POLICY

AND

PROCEDURES

July 2007

APPROVED: July 19, 2007

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SECTION 1 -- PURPOSE

1.01. PURPOSE. The purpose of this document is to establish policies and procedures for the operation and maintenance of Bexar County Water Control and Improvement District (WCID) #10.

1.02. REPEAL. All prior documents, notices, agreements and other published material or correspondence dealing with the subjects herein are herewith repealed. If any portion of this document is found to be legally insupportable, only that portion will be repealed and the rest of the document shall remain in force. Any and all rights and privileges acquired by the Board of Directors remain reserved for the Board of Directors and are not waived.

1.03. CHANGES TO THIS MANUAL. From time-to-time, changes or additions to these policies and procedures will be necessary to clarify current practices or accommodate a changing environment. Routine changes should be formally submitted for consideration to the Board of Directors at the monthly meeting. After discussion, a vote by the Board will be taken and their decision will be final. A simple majority will determine whether or not the change becomes District policy. In emergency situations where there is no policy or an immediate change to the policy is necessary, the General Manager will exercise his best judgment. The General Manager may or may not consult with members of the Board in these situations. Determination will be made at the next Board meeting as to whether or not the situation warrants inclusion in this manual.

1.04. ANNUAL REVIEW. The General Manager will review this manual at least once annually during the fourth quarter of the year and recommend revisions, if necessary. The review shall be documented on the Record of Changes and Reviews.

1.05. RECORD OF CHANGES AND REVIEWS. A record of changes will be maintained on the RECORD OF CHANGES at the end of this section.

RECORD OF CHANGES and REVIEWS

CHANGE NUMBER/DATE	DATE POSTED/REVIEWED
1	February 21, 2008
2	May 15, 2008
3	August 21, 2008
4	February 19, 2009
5 Reviewed for Currancy	February 8, 2011
_____	_____
_____	_____
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_____	_____

SECTION 2 – ORGANIZATION/ADMINISTRATION

2.01. STATEMENT OF ORGANIZATION. Bexar County Water Control and Improvement District Number 10 (WCID #10) was created in 1955, under the terms and provisions of Article 16 of the Texas Constitution and Chapter 3A, Title 128, Revised Civil Statutes of 1925 (together with all amendments and additions thereto). The District contains approximately 1042 acres which includes the City of Windcrest. However, the boundaries of the District are not exactly the same as those of the City of Windcrest; the District is slightly larger than the City. The District's System Identification Number is 0150106. Our water system is covered by Certificate of Convenience and Necessity Number 10694 and the sewer system is CCN 20287.

2.02. STATEMENT OF RESPONSIBILITY. The District is responsible for the operation of the water and sewer systems under its jurisdiction and to ensure that said systems meet requirements established by federal, state, and other regulatory agencies.

2.03. BOARD OF DIRECTORS. The members of Board of Directors are elected officials who are responsible for providing overall policy and guidance for the District. The Board consists of five Directors who serve four year terms. Elections are held every two years with three positions up for consideration during one period, and the other two positions two years later. The President, Secretary, and Treasurer are elected by the Directors. Engineering, financial, and legal consultants are available to provide professional advice in their respective areas. The consultants are not voting members. Additionally, the General Manager is a non-voting attendee at all Board meetings.

2.04. GENERAL MANAGER. The District General Manager is accountable to the Board of Directors and shall exercise general supervision and management over the water and sewer systems. He is authorized to implement and monitor all Policies of the District, but shall not modify such policies without the express approval of the Board of Directors. The General Manager shall report violations of the regulations governing the establishment, maintenance, and operations of the District to the Board of Directors if unable to resolve upon discovery. In the absence of specific guidance, the General Manager is expected to use common sense and generally accepted business practices to achieve the goals of this District.

2.05. SERVICE AREAS. The District's service area is the area within Bexar County WCID #10 boundaries. The City of Windcrest and several small areas adjacent to the City are included within the District's boundaries.

2.06. MAPS OF THE WATER AND SEWER SYSTEM. The General Manager shall keep maps and plats of the water and sewer system in the District office. The maps should show all wells, mains and pipes with the size and location of all pumps, valves, fire hydrants, manholes, etc.. Copies of CCN maps are filed with the Texas Commission on Environmental Quality and Bexar County Clerk's office. Additionally, extensive maps are retained in the office of Sun Belt Engineers, the District's engineer.

2.07. DROUGHT MANAGEMENT/CRITICAL PERIOD AND WATER CONSERVATION. With advice of the District, the City of Windcrest has adopted a drought management/critical period plan (ordinance). The plan designates trigger points at which various and increasingly strict conservation measures are implemented in order to comply with State and Edwards Aquifer Authority rules. The General Manager will advise the Mayor as these trigger points are

approached and reached so s/he can implement the appropriate stage. Coinciding with the implementation of Stage 1, and continuing until all stages are cancelled, the drought management/critical period rate structure will be applied to monthly water charges. Commencing with the June-July billing cycle, and ending with the September/October billing cycle, summer conservation rates will be in effect.

