.

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- c. The District shall require each Customer to have a cut-off valve on the Customer's side of the meter for purposes of isolating the Customer's service pipeline and plumbing facilities from the District's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Customer's use of the District's curb stop or other similar valve for such purposes is prohibited. Any damage to the District's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the District.)
- f. The customer is required to notify the system 48 hours prior to digging or excavation activities along or near water lines and appurtenances.

23. **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.

24. **Connection of Water Service.**

Applications for water service connections shall be filed with the District on application forms made available from the District. All applicants for water service shall meet all District requirements for service including the granting of any water easements necessary (as determined by the District) to serve the connection to the District and the installation of a customer service isolation valve at the expense of the service applicant. 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. The customer must allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections will be conducted by the District or its designated agent prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during the District's normal business hours. The customer must, at his or her expense, properly install any backflow prevention device required by the District.

- a. **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 service.

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25. **Standards for Water Service Lines.**

- a. In addition to compliance with this Service Policy, all connections shall comply with the Rules and Regulations for Public Water Systems issued by the Texas Commission on Environmental Quality set forth in 31 TAC 290. In the event of a conflict between this Service Policy and TCEQ Rules, the more stringent rule shall apply.
- b. Water pipe and fittings shall be of brass, copper, cast iron, galvanized malleable iron, galvanized wrought iron, galvanized steel, 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 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. A minimum of four feet (4') of type "L" soft copper pipe or PVC pipe with a pipe straight run shall be installed at the end of the water line at the connection to the water meter.
- f. Water service lines shall be bedded in washed sand to provide six inches (6") of cushion below the line. The trench bottom and walls shall be cleared of all protruding rocks which could damage the pipe before the sand bedding is placed.
- g. A District-owned water meter and a District approved meter box shall be installed by a District representative.
- h. Potable water supply piping, water discharge outlets, backflow prevention devices, or similar equipment shall not be located so as to make possible the submergence of such equipment in any contaminated or polluted substance.
- i. Lawn sprinkling systems shall be quipped with an approved backflow device.
- j. The District's water system shall be protected from swimming pool makeup water by means of an approved backflow preventer or an adequate air gap.
- k. 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.
- l. 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.

26. **Enforcement for Violations of Service Policy.**

- 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 service to any user discharging prohibited wastes according to Section E. 13. 9.

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- 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.

