



**SERVICE POLICY
RATE ORDER**

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JCSUD.com

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SECTION A.
RESOLUTION & AUTHORITY

- 1). This Service Policy was originally adopted by resolution by the Board of Directors of Johnson County Special Utility District on April 20, 2004. This Service Policy supersedes all utility service policies, rules and tariffs adopted or passed by the Board of Directors prior to January 01, 2004.
- 2). The adoption of this Service Policy shall not affect any violation or act committed or done, or any penalty or forfeiture incurred, or any contract or vested right established or accrued under any prior Service Policy.
- 3). An original of this Service Policy as approved shall be maintained in the records of the District and all additions, deletions and changes thereto shall be clearly exhibited.
- 4). Rules and regulations of state and federal agencies having applicable jurisdiction, promulgated under any applicable state or federal law, shall supersede all terms of the Service Policy that directly conflict with such state and federal rules or regulations. If any section, paragraph, sentence, clause, phrase, word, or words of the Service Policy are declared unconstitutional or in violation of law, the remainder of the Service Policy shall not be affected thereby and shall remain in full force and effect.
- 5). This Service Policy is immediately effective upon the date of adoption unless otherwise specified.

SECTION B. STATEMENTS

- 1). **Organization.** Johnson County Special Utility District is a Political Subdivision of the State of Texas organized under Chapters 49 of the Texas Water Code and Senate Bill 5, as passed by the 78th Legislature, Regular Session, of the State of Texas, for the purpose(s) of furnishing potable water service to Johnson County and portions of Hill, Ellis, and Tarrant Counties. The management of the District is controlled by the Board of Directors who is responsible for adopting the District Service Policy, rates, and regulations. The members of the Board of Directors are elected by the registered voters residing within the District's boundaries.
- 2). **Non-Discrimination Policy.** Service is provided to all Applicants who comply with the provisions of this Service Policy regardless of race, creed, color, national origin, gender, disability, or marital status.
- 3). **Policy and Rule Application.** These policies, rules, and regulations apply to the water (and/or sewer) services provided by the District. Failure on the part of the Customer or Applicant to observe these policies, rules and regulations gives the District the authority to deny or discontinue service according to the terms of this Policy.
- 4). **Fire Protection Responsibility.** The District is not the provider of record for fire protection to the community. Generally, all hydrants or flush valves are installed for the benefit of water operation and maintenance of the system. However, hydrants may be used by authorized fire departments for fire suppression activities in accordance with the adopted District Rule on Fire Flow Residual. The District reserves the right to designate any hydrant as unavailable for fire suppression as determined by the District, at any time without notice. A black plastic bag placed over the hydrant indicates its temporary "out of service" status. Repairs may be outsourced or performed by in-house force and will be returned to service as soon as practical.
- 5). **Liability.** The District is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures.
- 6). **Information Disclosure.** The records of the District shall be kept in the District's office in Joshua, Texas. All information collected, assembled, or maintained by or for the District shall be disclosed to the public in accordance with the Texas Public Information Act. A reasonable charge as established pursuant to the Texas Public Information Act may be assessed to any person requesting copies of District records. An individual customer may request in writing that their address, telephone number, account record of water use or social security number be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the District acting in connection with the employee's duties.
- 7). **Customer Notice Provision.** The District will post written notice at the District office of a water or sewer rate change including a website publication, and notice on the monthly bill of a rate change at least thirty (30) days prior to the effective date of the new rate. The notice shall contain the new rates and the effective date. Failure of the District to give the notice shall not invalidate the effective date of the change, the amount of the newly adopted rate nor any charge incurred based on the new rate.

- 8). ***Customer Service Inspections.*** The District requires that a Customer Service Inspection certification be completed prior to providing permanent water service to: 1) new construction, 2) on any existing service when the District has reason to believe that cross-connections or other potential contaminant hazards exist, or 3) after any material improvement, correction, or addition to the private water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46(j))

- 9). ***Sub-metering Responsibility.*** Submetering and Non-Submetering by Master Metered Accounts may be allowed in the District's water distribution (or sewer collection) system. Master Metered Account customers are advised to comply with the Public Utility Commission of Texas (PUC) Chapter 24, Subchapter 1 rules pertaining to Submetering. The District has no jurisdiction over or responsibility to the tenants. Tenants receiving water under a Master Metered Account are not considered customers of the District. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding Submetering should be directed to the PUC.

SECTION C. DEFINITIONS

Applicant – A person, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, or any other legal entity applying for service with the District.

Authorized Representative or District Representative – The General Manager of the District, or his designated managerial representative (employee) of the District engaged in carrying out the terms of or performing services prescribed by this Policy pursuant to either general or specific authorization to do so from the General Manager or the Board of Directors of the District.

Board of Directors – The governing body of the District elected by the registered voters within the District's boundaries in accordance with the applicable election laws.

Connection Fee – Applicants shall be required to pay this fee for each meter equivalent or lot/tap for which service has been requested. The fee applied to each new lot/tap is intended to provide funds to be used for capital improvements necessary to serve new customers and includes the cost of installation including all current labor, materials, and administrative costs and filing fees necessary to provide individual metered water service. Connection Fees are not applied to capital improvement projects listed within the Impact Fee study.

Customer – Any person, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, or any other legal entity having District's service at any specified premises.

Defined Service Area – That area within which water and sewer services are provided to customers and that includes the area certificated by the State to the District and described within water CCN Number 10081 and sewer CCN Number 20713.

Deposit – A non-interest-bearing fee as set by the Board of Directors based upon the size of the water meter which is held by the District as security for service being rendered.

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

Disconnection of Service – The discontinuance of water (or sewer) service to a customer of the District.

District – The Johnson County Special Utility District (JCSUD).

District's Water Utility System – The water production and distribution facilities; also, sewer treatment and collection system operated or to be constructed by the District as currently operating and any water system extensions or improvements which may be built by the District in the future.

Easement – A perpetual right-of-way dedicated to the District for the installation of water pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines for both service to a customer/applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. The District maintains and occasionally updates a standard easement which must be provided prior to service to a new customer or new service connection.

Final Plat – A complete and exact plan which represents the full use for the subdivision of a tract of land which has been approved by all regulatory agencies having jurisdiction over approval of the design, planning and specifications of the facilities of such subdivision.

