

NUECES WATER SUPPLY CORPORATION
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T A R I F F

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SECTION A: RESOLUTION 90-01

RESOLVED BY THE BOARD OF DIRECTORS OF THE NUECES SUPPLY CORPORATION THAT:

1. This Tariff, consisting of Sections A through H inclusive, is hereby adopted and enacted as the current regulations which shall supersede all policies passed by the Board of Directors before January 8, 1990 to the extent provided in paragraph 2 hereof.
2. No prior agreement executed by the Board of Directors is repealed by any provision contained herein, save and except as provided in the terms of that agreement.
3. The adoption of the provisions of this Tariff shall not affect any offense or act committed or done, or any penalty of forfeiture incurred, or any contract or vested right established or accruing before the effective date of this Tariff.
4. An official copy of this policy shall be available to the Membership of this Corporation during regular office hours of the Corporation. Requests for copies of this Tariff shall be subject to reproduction charges. The Secretary of the Corporation shall maintain the original copy as approved, and clearly exhibit all additions, deletions, and amendments separately.
5. This Tariff shall take effect immediately upon its approval as provided by law, and according to its terms. Rules and regulations of state and federal agencies having applicable jurisdiction, promulgated under any applicable State or Federal Law, shall supersede all terms of this policy. If any section, paragraph, sentence, clause, phrase, word or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected thereby.

PASSED and APPROVED this 29st day of October, 2012.

President, Nueces Water Supply Corporation

SEAL

ATTEST:

Secretary, NUECES Water Supply Corporation

SECTION B: STATEMENTS

1. Statement of Organization. The Nueces Water Supply Corporation is a member owned non-profit corporation incorporated pursuant to the provisions of Tex. Rev. Civ. Stat. Ann., art. 1434a as supplemented by the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. Ann., art. 1396, for the purpose of furnishing a potable water utility service. Corporation operating policies, rates, tariffs, and regulations are formulated and effected by a Board of Directors elected by the Members of the Corporation.
2. Statement of Non-Discrimination Policy. Membership in the Corporation and service of water is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, or marital status.
3. Statement of Rules Application. The rules and regulations specified herein apply to the water services furnished by Nueces Water Supply Corporation, also referred to as Corporation, NWSC, or Nueces WSC. Failure on the part of the Member to observe these rules and regulations of the Corporation, after due notice of such failure, automatically gives the Corporation the authority to discontinue the furnishing of service as provided herein.
4. Corporation Bylaws. The Corporation has adopted by-laws which establishes the make-up of the Board of Directors, establishes the membership voting rights, provides for annual and regular meetings, provides for reserve accounts, and establishes the rights of the members and other important regulations of the water system. These bylaws are included by reference herein, as amended from time to time, and are on file for inspection in the Corporation's office.
5. Statement of Fire Protection Responsibility. Fire hydrants or fire hydrant risers installed within the Corporation's distribution system are provided at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet fire flow requirements of local, county, state, or federal governmental agencies. Fire hydrants or fire hydrant risers paid for by individuals or groups of individuals and donated to the Corporation for county volunteer fire department use shall remain in place for such as "refill only" of fire trucks. The Corporation reserves the right to remove any fire hydrant or fire hydrant risers, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors.

SECTION C: DEFINITIONS

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

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

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

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) - The authorization granted under Chapter 13 of the Texas Water Code for Nueces Water Supply Corporation to provide water utility service within a defined territory. Nueces Water Supply Corporation has Certificate Number 11948. Territory defined in the CCN shall be the Certificated Service Area.

CORPORATION - The Nueces Water Supply Corporation.

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

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

FINAL PLAT - A complete and exact plan for the subdivision of a tract of land into lots for marketing which has been approved by all regulatory agencies having jurisdiction over approval of the design, planning, and specifications of the facilities of such subdivision. The Nueces Water Supply Corporation shall determine if a plat submitted for the purposes of this Tariff shall qualify as a final plat, based upon contractual agreements between the Corporation and South Texas Water Authority and the City of Corpus Christi.

LIQUIDATED MEMBERSHIP - A Membership in which the Membership Fee is not complete because delinquent charges have been applied against the Membership Fee. Service shall not be provided to a liquidated Member until the Membership Fee is current and paid in full.

MEMBER - Any person, partnership, cooperative corporation, corporation, agency, or public or private organization that has qualified for service and Membership in accordance with the Corporation's Tariff.

MEMBERSHIP CERTIFICATE - A stock certificate purchased from the Corporation evidencing a Member's interest in the Corporation.

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

RESERVED SERVICE CHARGE - A monthly charge assessed for each property where service is being reserved on behalf of a Member or future Member. The purpose of this fee is to reserve service capacity at a specified location pending installation of a water meter by the Corporation. This fee is paid monthly in lieu of the Minimum Monthly Charge until such time as the property is sold and a metered connection provided as requested. The Reserved Service Charge shall be cost-based to defray actual costs of reserving capacity for the property.

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

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

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

TRANSFeree - An Applicant receiving a Nueces Water Supply Corporation Membership Certificate and the right to water utility service at the location previously held by another Member. Transferee shall qualify under the terms of this Tariff before the Corporation shall qualify the Transferee as a Member. A transferee shall be a renter until the application process is completed including but not limited to receipt of a recorded deed.