2.08. ADOPTION OF INTERNATIONAL PLUMBING CODE. The District, in concert with the City, hereby adopts by reference, the International Plumbing Code of the International Code Council, latest addition and any amendments, as its plumbing code. All facilities that utilize water and/or sewer lines of the District shall have the plumbing installed in accordance with the International Plumbing Code.

2.09. CROSS-CONNECTION/BACKFLOW PREVENTION PROGRAM. The General Manager shall oversee a Cross-Connection/Backflow Prevention program. A separate District Cross Connection Control Manual covers the administration of this program.

2.10. DEFINITIONS. Words, phrases and terms shall be given their usual and customary meaning except where the context clearly indicates a different meaning.

APPROACH MAIN – Water main that brings service to the perimeter of the property.

AWWA – The American Water Works Association.

BILL – A periodic statement containing a list of charges due and payable. Bills are mailed out on the last work day of the month.

BILLING PERIOD – The time between regularly scheduled billing dates. Billing date is the last day of the month, regardless of the day it falls on. Bills are mailed on the last business day of the month. The basis for billing is the meter reading taken between the nineteenth and twenty-second of the month. There are twelve monthly billing periods in each calendar year.

BORDER MAIN – A main which abuts the perimeter of a customer's property and also abuts adjacent property and which may serve additional customers on such abutting or adjacent properties.

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) – An authorization granted by the Texas Commission on Environmental Quality (TCEQ) for service within a defined territory. The CCN for the District's water system is 10694 and the sewer system is 20287.

CONSTRUCTION COST OF MAINS – construction cost of all mains shall be the costs indicated in the new development policies for the installation of the water system extension, requested by the Developer-customer and signed by the customer and the District. The "cost" shall include all related charges as set forth in the new development policies.

CONSUMER CONFIDENCE REPORT (CCR) – Annual report mandated by US Environmental Protection Agency and TCEQ. The CCR provides general information on the operation of the District and specific information of the contents of the water (minerals, contaminants, pollutants, etc.)we provide to our consumers. A copy of the report is due to every customer no later than June 30 of each year.

CROSS-CONNECTION – Any unprotected actual or potential connection or structural arrangement between a public or consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can or may occur are considered to be a cross-connection.

DIRECT CROSS-CONNECTION – A cross-connection that is subject to both back-siphonge and back-pressure.

INDIRECT CROSS-CONNECTION – A cross-connection which is subject to back-siphonage only.

CUSTOMER – Every resident, firm, or corporation connected to the water system of the District.

DELINQUENT ACCOUNT – The past due amount that remains unpaid after notice has been sent to the customer. Usually this is an account that remains unpaid 40 days past the billing date.

DEMARCATION POINT – The point on a water or sewer service line at which maintenance responsibility changes from the District to the customer.

a. WATER SYSTEM: The end of the nipple on the resident's side of the meter. The resident's service line *will not* be directly connected to the meter.

b. SEWER SYSTEM: The property line (typically the fence or curb).

DEVELOPER-CUSTOMER – The person, company, or firm subdividing (or platting) a parcel of land and who petitions the District for water and sewer service and who has entered into a contract with the District for the extension and installation of certain water distribution, fire protection, and sewer facilities.

DISCONNECTION OF SERVICE – The turning off, locking, or removal of a meter.

DISTRICT – Bexar County Water Control and Improvement District #10.

EASEMENT – An interest in land granted to the District for installation or maintaining a water or sewer line across, over, and under private land, together with the right to enter thereon with machinery and vehicles necessary for maintenance.

EDWARDS AQUIFER AUTHORITY (EAA) – The authority created by Senate Bill 1477 to manage the seven county area of Central Texas that comprise the catchment, recharge and impound areas of the Edwards Aquifer. The EAA descended from the Edwards Underground Water Authority

ENGINEER – A person duly authorized and registered under the provisions of the Texas Engineering Registration Act to practice the profession of engineering.

FRONTAGE – The side of the property along which a water main is located. If the main is installed within a street right-of-way, property on both sides of the street shall be considered as having frontage.

HE/SHE – Asexual, nongeneric, term used interchangeably. It is used for sake of simplicity.

HOUSE SEWER – The sewer line that carries sewage from the house to the District's main sewer or sub-main sewer. It includes a properly designed and installed connection into the District's main or sub-main. The customer's responsibility for the house sewer ends at the demarcation point and the District's responsibility starts at that point.