Hazardous Condition – A condition that poses a material potential threat to the health and welfare of the customers of the District as determined by the District or any other regulatory authority with jurisdiction.

Impact Fee – A charge or Assessment imposed as set forth in the Resolution against New Development in order to generate revenue for funding or recouping the cost of Capital Improvements or Facility Expansions necessitated by and attributed to the New Development.

Impact Fee Adopted – The Impact Fee rate adopted may be less than the Maximum Impact Fee rate, but in no instance shall exceed the Maximum Impact Fee adopted by Resolution, except by amendment of the Impact Fee Resolution.

Impact Fee Assessment – The determination of the amount of the Maximum Impact Fee per Service Unit in the applicable Service area, which can be imposed on New Development pursuant to the adopted Resolution. Impact Fee Assessment shall occur when the final plan approval letter is issued by the District.

Impact Fee Collection – Impact Fee Collection shall be collected and paid at the time the substantial completion letter is issued by the District except as otherwise agreed upon by contract between the District and New Development.

Indication of Interest Fee – A fee paid by a potential customer of the District for the purpose of aiding the District in determining the feasibility of a construction and/or expansion project.

Master Meter – A meter that serves two or more connections and is installed in accordance with the requirements set forth in Section E 2. c. (3) of this Order.

Maximum Assessable Impact Fee – The Impact Fee that is established for each service area computed by calculating the total projected costs of Capital Improvements necessitated by the attributable to New Development and subtracting a Credit in accordance with Texas Local Government Code Section 395.015. The Maximum Impact Fee is established and reflected in the adopted Impact Fee Resolution.

Re-Service – Providing service to an Applicant at a location at which service previously existed and at which there is an existing tap and box for a meter. Costs of such re-servicing shall be as established in the District's Service Policy or based on justifiable expenses in connection with re-activating service.

Revenues – Any funds received for water service, tap fees, service charge fees, disconnect fees, reconnection fees or any and all other charges except for service deposits that may be charged and collected by the District from the ownership and operation of its water systems.

Service Application and Agreement – A written agreement on the current service application and agreement form between the Applicant and the District defining the specific type of service requirements requested, and the responsibilities of each party regarding the service to be provided.

Service Classification/Unit – The type of water service required by an Applicant as may be determined by the District based on specific criteria such as usage, meter size, demand, type application, and other relevant factors related to the Applicant's request. The base unit of water service used by the District in facilities design and rate making in this Rate Order is a 5/8" X 3/4" water meter.

Subdivide – To divide the surface area of land into lots or tracts. (Local Government Code Chapter 232, Section 232.021(11) Definitions)

Sub-divider – An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (Local Government Code Chapter 232, Section 232.021(12) Definitions)

Subdivision – An area of land that has been subdivided into lots or tracts. (Local Government Code Chapter 232, Section 232.021(13) Definitions)

Temporary Service – This classification of service is pending the status change to “permanent” until full compliance with the District Service Policy is approved for standard service. A request for temporary water service at a location generally where occupancy is pending inspection, cleaning, testing water and water facilities, plumbing fixtures, etc. This could also apply to a service awaiting satisfactory results of a Customer Service Inspection.

Texas Commission on Environmental Quality (TCEQ) – State regulatory agency having jurisdiction of water and sewer service utilities and appellate jurisdiction over the rates and fees charged by the District.

DEFINITIONS Regarding Wholesale Water Customers:

Emergency Connection – The classification of a customer or entity to whom JCSUD sells and provides Treated Water under the terms and agreement of an Emergency Connection Agreement for a temporary amount of time.

Wholesale Customer – The District’s water service provided to a public water system, political subdivision, or municipality that is not the ultimate consumer of the service.

Wholesale Customer (Distribution System) – Water supplied from the JCSUD distribution system to the customer for resale to the public for human consumption. Terms for sale and delivery are set forth in a standard Water Purchase Agreement whereby cost calculations are directly attributable to distribution system related elements. New connections for such are not subject to the connection fee. However, installation costs are subject to the Non-Standard Service Requirements in Section F.

Wholesale Customer (Low Volume) – Water supplied from the distribution system to the customer via a meter no larger than 1 inch and requiring no more than 30 gallons per minute. New connections are subject to the connection fee and other fees as required and commensurate with the meter size. Terms of sale and delivery are set forth in a standard Water Purchase Agreement whereby cost calculations are commensurate with a low volume supply and directly attributable to distribution system related elements.

Wholesale Customer (Transmission Line System) – Water supplied directly from the JCSUD transmission line facilities and delivered to the customer’s take point location into a ground storage tank for distribution and resale to the public for human consumption. Terms of sale and delivery are set forth in a standard Water Purchase Agreement whereby cost calculations are directly attributable to transmission facilities and wholesale water rates to the District. New connections for such are not subject to the connection fee. However, installation costs are subject to the Non-Standard Service Requirements in Section F.


Wholesale Public Water Supplier – An individual or entity that for compensation supplies water to another for resale to the public for human consumption.

SECTION D. GEOGRAPHIC AREA SERVED

The Certificate of Convenience and Necessity (CCN) No. 10081 (Water) and CCN No. 20713 (Sewer) was issued by the Texas Commission on Environmental Quality in the name of Johnson County Special Utility District.