TRANSFEROR - A Member who transfers Corporation stock and rights to water utility service back to Nueces Water Supply Corporation to be ultimately received by a Transferee.

SECTION D: GEOGRAPHIC AREA OF SERVICE

Service Area. The service area for NWSC is roughly the area bounded by the

 (See Map next Page)

SECTION E: SERVICE RULES AND REGULATIONS

1. Application Procedures and Requirements. For the purposes of this Tariff, service requested by an Applicant and provided by the Corporation shall be divided into the following two (2) classes with requirements for application as listed:
 - A. Standard Service is defined as a single residential tap on an existing pipeline where pipeline or service facility extensions are not required. Standard Service may also be defined as a tap where a pipeline extension or road boring is required, but the Corporation determines that the extension does not warrant full or partial compliance with the Service Extension Section of this Tariff. Requirements for Standard Service shall be as follows:
 - (i) The Corporation's Standard Service Application and Agreement Form shall be completed in full and signed by the Applicant. (See Sample Application Packet)
 - (ii) A Right-of-Way Easement Form, sanitary easement, or other such easement forms, approved by the Corporation, must be completed by the Applicant for the purpose of allowing future extensions or facility additions or alterations to improve or provide service to future or existing applicants. (See Sample Application Packet)
 - (iii) The Applicant shall provide proof of ownership or title to property for which service has been requested in a manner acceptable to the Corporation.
 - (iv) The Corporation shall consider master metering multiple units for an applicant's request provided the total number of units to be served are all;
 - (a) owned by the same person, partnership, cooperative, corporation, agency, public or private organization of any character but not including a family unit.
 - (b) inaccessible to public right-of-way, and
 - (c) considered a commercial enterprise, i.e., for business, rental, or lease purposes.
 - B. Non-Standard Service is defined as any service applied for or provided which is not Standard Service. Service requirements as prescribed by Section F of this Tariff shall be met by the Applicant prior to extension of such pipelines, and/or service facilities.
 - C. Requirements for Standard and Non-Standard Service.
 - (i) All Service Applications approved and cost of service fees quoted by the Corporation shall stand approved at quoted costs for a period not to exceed thirty (30) days. After thirty (30) days, each Applicant shall re-apply for service under the terms of this Tariff.
 - (ii) If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the Applicant's previous refusal to grant easement to the Corporation for the purposes of installing the water main and appurtenances, the Applicant, prior to receiving the requested service, shall grant easement to the Corporation. In addition to the normally required fees for service, the Applicant shall pay such sums as are necessary for the removal of the water main from the public right-of-way and for re-installation

onto the Applicant's property. The Corporation shall retain the right to delay relocation of existing facilities onto private easement.

2. Activation of Standard Service.

- A. New Tap -- The Corporation shall charge a non-refundable installation fee as stated in Section G of this Tariff. The installation fee shall be quoted to the Applicant after a service investigation has been conducted by the Corporation. The meter installation fee shall be paid in advance of installation.
- B. Re-Service – An application for service for which a tap already exists but for which the meter has been removed for any reason may be approved by the Corporation provided that the returning Applicant pays any back-charges, penalties (including the equivalency of monthly minimums due not to exceed the cost of the capital contribution and membership), and service charges of the previous account necessary to restore service. New Applicants will pay the equivalency of the total of monthly minimums due or the cost of new membership and capital contribution whichever is less. Any Applicant unwilling to pay such fees and charges shall apply for service under the terms of this Tariff for Standard Service.
- C. Performance of Work -- All tap and equipment installations shall be specified by the Corporation staff or the Corporation's designated representative. The tap shall be completed within twenty (20) working days after receipt of payment of quoted installation fees. Weather conditions, location of other services and emergency work orders (leaks, pump station, and disinfection problems) are conditions beyond our control that may affect the 20-day timeframe.

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

4. Memberships.

- A. Eligibility -- The Corporation shall grant Membership only to owners of real property on which the requested Standard or Non-Standard Service is to be provided. Eligibility for Membership shall not guarantee service to the Applicant.
- B. Membership Certificates – Upon qualification for Membership and acceptance of the Membership Fee, the Corporation shall issue a Membership Certificate to the Applicant. The Membership Certificate provides proof of Membership in the Corporation and shall entitle the Applicant to one connection to the Corporation's water main and one (1) share of Corporation stock. The Membership Certificate also entitles the Member to one (1) vote in the conducting of the affairs of any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. A person may own more than one membership but each member shall be entitled to only one vote regardless of the number of memberships owned. Original Membership Certificates shall be held on file in the Corporation Office.
- C. Transfers of Membership.
 - (i) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:

- (a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
 - (b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
 - (c) The Membership is transferred without compensation or by sales to the Corporation; or
 - (d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.
- (ii) In the event that Membership is transferred pursuant to the provisions of Sub-Section 4.C. (i) such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer.
 - (iii) Any transfer of Membership set forth in Sub-Section 4.C.(i) and 4.C.(ii) shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and condition:
 - (a) A Transfer Authorization Form has been completed by the Transferor and Transferee,
 - (b) The Transferee has completed the required Application Packet, and
 - (c) All indebtedness due the Corporation has been paid,
 - (d) The Membership Certificate has been surrendered, properly endorsed, by the record Transferor.
 - (e) The party purchasing the property will pay a transfer fee in the amount of \$25.00.
 - (f) In the event the existing Member requests a membership refund, the Corporation shall require the new Member to deposit with the Corporation another Membership Fee equal to the Membership Fee as quoted in the Corporation's current bylaws.