LOT – An undivided tract or parcel of land having frontage on a public street and which is, or in the future may be, offered for sale, conveyance, transfer or improvement and which is identified by a tract or lot number or symbol in duly approved subdivision plat which has been properly recorded.

MAIN COVER DEPTH – Vertical distance measured between the finished ground surface and the top of an installed main.

MAPS – Maps located at the District offices depicting line locations, sizes, and other pertinent information.

METER – An instrument and appurtenances thereto used to measure water volume.

METER TESTING – Checking or testing the accuracy of a meter.

NORMAL OFFICE HOURS – Monday through Friday from 8:00 A.M. to 5:00 P.M., except for legal or posted holidays.

OFF DUTY HOURS – All hours that are not normal hours.
ON-SITE MAIN – A main which provides service within the perimeter of a property or along abutting roadways, alleys, utility easements, and/or other rights-of-way and which does not meet the definition of a border main.
OTHER REGULATORY AGENCY – The Texas Department of Health, the Texas Water Commission, the State Board of Insurance, US Environmental Protection Agency and similar agencies as may exercise regulatory authority in the operation of the water and sewer systems.
OVERSIZE MAIN – A main of larger diameter than that required to provide service to and within the customer's property.
PAVEMENT WIDTH – The portion of the street available for vehicular traffic where curbs are laid, it is the portion between the faces of the curbs.
PERSON – Any individual, association, firm, corporation, entity, political subdivision, or government agency.
PLAT – A complete and exact plan for subdividing a tract of land into lots for building purposes which, if approved, may be submitted to the County Clerk for recording.
PLUMBING CODE –International Plumbing Code of the International Code Council. Adopted by reference as the District's plumbing code.
POINT OF DELIVERY – The point at which ownership of the water and service pipelines transfer from the District to the customer. This is the discharge side of the water meter for water service. It is the point where the house sewer ties in to the sewer main or sub-main.
PRESSURE REGULATOR – An instrument to regulate pressure. If located on the discharge side of a customer's meter, it is owned and maintained by the customer.
PUC – The Public Utilities Commission of Texas, as established under the Public Utility Regulatory Act of 1975, Article 1446C, V.A.C.S.
RECORD DRAWINGS – Drawings showing locations and size of the water and sewer systems as near as possible and conforming to District standards.
RENTER – A person who rents property from another person.
RESTORE SERVICE – To reestablish a disconnected service.
SERVICE – The actual delivery of water or sewer service to a customer, including all acts done, rendered, or performed in the delivery of these services by the District.
SERVICE AGREEMENT – An agreement between the customer and the District outlining the responsibilities of each regarding water service.
SEWER MAINS – Sewer pipe installed to carry wastewater from the customer's property including all manholes, wyes, and fittings required to operate a proper sewer collection system.
SHALL, WILL, and MAY – The word "shall" and "will" is mandatory. The word "may" is discretionary.
SINGLE-CUSTOMER – A person not qualifying as a Developer-Customer who applies for an extension of water and sewer service to one property or lot for a single family dwelling, or other type of establishment, whether existing or to be erected.
SINGLE FAMILY RESIDENTIAL – Service supplied from one meter or one connection to a single building designed, built, and used as a single-family residence.
SUBDIVIDER (DEVELOPER) – Any person or any agent thereof, dividing or proposing to divide land so as to constitute a subdivision as that term is defined herein. In any event, the term "subdivider" shall be restricted to include only the owner, equitable owner, or authorized agent of such owner or equitable owner of land sought to be subdivided.
SURVEYOR – A licensed state land surveyor or registered public surveyor, as authorized by state statutes to practice the profession of surveying.

TYPES OF CUSTOMERS:

SINGLE RESIDENTIAL CUSTOMER – A customer receiving water and sewer service to a single-family residence.

COMMERCIAL CUSTOMER – A customer receiving water and sewer service at a commercial business establishment.

TEMPORARY SERVICE CUSTOMER. A temporary service customer is a consumer who will receive water service for a limited period of time. Temporary service may or may not be metered. It is usually provided for the purpose of road or building construction, for seasonal service. When using this category, water service will be provided at a point in the distribution system designated by the General Manager of the District.

APARTMENTS AND DUPLEX CUSTOMER. These multiple-residence customers are classified as a single consumer having a single owner and served by one or more meters. The customer may be an entity responsible for building management. No sub-metering or selling of water is allowed. The single owner or management is billed for all service and is responsible for piping to each unit.

OTHER CUSTOMERS – Any consumer not specifically identified above.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (the TCEQ, formerly Texas Natural Resources Conservation Commission and Texas Water Commission.) The State agency designated to regulate water service, water rates, and operation of water and sewer systems. The state arm of the Environmental Protection Agency.

VACANT ACCOUNT. An account for which we cannot locate the property owner or the property owner requests that service be completely terminated and the meter removed.