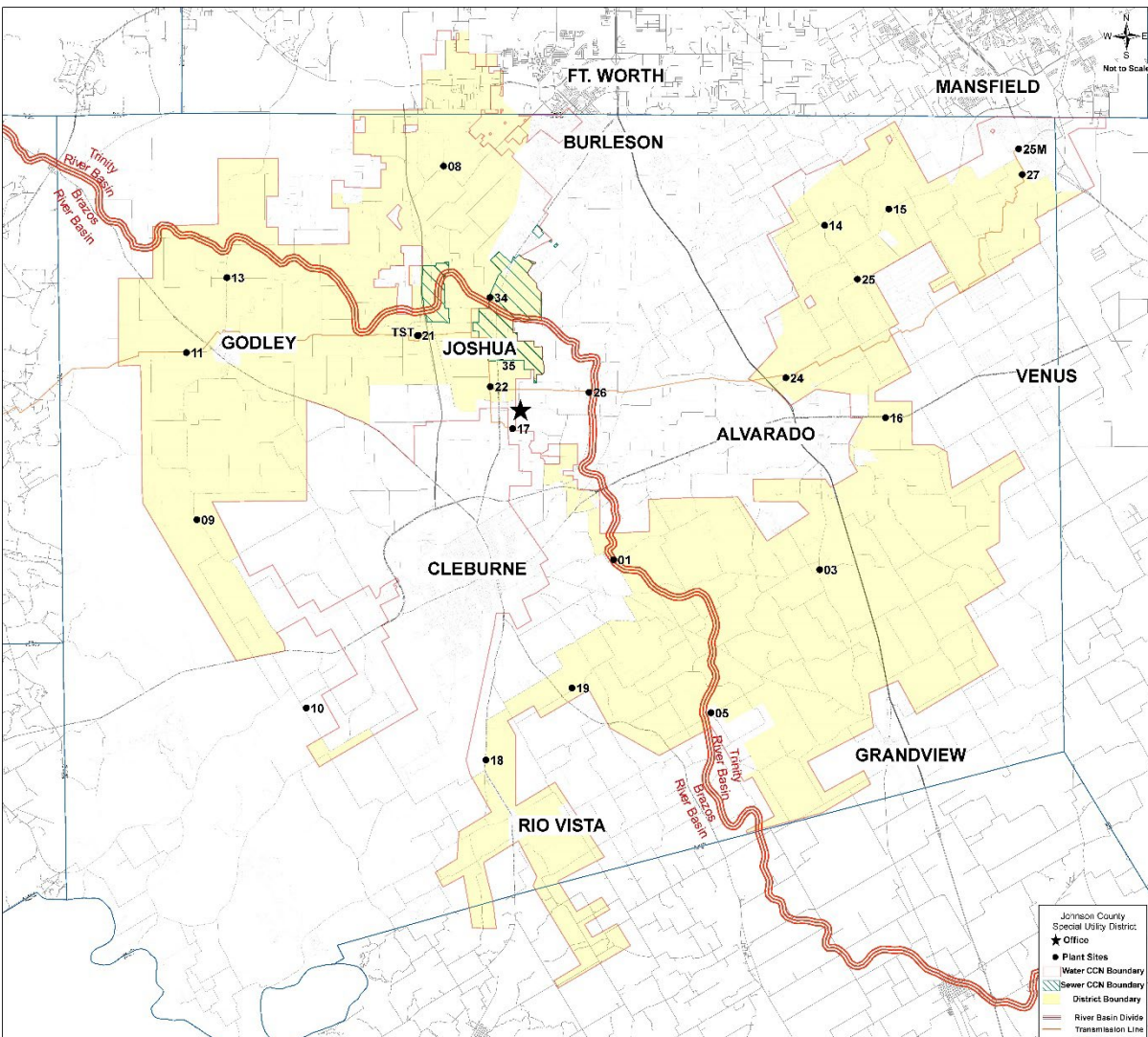
Johnson County Special Utility District is located primarily in Johnson County, but also extends into Hill, Tarrant, and Ellis Counties, Texas, with a total approximate area of 311 square miles with 953 miles of water-main piping. The District is within portions of the extra-territorial jurisdictions of the Cities of Alvarado, Burleson, Cleburne, Fort Worth, Godley, Joshua, Keene, Mansfield, and Rio Vista.

A comprehensive map below illustrates specified boundaries among other details.

 The JCSUD Authorized Service Area (Water CCN Boundary) outlined in bold.

 The JCSUD Authorized Service Area (Sewer CCN Boundary).

 The yellow highlighted area defines the District.



SECTION E.
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 (and or sewer) 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 two 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 our 5/8" X 3/4" sized water meter services set on existing pipelines.

 - b. **Non-Standard Service** is defined as any service request which requires a larger meter, service to a Master Metered Account (see E. 2. c. (3) of this section), or an addition to the supply, storage and/or distribution/collection system. 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.

 - c. **Requirements for Standard and Non-Standard Service.**
 - i. The District's Service Application and Agreement Form shall be completed in full and signed by the Applicant.

 - ii. A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, approved by the District, must be completed by the Applicant for the purpose of providing water and sewer service to the applicant and to allow for future facility additions.

 - iii. The District shall consider master metering to apartments, condos, mobile home/RV parks, or business centers and other similar type enterprises at an Applicant's request provided the total number of units to be served are all:
 1. owned by the same person, partnership, cooperative, corporation, agency, public or private organization of any type but not including a family unit,
 2. directly inaccessible to public right-of-way, and
 3. considered a commercial enterprise, i.e. for business, rental, or lease purposes.

 - d. 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.

- e. There are instances where 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. Prior to receiving the requested service, the 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 construct the appropriate line or lines within that easement for the District's system-wide service. (See Utility Easement And Right-Of-Way Form)

3). *Activation of Standard Service.*

- a. **New Tap** – The District shall charge a non-refundable connection 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 a deferred payment contract signed in advance of installation.
- b. **Location of Meter** – A standard meter shall be located on the customer's property in which he application for service originally arose. In so far as practical, the meter will be readily accessible and nearest to the water main or public right of way for reading, maintenance, etc. The District will install the tap and meter equipment to be reasonably secure from potential damage.
- 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 previous service received from the District, all delinquent charges must be paid before re-servicing procedures can begin. In no event will a connection 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 with the mains or distribution 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. After payment is made, the tap shall be scheduled to be completed within 5 working days after District approval. When a road bore or other construction is required, approval received from the County, TxDOT, or other third-party entity (if applicable) may extend the time to complete the tap. If extenuating circumstances prevent completion within 30 days, the District shall provide written explanation and an expected date of service to be available.
- e. **Inspection of Customer Service Facilities** – The property of and the facilities at the service connection shall be inspected to ensure 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 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 Customer is subject 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, Sub-Section 11.a.