D. Cancellation of Membership

To keep a Membership in good standing, a Minimum Monthly Charge or a monthly Reserved Service Charge must be paid to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee. A Member may be relieved of this obligation to pay by surrendering the Membership Certificate, properly endorsed, to the Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Misc. Transaction Forms.) However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership Certificate prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and be subject to the terms of the Activation of Service section of this Tariff.

E. Liquidation Due To Delinquency

When the amount of the delinquent minimum monthly charges, gallonage charges, penalties, and service fees owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated and the Membership canceled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership Certificate, the Corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance

due to the Corporation, provided proper notice has been given. The Corporation shall collect any remaining account balances through appropriate means. Reinstatement of service shall be subject to the terms of the Activation of Service section of this Tariff.

5. Owners and Renters. Any Nueces Water Supply Corporation Member renting or leasing property to other parties are responsible for all charges due the Corporation in the event a renter or lessee leaves the Corporation with any unpaid bills. The Corporation will bill the renter or lessee for water service as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall take full responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation may notify the Member of the renter's past due payment status subject to service charges.
6. Denial of Service. The Corporation may deny service for the following reasons:
 - A. Failure of the Applicant or Transferee to complete all required forms;
 - B. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and by-laws of the Corporation;
 - C. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;
 - D. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation on file with the state regulatory agency governing the service applied for by the Applicant.
 - E. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested, and/or;
 - F. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.
 - G. The Corporation encourages that all plumbing installations, supplies, and workmanship meet or exceed the Southern Building Code requirements.
 - H. If the Applicant or Transferee refuses to make a deposit under these rules.
7. Applicant's or Transferee's Recourse. In the event the Corporation refuses to serve an Applicant under the provisions of these rules, the Corporation must notify the Applicant of the basis of its refusal and the Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.
8. Insufficient Grounds for Refusal of Service. The following shall not constitute sufficient cause for the refusal of service to an Applicant:
 - A. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
 - B. Violation of Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, or other services such as communication services, unless the Member has first been notified and been afforded reasonable opportunity to comply with said rules; or
 - C. Failure to pay a bill of another Member as guarantor thereof unless the guaranty was made in writing to the Corporation as a condition precedent to service;
 - D. Delinquency in payment for service by a previous occupant of the premises to be served;
 - E. Failure to pay the bill of another customer at the same address, except where the change of customer identity is made to avoid or evade payment of a utility bill;

- F. Failure to pay for the restoration of a tap removed by the utility at its option or removal as the result of tampering or delinquency in payment by a previous customer;
 - G. Failure to comply with regulations or rules for anything other than the type of utility service specifically requested including failure to comply with the septic tank regulations.
9. Deferred Payment Agreement. The Corporation may offer a deferred payment plan to a Member who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the Corporation, including any Late Penalty Fees or interest on the monthly balance to be determined as per agreement. (See Misc. Transaction Forms)
10. Indigent Care Policy. Members demonstrating an inability to pay for monthly water service shall be extended an opportunity to apply for waiver of part or all of water charges under the conditions of the Corporation's Indigent Care Policy. (See Indigent Care Policy)
11. Charge Distribution and Payment Application.
- A. Service Availability Charge is defined as a minimum monthly charge which is applied from the first week of the month to the first week of the following month. Charges shall be prorated for meter installations and service terminations falling during the calendar month. Billings for this amount shall be mailed on or about the 10th of the month preceding the month for which this charge is due. All Standard and Non-Standard Services shall be subject to this charge whether or not the service is in use by the Member.
 - B. Gallonage Charge is defined as water usage in excess of the water allotment included in the Service Availability Charge and shall be billed at the rate specified in Section G, and shall be billed in 100 gallon increments. Water charges for usage exceeding the monthly allotment are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representative. Billing for this additional usage is approximately one month behind the monthly Service Availability Charge.
 - C. Posting of Payments -- All payments shall be posted against previous balances prior to posting against current billings.
12. Due Dates, Delinquent Bills, and Service Disconnection Date. The Corporation shall mail all bills on or about the 13th of the month. All bills shall be due by the date indicated on the bill (allowing approximately twenty five (25) days to pay), after which time a penalty shall be applied as described in Section G. A bill is delinquent if not paid by the due date. Payments made by mail will be considered late if not received in the Corporation's mail receptacle on or before due date. Payments made by the drop box will be considered late if not received in the Corporation's office before the due date or by 4:59 pm on the due date. Payments made using the computer online service will be considered late if not made by the customer by 4:59 pm on the due date. Lockout notices will be sent immediately or as soon thereafter as possible following the due date. Lockout notices shall be mailed allowing seven (7) additional days for payment prior to disconnection. The seven (7) additional days shall begin on the day the lockout

notice is deposited with the U.S. Postal Service with sufficient postage. If the due date for the regular billing is on a weekend or holiday, the due date for payment purposes shall be the next day the Corporation is open for business the day after said weekend or holiday. Payment must be received whether made in person, drop box, U.S. Postal Service or using the online computer service by 4:59 pm on the business day before the actual disconnection date in order to avoid incurring a service charge/cutoff fee.