- 5). ***Denial of Service.*** The District may deny service for the following reasons:
- a. Failure of the Applicant to complete 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.
- 6). ***Applicant's Recourse.*** In the event the District refuses to serve an Applicant under the provisions of this Service Policy, upon request, the District will 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.
- 7). ***Insufficient Grounds for Refusal of Service.*** The following shall not constitute sufficient cause for the refusal of service to an Applicant:
- a. Delinquency in payment for service by a previous occupant of the premises to be served;
 - b. Failure to pay a bill to correct previous under billing due to misapplication of rates more than six
 - i. (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
 - e. Failure to comply with regulations or rules for any other utility, excluding Water and Wastewater service specifically requested, including failure to comply with septic system regulations.
- 8). ***Deferred Payment Agreement.*** The District may offer a deferred payment plan for the connection fee (up to \$1,000) to a customer who cannot pay in full at time of applying for new service and is willing to pay the balance in reasonable installments as determined by the District, including any Late Penalty Fees or interest on the monthly balance, as per agreement. Also, the District may offer a deferred payment plan to a Customer who cannot pay a balance in full due to a leak and is willing to pay the balance in reasonable installments as determined by the District. (See Deferred Payment Agreement Form)
- 9). ***Charge Distribution and Payment Application.***
- a. **The Monthly Minimum Charge (also known as the Demand Charge)** is billed on a monthly basis. Charges are applied from the first day of the billing period to the last day of the billing period. Billings for this amount shall be mailed on the applicable billing cycle date for usage in the preceding month for which this charge is due.

- b. **Gallonge Charge** shall be billed at the rate specified in Section G and billing shall be calculated in one thousand (1,000) 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.
- c. **Posting of Payments** – All payments shall be posted against previous balances prior to posting against current billings.

10). ***Due Dates, Delinquent Bills, and Service Disconnection Date.*** All bills shall be due by the date indicated on the bill allowing approximately sixteen (16) days to pay, after which time a penalty shall be applied as described in Section G. A bill is delinquent if not paid by the due date. If the due date for the regular or final billing is on a weekend or holiday, the next due date for payment purposes shall be the next day the District office is open for business after said weekend or holiday. Payment made by mail will be considered late if received after the due date. Final notices shall be issued allowing a minimum of eight (8) additional days for payment prior to disconnection.

11). ***Rules for Disconnection of Service.*** The following describes the rules and conditions for disconnection of service. For the purposes of disconnecting sewer service under these policies, water service will be terminated in lieu of disconnecting sewer service.

- a. **Disconnection with Notice** – Water utility service may be disconnected for any of the following reasons after proper notification has been given.
 - i. Returned Checks – The District shall mail or email a notice requiring redemption of the returned instrument within ten (10) 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.
 - ii. 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 (Miscellaneous Transaction Forms);
 - iii. 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;
 - iv. 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.
 - v. 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.
 - vi. Misrepresentation by any Applicant of any fact on any form, document, or other agreement required to be executed by the District.
 - vii. 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.

- viii. Failure to pay a delinquent account billed by the District for sewer utility service provided by a Retail Public Utility pursuant to the District's Agreement with the Retail Public Utility.
- b. **Disconnection Without Notice** Water utility service may be disconnected without notice for any of the following conditions:
- i. 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 public health nuisance as defined in Sections 341.011 or 343.011 of the Texas Health and Safety Code. (Section E.3.d., E.22, 23; 30 TAC 290.46 (j)), 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 (30 TAC 290.46(i) and 30 TAC 290.46(j))
 - ii. Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
 - iii. In instances of tampering with the District's meter or equipment, by-passing the meter or equipment, or other diversion of service.
 - iv. The customer remits a check as payment to unlock or reconnect service, and the check is determined to be of non-sufficient funds.
 - 1. **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.
- c. **Disconnection Prohibited** – Utility service may not be disconnected for any of the following reasons:
- i. 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;
 - ii. 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;
 - iii. Failure of the Customer to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
 - iv. Failure of the Customer to pay the account of another Customer as guarantor thereof, unless the District has in writing the guarantee as a condition precedent to service;
 - v. Failure of the Customer to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters subsection E. 15. Of this Service Policy.
 - vi. 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 potentially hazardous condition exists, 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 or the Public Utility Commission.
 - 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. (see Deferred Payment Agreement Form)
 - g. **Disconnection of Master-Metered Accounts** -- 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 multi-end users) or any other cause as stipulated in the Policy to warrant service disconnect, the following shall apply:
 - i. 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 within five (5) days if compliance is not achieved or if payment is not rendered before that time.
 - ii. At least five (5) days after providing notice to the Customer and at least five (5) days prior to disconnection, the District shall post notice stating "Termination Notice" in a public area of the service complex notifying the residents of the scheduled date for disconnection of service. The District shall charge the Customer a fee for such postings.
 - iii. 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 account with the designation of Temporary service fails to comply with the conditions of the Service Application, Agreement Form, or other Service Policy requirements, service may be terminated with or without notice. (see Temporary Service Policy)
- 12). **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.
- 13). **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 other event causing incorrect billing services. Failure to pay the most recent six (6) months billing may result in disconnection of service.

14). **Disputed Bills.** In the event of a dispute between the Customer and the District regarding any bill, the District will promptly conduct an investigation. The District is responsible to contact the customer regarding the results and/or submit the same in writing to the customer. All disputes under this Subsection must be submitted to the District, in writing, subject to the due date posted on said bill.

15). **Inoperative Meters.**

- a. Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register properly for any period, unless by-passed or tampered with, the District shall apply a charge for units used, but not metered, for a period not to exceed three (3) months, based on historical usage under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.
- b. When it is observed that a meter registers "0" usage where service is known to be active, the following is used to estimate the billing adjustment for the water consumed but not metered. The account's historical-use data is utilized to find the lowest usage observed for the subject month(s). This same amount will be used in estimating the usage for the month it was not metered. If there is insufficient historical data for the subject month, use the best available data.

16). **Bill Adjustment.**

- a. Suspected Meter Error: Note: The District utilizes ultrasonic flow meters. Ultrasonic flow meters are inferential meters that use ultrasonic technology to measure the velocity of an acoustically conductive liquid moving through it. With this technology, ultrasonic waves transmit upstream and downstream through the pipe wall and liquid flowing in the pipe. The meter determines the velocity and flow rate by measuring the difference in the travel time and knowing the pipe size. Transit time ultrasonic flow meters use two transducers, which mount to the outside of the pipe and function as both ultrasonic transmitters and receivers. The flow meters operate by alternately transmitting and receiving a frequency-modulated burst of sound energy between the two transducers.

The display reading on the meter will be the prevailing usage of accuracy. The District may utilize a usage report to determine the current reading if the display reading is unavailable. The District shall test any Customer's meter upon the Customer's confirmed request. If the meter tests are within the accuracy standards of AWWA (The American Water Works Association), a test fee as prescribed in Section G of this Service Policy shall be imposed. If the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, and the meter shall be replaced. If applicable, a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be proportional to the meter's inaccuracy as determined by the test.

- b. Due to Water Leak: - Conditions arise that could merit a bill adjustment in the event of a water leak. The customer is asked to complete a Leak Adjustment form for the necessary details and acknowledge that an adjustment is subject to be made only once in a 24-month period. The Leak Adjustment Policy is used to calculate the adjustment. See Leak Adjustment Policy)

17). **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:

- a. removing a locking or shut-off device used by the District to discontinue service;
- b. physically disorienting the meter;

- c. attaching objects to the meter to divert service or to by-pass;
- d. inserting objects into the meter; or
- e. 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 and 12.22.

18). ***Service Facility Relocation.*** Relocation of service facilities on the same or adjacent property shall be allowed by the District provided that:

- a. An easement for the proposed location has been granted to the District; and
- b. The Customer is subject to paying for the actual cost of relocation plus related fees, and
- c. The property of the new location requested is owned by the current customer of the meter to be moved, and
- d. Service capacity is available at proposed location.

19). ***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, mobile home/RV park, or other qualifying multi-family or commercial structure to apply as a "Master Metered Account" and have a single meter (Referring to Section E. 2. c. (3)). Service may exist in a case where a single separate structure is utilized as a dwelling unit and is occupied on a temporary basis without compensation. The customer shall provide the District information concerning the dwelling and its occupants, as it relates to water service, along with the length of time the dwelling will be occupied. 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.

20). ***Customer's Responsibility.***

- a. The Customer shall provide access to the meter and/ or water facilities, as per the easement and service agreement. If access is hindered or denied, or 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 is subject to disconnection; up to and including being made inactive with no further notice. (Section E. 5. d.)
- 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.
 - i. 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; or anti-back-siphon auto-fill device. (30 TAC 290.46 and Texas Health & Safety Code Chapter 366)

- ii. The use of pipe and pipe fittings that contain more than .25% 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 290.44; RUS-TX Bulletin 1780-9 (Rev. 05/17))
- c. 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.
- d. The District requires 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 valve in the box 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.)

21). ***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.

SECTION F.

DEVELOPER, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS

- 1). ***District's Limitations.*** All Applicants shall recognize that the District must comply with local, state, and federal rules and regulations as promulgated from time to time, and with covenants of current indebtedness.
- 2). ***Purpose.*** It is the purpose of this Section to define the process for which the specific terms and conditions for service to subdivisions and other kinds of Non-Standard Service are determined, including the Non-Standard Service Applicant's and the District's respective costs. The Applicant must be the same person or entity that is authorized to enter into a contract with the District setting forth terms and conditions pursuant to which Non-Standard Service will be furnished to a property or subdivision.
- 3). ***Application of Rules.*** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of property include, but are not limited to, road bores and extensions to the distribution system. For the purposes of this Service Policy, Applications subject to this Section shall be defined as Non-Standard. The Board of Directors allows the General Manager or his designee to interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.
 - a. This Section sets forth the general terms and conditions pursuant to which the District will process Non-Standard Service Requests. The specific terms and conditions pursuant to which the District will provide non-standard service in response to any request will depend upon the nature of such request and may be set forth in a legally enforceable, contractual agreement to be entered into by the District and the service Applicant. The agreement may not contain any terms or conditions that conflict with this Section.
- 4). ***Non-Standard Service Application.*** The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service Contract by the District:
 - a. The Applicant shall provide the District a completed Service Application and Agreement giving special attention to the item(s) on SPECIAL SERVICE NEEDS OF THE APPLICANT.
 - b. A preliminary or final plat acknowledged by the District must accompany the Application showing the Applicant's requested service area. The plat must ultimately be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.
 - c. A Non-Standard Service Investigation Fee shall be paid to the District in accordance with the requirements of Section G for purposes of covering initial administrative, legal, and engineering costs. The District shall refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the District, the Applicant shall pay to the District all remaining expenses that have been, or will be incurred by the District and District shall have no obligation to complete processing of the request until all remaining expenses have been paid.

- d. If after the service investigation has been completed, the District determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the District's defined service area, service may be extended provided that:
 - i. The service location is not in an area receiving similar service from another retail utility;
 - ii. The service location is not within another retail utility's Certificate of Convenience and Necessity; and
 - iii. Where applicable the District's defined service area shall be amended to include the entirety of Applicant's property for which service is requested. Applicant is subject to pay all costs incurred by District for annexation or for amending its CCN, including but not limited to engineering and professional fees. The District may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including legal, surveying and engineering fees incurred by District in securing the amendment). If the District determines to annex the property, the applicant shall secure written requests for annexation from all ownership interests in the property to be annexed, and shall pay all costs, including engineering and professional fees for the annexation.

5). **Design.** Upon receipt of the signed Service Application and Investigation Fee, the District shall study the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract by adopting the following schedule:

- a. The Developer is subject to submitting an engineered design and plans for the proposed development. The District maintains the right to have its Engineer to give a cost estimate, design, or review and approve design and/or plans for, all on-site and off-site service facilities for the Applicant's requested service within the District's specifications, incorporating any applicable municipal or other governmental codes and specifications.
- b. The Engineer providing design and plans shall ensure all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted an application for service. The District reserves the right to upgrade design of service facilities to meet future demands provided however, that the District shall participate in such upgrading in excess of the Applicant's facility requirements.
- c. Extending water line facilities are subject to being installed the full length of the property.

6). **Non-Standard Service Contract.** Applicants requesting or requiring Non-Standard Service may be required to execute the District's Service Application and Agreement. Said agreement shall define the terms of service prior to construction of required service facilities. The service contract may include, but is not limited to:

- a. All costs associated with required administration, design, construction, and inspection of facilities for water/sewer service to the Applicant's service area, Impact Fees and terms by which these costs are to be paid.
- b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.