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:

- (i) Returned Checks -- In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. 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 or failure to comply with the terms of a deferred payment agreement;
- (iii) Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
- (iv) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply and Member has failed to comply within a specified amount of time after notification.
- (v) Failure to provide access to the meter under the terms of this Tariff.
- (vi) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.

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

- (i) A known dangerous condition exists for which it may remain disconnected for as long as the condition exists;
- (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 Corporation's meter or equipment, by-passing the meter or equipment, or other diversion of service. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefor shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
- (iv) In instances where a returned check is provided for payment to avoid disconnection of service.

- C. Disconnection Prohibited -- Utility service may not be disconnected for any of the following reasons:
- (i) Failure of the Member to pay for merchandise or charges for non-utility service provided by the Corporation;
 - (ii) Failure of the Member 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 Member to pay charges arising from an underbilling occurring due to any mis-application of rates more than six (6) months prior to the current billing;
 - (iv) Failure of the Member to pay the account of another member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
 - (v) Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due to meter error.
 - (vi) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Corporation 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 member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.
- E. Disconnection Due to Utility Abandonment -- The Corporation may not abandon a Member or a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality.
- F. Disconnection for Ill and Disabled -- The Corporation may not discontinue service to a delinquent residential Member permanently residing in an individually metered dwelling unit when that Member establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a Member seeks to avoid termination of service under this Subsection, the Member must have the attending physician call or contact the Corporation within sixteen (16) days of issuance of the bill. A written statement must be received by the Corporation from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by the Corporation and Member's physician. The Member shall enter into a Deferred Payment Agreement.
- G. Disconnection of Master-Metered Apartments -- When a bill for water utility services is delinquent for a master-metered apartment service complex (defined as a building in which a single meter serves five (5) or more residential dwelling units), the following shall apply:
- (i) The Corporation shall send a notice to the Member as required. This notice

shall also inform the Member that notice of possible disconnection will be provided to the tenants of the apartment complex in six (6) days if payment is not rendered before that time.

- (ii) At least six (6) days after providing notice to the Member and at least four (4) days prior to disconnection, the Corporation shall post at least five (5) notices in public areas of the apartment complex notifying the residents of the scheduled date for disconnection of service.
14. Billing Cycle Changes. The Corporation reserves the right to change its billing cycles if the work load requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the Corporation.
 15. Backbilling. The Corporation may back-bill a Member for up to 6 months for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Member's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service and the re-establishment of credit. Back-billing shall not extend beyond current Membership.
 16. Disputed Bills. In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall forthwith make and conduct an investigation as shall be required by the particular case, and report the results in writing thereof to the Member. All disputes under this Sub-Section must be reported to the Corporation, in writing, prior to the due date posted on said bill.
 17. Inoperative Meters. Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.
 18. Bill Adjustment Due To Meter Error. The Corporation shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment shall be made as far back as six (6) months but not extended beyond current membership. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test. (See Misc. Transaction Forms)
 19. Meter Tampering and Diversion. For purposes of these Sections, meter-tampering, by-passing, or diversion shall all be defined as tampering with the Corporation's meter or equipment, by-passing the same, or other instances of diversion, such as physically disorienting the meter, objects attached to the meter to divert service or to bypass, insertion of objects into the meter, and other electrical and mechanical means of tampering with, by-passing, or diverting service. The burden of proof of

meter-tampering, by-passing, or diversion is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation's staff when any action regarding meter-tampering as provided for in these Sections is initiated. A court finding of meter-tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services of the Corporation shall be prosecuted to the extent allowed by law.

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

- A. No transfer of Membership is involved;
- B. An easement for the proposed location has been granted to the Corporation;
- C. The property of the new location requested is owned by the current member of the meter to be moved;
- D. That the existing tap location is contiguous to the proposed tap location; and
- E. The Member pays the actual cost of relocation plus administrative fees.

21. One Residential or Commercial Unit Per Meter.

A. In order that the Corporation may maintain adequate records of the actual number of users on its system to assure compliance with Texas Department of Health and Texas Commission on Environmental Quality Rules and Regulations on minimum service standards, to ensure that charges are received for each user on the system, and to ensure that the Corporation's metering device is adequately sized for proper flow and accurate measurement of water used, all connections of any dwelling, household, business, and/or water-consuming establishment currently receiving or planning to receive water service, either directly or indirectly from the Corporation's water system, shall individually apply for service under the rules of this Tariff. Any unauthorized submetering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service. If the Corporation has sufficient reason to believe that more than one household/business/farm is connected to a single meter, the Member shall be notified by mail, to the last known address, and given 30 days from issuance of the notice to reply to the notice and make proper application for a new membership to accommodate all additional residential or commercial units.

B. Under the rules of the Corporation, each tap to the main pipeline is a unit and the monthly Service Availability Charge shall be paid, whether or not water is used.