- c. Terms by which service capacity shall be reserved for the Applicant and duration of reserved service with respect to the impact the Applicant's service demand will have upon the District's system capability to meet other service requests, including assessment of any reserved service fee (if applicable).
- d. Terms by which the District shall administer the Applicant's project with respect to:
 - i. Design of the Applicant's service facilities;
 - ii. Securing and qualifying bids;
 - iii. Execution of the Service Agreement;
 - 1. Assessment and Collection of Impact Fees;
 - iv. Selection of a qualified bidder for construction;
 - v. Dispensing advanced funds for construction of facilities required for the Applicant's service;
 - vi. Inspecting construction of facilities; and
 - vii. Testing facilities and closing the project.
- e. Terms by which the Applicant shall indemnify the District from all third party claims or lawsuits in connection with the project.
- f. Terms by which the Applicant 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 construction of the Applicant's project.
- g. Terms by which the Applicant shall grant title or easement for rights-of-way, constructed facilities, and facility sites and/or terms by which the Applicant shall provide for the securing of required rights-of-way and sites.
- h. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.
- i. Agreement to enforceable remedies in the event applicant fails to comply with all contract obligations, including specific performance.
- j. The District and the Applicant must execute a Non-Standard Service Agreement prior to the initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of said Agreement with the District, then the District may refuse to provide service to the Applicant (or require full costs of replacing/repairing any facilities constructed without prior execution of said Agreement from any person buying a lot or home from Applicant), require that all facilities be uncovered by the Applicant for inspection by the District, require that any facilities not approved by the District be replaced, or take any other lawful action determined appropriate by the Board of Directors of the District.

- 7). ***Property and Right-of-Way Acquisition.*** With regard to construction of facilities, the District shall require right-of-way easements or property dedicated to the District as per the following conditions:
- a. If the District determines that right-of-way easements or facility sites outside the Applicant's property are required, the Applicant shall 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.
 - b. All costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including legal and other professional fees and the condemnation award in the event the District secures such private easements or facility sites through eminent domain proceedings.
 - c. The District shall require an exclusive dedicated right-of-way on the Applicant's property (as required by the size of the planned facilities and as determined by the District) and title to property required for other on-site facilities.
 - d. Easements and facilities 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.
- 8). ***Bids for Construction.*** The Developer's Engineer is subject to advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge, to prospective bidders. The District reserves the right to reject any bid or contractor. The contract is generally awarded to the lowest and best bidder, and subject to the following criteria:
- a. The Applicant shall sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
 - b. The Contractor shall provide an adequate bid bond under terms acceptable to the District;
 - c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the District;
 - d. The Contractor shall supply favorable references acceptable to the District;
 - e. The Contractor shall qualify with the District as competent to complete the work; and
 - f. The Contractor shall provide adequate certificates of insurance as required by the District.
- 9). ***Pre-Payment for Construction and Service.*** After the Applicant has executed the Service Agreement, the Applicant is subject to pay to the District all costs necessary for completion of the project prior to construction and in accordance with the terms of the Non-Standard Service Contract.
- 10). ***Construction.***
- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.

- b. The District shall, at the expense of the Applicant, inspect the facilities to ensure compliance with District standards.
 - c. Construction plans and specifications 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 construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.
- 11). ***Service for Subdivisions.*** The District's objective to provide service to any customer located within a subdivision governed by this section is strictly limited to the Non-Standard service specified by the Applicant. 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 (subdivision) has failed to comply with the terms of this Service Policy. The Applicant is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the District under the provisions of this Service Policy and specifically the provisions of this Section; if the Applicant fails to pay these costs, the District has the right to require payment of these costs by any one or more of the persons purchasing lots within such subdivision before the District is obligated to provide water/sewer service. In addition, the District may elect to pursue any remedies provided by the Non-Standard Service Contract. Applicant is advised that purchasers of lots also may have legal recourse to the Applicant under Texas law.
- 12). ***Fire Hydrant Installation Request.*** All requests for fire hydrant installation must be provided in writing to JCSUD. JCSUD reserves the right to determine "good cause" for approving such requests. Fire hydrants will only be installed by JCSUD or their designated installer. All costs for materials and labor will be paid in advance by the requestor. Upon completion of installation, fire hydrant will become the property of JCSUD. This policy will be reviewed and updated as required.
- 13). ***Portable Meter Request.*** All requests for the use of portable meters that attach to fire hydrants for "quick-fill" needs shall be by written application. Portable meters are issued for the temporary use primarily during construction projects. These meters are not intended for use as an alternate source for water service to a single location on a continuous or regular basis as would be appropriately served according to the provisions of standard service. Approved applicants will furnish a deposit for the use of a portable meter if needed. The portable meter issued will remain the property of JCSUD. Upon return, any damage to the equipment will be grounds for retaining a reasonable portion of the deposit to cover the cost of repair.
- 14). ***Pro-rata Reimbursement and Associated Fees.*** The District may from time to time enter into a pro-rata reimbursement agreement with a developer or applicant for remitting payment due to future connections that come onto the water utility line extended and funded by the developer/applicant.
- a. The developer/applicant (or "Constructing Applicant") contemplating a line extension project is required to fund the construction of off-site facilities to the District's utility system;
 - b. The District will determine the facility needs and the total connections on the Project line to be extended. This also corresponds to the number of pro-rata fees to be collected and used to determine the reimbursement amount to the Constructing Applicant;
 - c. The District shall assess a four percent administrative fee for each pro-rata fee collected from subsequent connecting applicants, which shall be deducted from the pro-rata reimbursement before remittance to the Constructing Applicant;
 - d. The Pro-rata Reimbursement Agreement shall contain the following items:

The term of the agreement shall not exceed seven years;

Given that a single residential-type meter is applicable, the cost may be calculated based on extending a 2 inch water line (the District reserves the right to fund the over sizing of the line);

The total of reimbursements shall not be for more than 80 percent of the project cost for the off-site improvements; and

The pro-rata fee is the amount to be collected from future connections coming onto the Project line originally funded by the Constructing Applicant. This fee shall be based on an appropriate formula as determined at the onset of the Project by the District on a case by case basis. The following of which would be a likely scenario:

$$\text{Pro-rata fee} = [\text{PC} - (\text{PC}/\text{TC})] \div (\text{TC} - 1)$$

Where: PC is the project cost to the Constructing Applicant; and TC is the total connections on the Project line.