22. Member's Responsibility.

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

- B. The Member shall see that all plumbing connections shall be made to comply with the Texas Department of Health Rules and Regulations. The Corporation recommends that any significant modifications and/or improvements to the plumbing are done in accordance with the Southern Building Code. All connections shall be designed to insure against back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed into the top of the trough with airspace between the discharge and the water level in the trough. Service shall be discontinued without further notice when installations are found to be in violation of this regulation until such time as the violation is corrected. All service connections provided after January 1, 1996 will include, at the member's cost, the installation of necessary back-flow prevention devices. All service connection provided after January 1, 1996 will be inspected by a licensed inspector for the presence of cross-connections. Provisions of service will be contingent upon the results of said inspection.
- C. A Member owning more than one (1) Membership Certificate shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Standard Service Applications and Agreement executed by the Member.
- D. The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the point where the Member connects to the equipment provided by the Corporation during the installation of the metering equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and provided by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.
- E. The Corporation shall require each Member to provide a cut-off valve on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges.

23. Records Location and Availability. The records of the Corporation shall be kept in the South Texas Water Authority Office located at 111 East Sage Road in Kingsville, Texas. These records may, upon request, be examined by any member of the Corporation. The records may not be removed from the South Texas Water Authority's office.

SECTION F: SERVICE EXTENSION

1. Corporation's Limitations. All Applicants shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness. In addition, the Corporation is limited in its service area by the Extra-territorial Jurisdictions (ETJ) of incorporated cities; the city has the right of first refusal before the Corporation can provide service.
2. Purpose. The purpose of this Section is to govern agreements and service procedures for subdivisions, additions to subdivisions, or developments where service to more than one tract is necessary; and/or additional piping, service facilities, etc., are required to accommodate individual, multiple, commercial, or industrial Applicants. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard.
3. Application of Rules. This Section may be altered or suspended when applied to planned facility expansions for which the Corporation extends its indebtedness. The Board of Directors of the Corporation shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.
4. Non-Standard Service Application. The Applicant shall meet the following requirements prior to the initiation of a Service Agreement by the Corporation:
 - A. The Applicant shall provide the Corporation an original, signed letter containing information pertinent to the service request. The letter shall state that the Applicant has been provided a copy of the Corporation's Tariffs.
 - B. A final plat approved by the Corporation must accompany the letter showing the Applicant's requested service area. The plat must be approved by all regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such regulatory authorities shall be submitted with the plat. Applicant's 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. Applicants must meet any requirements as necessary due to contractual agreements between the Corporation and South Texas Water Authority and the City of Corpus Christi.
 - C. At the time the Applicant tenders the Application, a Non-standard Service Investigation Fee (See Section G) to cover initial administrative, legal, and engineering fees shall be paid to the Corporation. The balance of actual expenses shall be refundable to the Applicant and any additional expenses incurred as a result of efforts by the Corporation to study service requirements of the Applicant shall be paid by the Applicant.
 - D. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property outside the Corporation's Certificated Service Area of Public Convenience and Necessity, service may be extended provided that:
 - (i) The service location is contiguous to the Corporation's Certificated Service Area of Public Convenience and Necessity,
 - (ii) The service location is not in an area receiving similar service from another utility, and

- (iii) The service location is not within the Area of Public Convenience and Necessity of another similar utility.

5. Design. The Corporation shall study the design requirements of the Applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:

- A. The Corporation's Engineer shall design all service facilities for the Applicant's requested service if the applicant has not requested and received permission to use their own consulting engineer.
- B. If the Corporation's Consulting Engineer is used for the design phase, the engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided however, that the actual costs of the Engineer's services do not exceed the amount of the Non-Standard Service Investigation Fee allotted for engineering services. If the Applicant's services exceed the allotted fee, the Applicant shall pay the balance of engineering fees prior to commencing with the service investigation.
- C. The Consulting Engineer or the applicant's approved engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.
- D. The Corporation's Engineer shall design all facilities for any Applicant to meet the demand for service as platted and/or requested in the plans or plat submitted in application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands, provided however, that the Corporation pays the expense of such upgrading above the Applicant's facility requirements.

6. Non-Standard Service Contract. All applications subject to this Section shall enter into a written agreement which defines the terms of service prior to construction of required service facilities. Guidelines for the service agreement may include, but are not limited to:

- A. Definition of all costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.
- B. Definition of procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- C. Definition of costs associated with achieving parity with existing members of the Corporation as demonstrated in the Average Net Equity Purchase Fee Formula (Section G).
- D. Definition of monthly Service Availability Charges as applicable to the service request.
- E. Definition of terms by which reserved service shall be provided to the Applicant and duration of reserved service with respect to the impact the Applicant's service request will have upon the Corporation's system capability to meet other service requests.
- F. Definition of terms by which the Applicant shall be reimbursed for Average Net Equity Purchase Fees on a per tap basis.
- G. Definition of terms by which the Corporation 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,
 - (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.

- H. Definition of terms by which the Applicant shall indemnify the Corporation from all third party claims or law suit in connection with the project contemplated.
- I. Definition of terms by which the Applicant shall deed all constructed facilities to the Corporation and by which the Corporation shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.
- J. Definition of terms by which the Applicant shall grant title or easement for right-of-ways, and facility sites and/or terms by which the Applicant shall provide for the securing of required right-of-ways and sites.
- K. Definition of terms by which the Board of Directors shall review and approve the Service Agreement pursuant to current rules, regulations, and bylaws.