EXAMPLE: Project Cost = \$14,000 Total Connections on Project = 5

$$\text{Then: } \frac{\$14,000 - (14,000 \div 5)}{5 - 1} = \frac{\$14,000 - 2,800}{4} = \$2,800$$

5-1

4

Pro-rata fee = \$2,800

SECTION G. RATES AND SERVICE FEES

UNLESS SPECIFICALLY DEFINED IN THIS SERVICE POLICY, ALL FEES, RATES, AND CHARGES AS STATED HEREIN SHALL BE NON-REFUNDABLE.

- 1). ***Classes of Users*** – All users of the District’s water and/or sewer services shall be classified as either: Standard or Non-Standard service, as further defined in Section E (2) of this Service Policy. Either class of users may be further classified into sub-classes according to the meter size by which service is provided.

- 2). ***Service Investigation Fee.*** The District shall conduct a service investigation for each service application submitted to the District. An initial determination shall be made by the District, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:
 - a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service is published on the District’s website at www.jcsud.com

 - b. All Non-Standard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the District’s ability to deliver service to the Applicant to:
 - i. provide cost estimates of the project,

 - ii. develop detailed plans and specifications as per final plat,

 - iii. advertise and accept bids for the project,

 - iv. execute a Non-Standard Service Contract with the Applicant, and

 - v. provide other services as required by the District for such investigation. A Non-Standard Service Contract will be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F)

- 3). ***Deposit & Application for Re-Service(Activation).*** At the time the application for service is approved, an Applicant shall pay an activation fee of \$50 for standard service. The Applicant shall also pay an account Deposit which will be held by the District, without interest, until settlement of the customer’s final bill. The Deposit will be used to offset final billing charges of the account. In the event that a surplus of FIVE DOLLARS (\$5.00) or more exists after the final billing is settled, the balance will be paid to the customer within 45 days, when the District is provided with a suitable address. All requests for refunds must be filed within 90 days of termination. In the event that an outstanding balance exists after the Deposit is applied, the District shall attempt to collect the outstanding balance by all lawful means available.
 - a. The Deposit for Standard water service is \$200.
 - i. An applicant may provide a Letter of Reference in lieu of paying a security deposit if the Letter from the immediate past utility shows no penalties incurred in the previous 12 months, UNLESS:
 1. the applicant was a previous customer of the District with active service throughout the last 12 months and having one or more penalties on record, the deposit is payable prior to service connection

2. the applicant was a previous customer that left an outstanding bill, the deposit is due and payable

ii. Upon customer request, a deposit may be refunded as a credit to the active account provided that no penalty charge exists on the payment history ledger for the previous 12 months.

b. The Deposit for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence or actual connections served.

4). **Easement Acquisition Fee.** When the District determines that dedicated easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to secure the necessary easements and/or sites in behalf of the District and/or pay all costs incurred by the District in validating, clearing, and retaining such easements or sites in addition to tap fees otherwise required pursuant to the provisions of this Service Policy. The costs may include all legal fees and expenses necessary to attempt to secure such easements and/or facilities sites on behalf of the District.

5). **Connection Fee.** The fee applied to each new lot/tap is intended to provide funds to be used for capital improvements necessary to serve new customers. Connection Fees are not applied to capital improvement projects listed within the Impact Fee study. The Connection Fee also includes the cost of installation including all current labor, materials, and administrative costs and filing fees necessary to provide individual metered water service. Additional contractor fees may apply.

The Connection Fee shall be \$4,000 per meter for **Standard Water** service (5/8" x3/4" meter).

The Connection Fee shall be \$4,000 per **Standard Sewer** service.

Non-Standard Service Connection Fees, according to meter size, are as follows:

<u>METER</u>	<u>WATER</u>	<u>SEWER (Base**)</u>
3/4"	\$ 5,100	\$ 5,200
1"	\$ 8,237	\$ 6,000
2"	\$ 32,437	\$ 26,400
3"	\$ 55,000*	\$ 60,000
4"	\$ 110,000*	\$ 105,600
6"	\$ 176,000*	\$ 168,000
8"	\$ 308,000*	\$ 336,000

*Non-Standard Connection Fees start at the base connection fee. Cost may increase depending on installation requirements and needs. Cost will include materials, administrative and engineering fees.

**All Wastewater Connection Fees start at the base connection fee for meter size requested and may increase depending on installation requirements and needs. Cost will include materials, administrative and engineering fees.

Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E. 2 (c) (5) of this Service Policy or other system improvements.

Sanitary Sewer Tap Fee- Available in the City of Joshua area. On occasion a request for sewer service is granted provided that it is feasible for the tap to be made with in-house forces on the existing collection system. The District may contract the sewer tap work to an approved contractor. The scope of work to do the tap is considered as Non-standard service since the cost may vary on a case-by-case basis. The policy is the same for sewer as in water for Non-Standard service.

Water service and sewer service each have their own respective fee amounts.

Water: The total connection fee for water standard service is \$4,000. For subdivision development with waterline, tap, box, angle curb valve, etc. are pre-installed, then the total Connection Fee for water service is \$3,200.

Sewer: For Standard sewer service, where the tap has been made and a "stub-out" exists on the property to be served (as in new subdivision development), the sewer Connection Fee is \$4,000 (without pavement repairs).

6). **Monthly Charges.**

a. **Water**

- i. The monthly charge for Standard metered water service is: Monthly minimum - \$33.
- ii. Each charge is assessed based on the meter (as per American Water Works Association maximum continuous flow specifications) equivalent to the size of the meter and is used as a base multiplier for the monthly minimum charge.

The following table establishes equitable rates depending on the classification of service as suggested by the AWWA and the TRWA:

METER SIZE	5/8" METER EQUIVALENTS	MONTHLY RATE
5/8"	1.0	\$ 33.00
3/4"	1.5	\$ 49.50
1"	2.8	\$ 92.40
2"	12.5	\$412.50
3"	25.0	\$ 825.00
4"	50.0	\$ 1,650.00
6"	80.0	\$ 2,640.00
8"	140.0	\$ 4,620.00

- iii. **Gallage Charge for Water** – In addition to the minimum charge, a gallage charge shall be added at the following rates for usage during any one (1) billing period.