7. Property and Right-of-Way Acquisition. With regard to construction of facilities, the Corporation shall require private right-of-way easements on private property as per the following conditions:

- A. If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Corporation shall require the Applicant to secure easements or title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant.
- B. All facilities installed in public right-of-ways on behalf of the Applicant, due to inability to secure private right-of-way easements, shall be subject to costs equal to the original cost of facility installation for those facilities in public right-of-ways, plus the estimated cost of future relocation to private right-of-ways, provided however, that funds are not received at a later date from other sources for such relocation.
- C. The Corporation shall require an exclusive dedicated right-of-way on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site facilities.
- D. Easements and facilities sites shall be prepared for the construction of the Corporation's pipeline and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant.

8. Bids For Construction. The Corporation's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge, to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest and best bidder in accordance with the following criteria:

- A. The Applicant shall sign the Service Agreement noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project.
- B. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation.
- C. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation, and

- D. The Contractor shall supply favorable references acceptable to the Corporation, and
- E. The Contractor shall qualify with the Corporation as competent to complete the work.

9. Pre-Payment For Construction And Service. After the Applicant has executed the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Service Agreement.

10. Construction.

- A. All road work pursuant to county and/or municipal standards (if applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
- B. The Corporation shall, at the expense of the Applicant, inspect the facilities to insure that Corporation standards are achieved.
- C. Construction plans and specifications shall be strictly adhered to, but the Corporation reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

SECTION G: RATES AND SERVICE FEES

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

1. Service Investigation Fee. The Corporation shall conduct a service investigation for each service application submitted at the Corporation office and report the results under the following terms:

- A. All Standard Service Applications shall be investigated without charge and all costs for installation shall be quoted to the Applicant within ten (10) working days of application.
- B. All Non-Standard Service Applications shall be subject to a fee, unique to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant, provide costs estimates of the project, present detailed plans and specifications as per final plat, advertise and accept bids for the project, present a Non-Standard Service Agreement to the Applicant, and provide other services as required by the Corporation for such investigation. A Non-Standard Service Agreement shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F)

2. Membership Fee. At the time an application for service is completed and submitted, a Membership Fee of \$200.00 must be paid before the application for service shall be accepted by the Corporation on a per lot or meter equivalency basis.

3. Easement Fee. When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant.

4. Installation Fee. The Corporation shall charge an installation fee for service as follows:

- A. Standard Service shall include all current labor, materials, engineering, legal, and administrative fees necessary to provide individual metered service and shall be charged on a per tap basis. The installation fee shall be quoted to the Applicant after a service investigation has been conducted.
- B. Non-Standard Service shall include any and all construction labor and materials, administration, legal, engineering, Membership, Buy-in, and monthly Service Availability Fees as determined by the Corporation under the rules of Section F of this Tariff.
- C. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E, Sub-section 2. C. (i-v) of this Tariff.

5. Buy-in Fees. Buy-in Fee includes a \$200.00 membership fee **plus** the following tap fee according to the meter size selected.

5/8" x 3/4" meter -	\$ 995.00	total: \$ 1,095.00
3/4 "meter -	\$ 1,095.00	total: \$ 1,195.00
1" meter -	\$ 1,195.00	total: \$ 1,295.00
Over 1" meter -	cost of labor & materials.	

6. Standard and Non-Standard Service Availability Charges.

A. The Service Availability Charge (minimum monthly charge) for metered water service is as follows:

5/8" x 3/4" meter -	\$ 29.50 with a minimum of -0- gallons
3/4" meter	- \$ 34.26 with a minimum of -0- gallons
1" meter	- \$ 68.01 with a minimum of -0- gallons
2" meter	- \$ 151.00 with a minimum of -0- gallons
3" meter	- \$ 194.10 with a minimum of -0- gallons
4" meter	- \$ 284.80 with a minimum of -0- gallons

All additional gallons will be charged at \$3.30 per 1,000 gallons up to 10,000 gallons; \$3.35 per 1,000 gallons over 10,000 and up to 20,000 gallons; and \$3.40 per 1,000 gallons over 20,000 gallons.

B. Non-Standard Service Availability Charges – The Corporation shall charge a monthly Service Availability Charge to all Applicants based on the Corporation’s monthly operating costs to service the Applicant’s dedicated facilities on a per lot basis, and thereby reserving service to the Applicants service area. This fee is determined on a case by case basis but shall never exceed the monthly Service Availability Charge for Standard Metered Service on a per lot/tap basis.

C. In addition to the Standard and Non-Standard Service Availability Charge, a gallonage charge shall be added to this minimum monthly charge at a rate of a \$3.30 per 1,000 gallons up to 10,000 gallons; \$3.35 per 1,000 gallons over 10,000 and up to 20,000 gallons; and \$3.40 per 1,000 gallons over 20,000 gallons in any one (1) billing period. The monthly minimum shall be charged when service has been established.

7. Late Payment Fee. A penalty of \$5.00 per billing period shall be made on delinquent bills. This late payment penalty shall be applied to any unpaid balance exceeding \$14.99 during any one billing period.
8. Returned Check Fee. In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$15.00.
9. Service Fee. The Corporation shall charge a fee for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this

Tariff except for activation of service under Section E.2.b. (Re-Service). The service fee for a lockout is \$60.00 between 8:00 a.m. and 4:00 p.m. Monday through Friday and \$90.00 between 4:00 p.m. and 8:00 p.m.

10. Equipment Damage Fee. If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority. All components of this fee will be itemized, and an itemized statement shall be provided to the Member. The Corporation reserves the right to take legal action against parties responsible for such damage and any costs derived from said legal action will be the responsibility of said party. If the Corporation's facilities or equipment have damage due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve; or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.
11. Customer History Report Fee. A fee of \$5.00 shall be charged to provide a copy of the members record of past water purchases in response to a member's request for such a record.
12. Meter Test Fee. A customer may receive one meter test per year at no cost to the customer. Thereafter, the Corporation shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, a charge of \$15.00 shall be imposed on the affected account.
13. Membership Certificate Copy Fee. A fee will be charged to provide a duplicate copy of the Membership Certificate.

SECTION H: EMERGENCY RATIONING PROGRAM

The following water rationing program is adopted for emergency use only during periods of acute water shortage.

1. Declaration of Emergency. When a system demand exceeds production or storage capability and refilling the storage facilities is rendered impossible, OR when the Corporation is notified by its wholesale supplier of a cutback in water to be delivered to such an extent that normal use patterns will no longer be possible, the Corporation may declare an emergency to exist, and thereafter ration water in the following manner.

2. Notice Requirements-Water Shortage Emergency.
Upon implementation by the Board of Directors and publication of notice, the following restrictions shall apply to all persons. The General Manager, in the exercise of his/her discretion based upon guidelines established by the Board of Directors, may implement any or all of those elements of Stage 4 as are deemed necessary at any particular time. All elements of Stage 3 – Water Shortage Warning shall remain in effect in Stage 4.
 - A. No applications for new, additional, further expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or other water service facilities of any kind shall be allowed, approved, or installed except as approved by the Allocation and Review Committee.
 - B. All allocations of water use to industrial and commercial customers in amounts as established after consultation with the Allocation and Review Committee.
 - C. The maximum monthly use for a residential customer be established with revised rate schedules and penalties by the Board of Directors on recommendation by the Allocation and Review Committee.
 - D. The Board of Directors and General Manager shall take those actions deemed necessary to meet the conditions resulting from the emergency.

3. Stage Levels-Details of each stage are described in the Nueces Water Supply Corporation Water Conservation and Drought Contingency Plan (the Plan). The following brief summaries are not intended to replace the Plan.
 - A. Stage 1 (Water Shortage Possibility) - Alternate day usage of water for outdoor purposes such as lawns, gardens, car washing, etc. The provisions for alternate day use shall be specified by the Corporation in the written notice. Upon implementation by the Board of Directors, customers of the Nueces Water Supply Corporation are requested through the news media announcements and utility bill inserts to voluntarily conserve and limit their use of water and shall comply with the following restrictions on the use of water for irrigation of vegetation. All Water Supply Corporation operations are placed on mandatory conservation. Water for irrigation of vegetation may be used only on such day or days of each week, other than between the hours of 10:00 a.m. and 6:00 p.m., based on street numbers, as may be designated by the General Manager.

- B. Stage 2 (Water Shortage Watch) - All elements of Stage 1 shall remain in effect in Stage 2. The following additional restrictions shall apply:
- (i) The sprinkling of vegetation.
 - (ii) The washing of any type of mobile equipment is prohibited.
 - (iii) The washing of building exteriors and interiors, trailers, trailer houses and railroad cars.
 - (iv) The permitting or maintaining of defective plumbing in a home, business establishment, or any location where water is used on the premises is prohibited.
 - (v) The use of fire hydrants for any purpose other than fire fighting.
 - (vi) The use in ornamental fountains or in artificial waterfalls.
 - (vii) The use to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced area.
 - (viii) The use for dust control.
 - (ix) The use by a golf course to irrigate any portion of its ground.
- C. Stage 3 (Water Shortage Warning) - All elements of Stage 2 shall remain in effect in Stage 3. In addition the following shall apply.
- (i) New service connections to the Corporation's water system are prohibited,
 - (ii) A mandatory limit of normal water use by customers without use penalty,
 - (iii) A maximum limit beyond which water service will be terminated,
 - (iv) Water to serve a customer in a restaurant, is prohibited,
 - (v) Water for scenic and recreational ponds and lakes is prohibited, and
 - (vi) Water to put new agricultural land into production is prohibited.
- D. Stage 4 (Water Shortage Emergency and Rationing) - Water Shortage elements will be implemented as described in Section 2 above. In addition, water rationing will be implemented according to customer category:

- (i) Single-Family Residential Customers

Persons per household	Allocated gallons per month	Overage Surcharge
1 or 2	6,000	\$ 3.00 for the first 1,000 gallons over allocation.
3 or 4	7,000	\$ 6.00 for the second 1,000 gallons over allocation.
5 or 6	8,000	\$ 12.00 for the third 1,000 gallons over allocation.
7 or 8	9,000	\$ 24.00 for each additional 1,000 gallons over allocation.
9 or 10	10,000	
11 or more	12,000	

- (ii) **Single-Family Residential Customers with Livestock**
 In addition to the number of persons per household and the gallons per month as stated in the previous section, a certain number of gallons will be allocated for livestock/farm animals based on the 1) type of livestock/farm animals (see definitions), 2) the number of Animal Units, and 3) a 15 gallon per day per Animal Unit amount.