0-5,000	\$4.75 per thousand
5,001-15,000	\$6.32 per thousand
15,001-40,000	\$8.40 per thousand
40,001 +	\$11.18 per thousand

- iv. **Master Meter Charges** - Master metering is available upon application and must meet the criteria for qualification as prescribed in Section E.2.c.(3), and the fees charged will be as follows:
 - 1. Apartments, mobile home parks, recreational vehicle parks and other similar establishments will be billed based on the meter size equivalent as listed in Section G.8.a.(2). See Meter Equivalency Table to determine monthly minimum. If a master meter account is being adequately served with a standard meter, the rate for a 1" meter will apply. The monthly charge for metered water service is stated in Section G.6.a.iii Gallonage Charge.
 - 2. It shall be the responsibility of the owner/operator to notify the District of any additions in the number of units or spaces immediately upon completion of the additional units or spaces. Failure to make such notification to the District may result in additional charges or disconnection of service. The District may inspect the facilities for additions at any time it deems such inspection is necessary. The District reserves the right to determine the correct meter size.

b. Sewer

- i. **Sewer Rates** (Monthly Charges) Monthly minimum - \$25; In addition to the minimum charge, the usage charge shall be added at the following rate during any one (1) billing period:

\$5.50 per thousand gallons for residential accounts; which applies up to a maximum of 10,000 gallons water usage.

All non-residential accounts shall be charged for actual usage; Multi-Unit accounts shall be charged a monthly minimum of \$20.00 per unit. Commercial accounts will be charged a monthly minimum of \$37.50.

- ii. **Sewer service only; no water service** – for sewer service requests where another source of water is used other than that metered by the District (i.e. well water) the monthly rate will be determined on a case-by-case basis by the District according to the best means available.

- c. **Regulatory Assessment** - The District shall, as required by Texas law and TCEQ regulations, collect from each of its retail customers a regulatory assessment equal to one-half of one percent (0.5%) of the charge for retail water/wastewater service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G.6. Monthly Charges of this Service Policy.

- d. **Portable meters** that are normally used for short-term needs that attach to fire hydrants or quick-fill projects will be assessed the following charge:

A service availability fee is paid upfront, including a \$500 connection fee plus a \$1,500 deposit, totaling $\$500 + \$1,500 = \$2,000$. The minimum per month bill is \$182 plus \$11.18 per 1,000 gallons used. See Section F.13.

- 7). **Late Payment Fee.** Once per billing period, a penalty of 10 % shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period.

- 8). **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, District, or partnership to the District for payment of services provided for in this Service Policy, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account(s) for which the instrument was issued shall be assessed a return check charge of \$30. (For one check payment covering more than one account, one NSF fee shall apply per that single instrument). After three (3) NSF checks occur during a year, the District can require only cash, money order or cashier's check from that customer.
- 9). **Lock off Trip Fee.** After a customer has received a second notice on the overdue account and the time allowed for payment has passed, a lock off trip fee of \$50 will be charged to the account at the time the work order is issued to disconnect service.
- 10). **Reconnect/Re-Service (After Hours) Fee.** The District shall charge a fee of \$100 for reconnecting service after regular office hours, after the District has previously disconnected the service for any reason provided for in this Service Policy except for activation of service under Section E.3.c. Re-Service. The customer requesting reconnection will be assessed this fee if the request is made after 4 pm and before 11 pm. This stipulation exists in an effort to complete the reconnect work order during regular working hours. If a call comes in after 11 pm to reconnect service, it will be scheduled for the next work day.
- 11). **Service Trip Fee.** The District shall charge a trip fee of \$50 for any service call or trip to the Customer's tap as a result of a request by the Customer or resident (unless the service call is in response to damage of the District's or another Customer's facilities) or for the purpose of disconnecting or collecting payment for services.
- a. trip fee - \$50
 - b. angle curb repair - \$35 for labor plus parts
- 12). **Fee for Unauthorized Actions (Tampering).** If the District's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair or replacement of the District's facilities and shall be paid before service is re-established. The fee shall also include the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authorization. All components of this fee will be itemized, and a statement shall be provided to the Customer. If the District's facilities or equipment have been damaged due to unauthorized use of the District's equipment, easements, or meter shut-off valve, or due to other unauthorized acts by the Customer for which the District incurs losses or damages, the Customer shall be liable for all labor and material charges incurred as a result of said acts or negligence. *Note:* Payment of this fee will not preclude the District from requesting appropriate criminal prosecution for any act resulting in equipment damage or theft of service.
- a. A tampering fee of \$500 plus parts, incidentals, and a trip fee if applicable, will be assessed.
- 13). **Meter Test Fee.** The District shall test a Customer's meter upon written request of the Customer. Under the terms of Section E of this Service Policy, a charge of \$150 shall be imposed on the affected account.
- 14). **Customer Service Inspection Fee.** A fee of \$75 will be assessed each Applicant before permanent continuous service is provided to new construction or if the District suspects a cross-connection or other undesirable plumbing practices that may exist.

- 15). **Franchise Fee Assessment.** A fee as a percentage of the amount billed for water service will be assessed each customer whose meter is located inside the corporate limits of a City, as may be required by the City.
- 16). **Posted Notice of Disconnection of Service.** A fee of \$50 will be charged by the District whenever it is necessary to post Notice of Disconnection as required in Section E.11.g.
- 17). **Customer History Report Fee.** A fee of \$5 will be assessed by the District as a result of a request by the Customer for a consumption history report.
- 18). **Additional Assessments.** In the event any federal, state or local government imposes on the District a "per meter" fee or an assessment based on a percent of water/sewer use or charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.
- 19). **Reuse or Reclaimed Water.** Reuse water is taking the effluent water and converting it into something useful; as an industrial process that meets the applicable minimum standards as set in the TCEQ's rules titled Use of Reclaimed Water. A rate of \$2.50 plus an amount for electricity cost brings the charge to \$2.78 per thousand gallons. *(Approved 02/19/2008 at a regularly scheduled Board of Directors Meeting.)*
- 20). **Temporary Service.** Temporary Water Service is a separate classification of water service made available generally for cleaning, testing wastewater facilities, etc. at an unoccupied location. (See definitions.) Applicant shall complete a Temporary Service Application form and pay an activation fee of \$50. Standard billing applies for water used. The District determines when and how long this classification is appropriate to exist. (See Temporary Service Policy)
- 21). **Other Fees.** The actual and reasonable costs for any services outside the normal scope of utility operations that the District may be compelled to provide at the request of a Customer shall be charged to the Customer.