- (iii) **Livestock Customer**
 Gallons per month will be allocated for livestock/farm animals based on the 1) type of livestock/farm animals, 2) the number of Animal Units, and 3) A 15 gallon per day per Animal Unit amount.

- (iv) **Master-Metered Multi-Family Residential Customer**
 The allocation to a customer billed from a master meter, which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the Nueces Water Supply Corporation of a greater number on a form prescribed by the General Manager.

- (v) **Commercial Customers**
 The cost for each nonresidential commercial customer other than an industrial customer shall be charged according to the following rate schedule:

0 – 10,000 gallons	1.5 X established rate.
10,000 – 20,000 gallons	2.0 X established rate.
20,001 – 50,000 gallons	3.0 X established rate.
50,001 + gallons	5.0 X established rate.

- (vi) **Industrial Customers**
 The Cost for each industrial customer shall be charged according to the following rate schedule:

0 – 10,000 gallons	1.6 X established rate.
10,000 – 20,000 gallons	2.1 X established rate.
20,001 – 50,000 gallons	3.0 X established rate.
50,001 + gallons	5.0 X established rate.

4. Enforcement and Violation of Emergency Rationing Rules.

- A. No person shall knowingly or intentionally allow the use of water from the Nueces Water Supply Corporation for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by General Manager, or his/her designee, in accordance with provisions of this Plan

- B. Any person who violates this Plan is guilty of a Tariff violation and shall be punished by a fine of not less than **fifty dollars (\$50.00)** and not more than **one hundred dollars (\$100.00)**. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the General Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at **one-hundred dollars (\$100.00)**, and any other costs incurred by the Nueces Water Supply Corporation in discontinuing service. In addition, suitable assurance must be given to the General Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- C. Any person, including a person classified as a water customer of the Nueces Water Supply Corporation, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

5. Exemptions or Variances From Rationing Rules. The Board of Directors may grant any Member an exemption or variance from the uniform rationing program, for good cause as outlined in the Plan. The Corporation shall treat all Members equally concerning exemptions and variances, and shall not employ discrimination in such grants.

The purpose of this Emergency Rationing Program is to conserve the total amount of water demanded for the Corporation until supply can be restored to normal levels.

SECTION I
NUECES WATER SUPPLY CORPORATION
FEES

1. Service Investigation Fee.
 - A. Standard Service—No Charge
 - B. Non-Standard Service—Actual Cost to Corporation
 - C. Developer Analysis—\$400.00

2. Membership Fee. \$200.00

3. Easement Fee. Actual Cost to Corporation

4. Installation Fee. The Corporation shall charge an installation fee for service as follows:
 - A. Standard Service—\$ 695.00
 - B. Non-Standard Service—\$695 plus actual cost to Corporation for road bore and long service connection.
 - C. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E, Sub-section 2.C. (i-v) of this Tariff.
 - D. Customer Service Inspection—In addition to the Installation Fee, prior to service availability, a Customer Service Inspection (CSI) shall occur at a cost of \$75.00. The CSI must pass for service to be provided. Should multiple CSIs be necessary due to failure to pass inspection, a charge of \$50.00 will be assessed for **each** CSI.

5. Front-end Capital Contributions. \$300.00

6. Monthly Charges.
 - A. Minimum Monthly Charges-
 - \$ 29.50 - 5/8" meter
 - \$ 34.26 - 3/4" meter
 - \$ 68.01 - 1" meter
 - \$ 151.00 - 2" meter
 - \$ 194.10 - 3" meter
 - \$ 284.80 - 4" meter
 - B. Reserved Service Charges-
 - \$ 29.50 - 5/8" meter
 - \$ 34.26 - 3/4" meter
 - \$ 68.01 - 1" meter
 - \$ 151.00 - 2" meter
 - \$ 194.10 - 3" meter
 - \$ 284.80 - 4" meter

7. Late Payment Fee. \$5.00

8. Owner Notification Fee. No Charge

9. Returned Check Fee. \$15.00

10. Re-Service Fee. \$ 29.50/Month or corresponding monthly minimum based on meter size per Item 6 above for all times since last service up to a maximum equal to the Front-End Capital Contribution, plus any costs to re-service the facility.

11. Service Trip Fee. \$35.00 during Normal Business Hours (8:00 a.m. to 4:00 p.m.); \$60.00 after Business Hours (4:00 p.m. to 8:00 p.m.). An after-hours call out minimum of 1 hour at \$60.00 per hour will be charged.

12. Service Fee for non-payment. \$60.00 during normal Business Hours (8:00 a.m. to 4:00 p.m.); \$90.00 after Business Hours (4:00 p.m. to 8:00 p.m.). If meter has been removed, applicable fees will also apply.

13. Equipment Damage Fee. Actual Cost to Corporation

14. Customer History Report Fee. \$5.00

15. Meter Test Fee. \$15.00

16. Membership Transfer Fee. \$25.00

17. Membership Certificate Copy Fee. \$2.00