WATER AND SEWER CONNECTION CHARGES – Those charges of the District to the customer, for the connection to water and sewer mains.

WATER MAINS – Water pipe installed to carry water to the customer's property, including all fittings such as tees, crosses, elbows, fire hydrants, valves, etc., needed to operate a proper water system.

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SECTION 3 –GENERAL POLICY

3.01. WATER DISTRICT'S PRIMARY RESPONSIBILITY. The District exists for the primary purpose of providing a source of potable water for its customers. The District is not bound to furnish water of any specified amount to any person, firm or corporation for use in the commercial sector or for protection of property against fires. It only undertakes to furnish water for commercial customers and fire protection in an amount within the capacity of the District's pumping plants after all domestic potable needs are satisfied.

3.02. NOT LIABILITY FOR FAILURE TO SUPPLY WATER FOR FIRE-FIGHTING. The District cooperates with its customers in the establishment of fire-fighting support facilities. However, because of the nature of the supporting facilities, it makes no representation that it is offering fire protection, nor does it contract with its customers to inspect or maintain any privately owned fire hydrants or sprinkler systems.

If for any reason the District may become unable to supply water for the prevention or suppression of fire, the District will not be liable in any manner for damages by reason of any such failure.

3.03. COMMERCIAL USE OF WATER. The District will permit commercial use of water only after domestic needs of the City's residential customers are satisfied. Water for non-domestic use may be curtailed at the District's discretion when the use adversely affects domestic use customers.

3.04 POLLUTION OF WATER SUPPLY CAUSED BY CROSS CONNECTIONS. It is unlawful for any person to draw water from any District source and directly connect it to a sewer line. This procedure will result in a service disconnection until the cross connection is corrected and measures are taken to assure it will not be reestablished. A backflow prevention assembly and/or air gap shall be provided when boilers, closed chilled/hot water systems, cooling towers, industrial processes, yard automatic sprinkler systems, etc. are utilized in conjunction with water being drawn from the District's supply system. The District has a separate Cross Connection/Backflow Prevention manual, which details the specific requirements of this program. No water other than water furnished by the District shall be used in any line which receives water from the District. This prohibition includes private wells.

3.05 UNLAWFUL TO WASTE WATER. It shall be unlawful for any person to willfully and negligently waste water supplied by the District in any manner whatsoever and any person having knowledge of any conditions whereby water is being wasted shall at once notify the District office. The refusal or neglect of an owner or occupant to equip and maintain the premises with proper service connections, utilities or fixtures of approved character and quality to prevent waste of water shall be sufficient grounds for the District to refuse to provide water service or to continue water service. In addition, City ordinances prohibit the waste of water and proscribe fines up to $1000. Notice of the intention to shut off the water for failure to comply with the above provisions will be made. These actions will be coordinated with the City.

3.06 UNLAWFUL TO OBTAIN WATER BY FRAUD. It shall be unlawful for any person to resort to any fraudulent device or arrangement for the purpose of procuring water for himself or others from connections that were established contrary to District regulation or action.

3.07. RESALE OF WATER. No user receiving water services from the District shall furnish or sell that water to another entity. Any person violating this provision shall be given notice in writing to terminate the practice immediately. If the customer does not comply within five business days, service shall be discontinued without further notice. The practice of apartment management billing individual tenants is not considered a violation of this policy even if the rates they charge are higher than our rates to them.

3.08. TAMPERING WITH FIRE HYDRANTS AND OTHER DISTRICT PROPERTY. It shall be unlawful for any person to open or close any unmetered fire hydrant without the permission of the General Manager, except in the case of fire, and then only under the direction of officers of the Fire Department.

3.09. TURNING ON WATER SERVICE AFTER SERVICE HAS BEEN DISCONNECTED. It shall be unlawful for any person to turn on the water supply without permission of the General Manager when the District has turned it off. Violators of this policy may be prosecuted to the full extent of the law.

3.10. AUTHORITY TO TURN WATER ON OR OFF. Employees of the district are the only individuals who are authorized to turn water on or off at any District valve. No plumber or other person shall turn water on or off at any District valve without specific approval from the General Manager or Field Supervisor.

3.11. DISCONNECTION ON LAST WORK DAY. Water service shall not be disconnected on a Friday or the day before a holiday unless a dangerous condition exists or the customer requests a service disconnection or the customer has had adequate and specific notice of discontinuance of service. District personnel will not be made available after hours, on weekends or holidays for the sole purpose of reconnecting service.

3.12. DISCONNECTION OF WATER SERVICE. Water service may be disconnected for any of the following reasons:

a. When a dangerous condition exists.
b. Failure to pay a delinquent account.
c. Violation of the District's rules pertaining to the use of service in a manner which interferes with the service of others. (An attempt shall have been made to notify the customer and the customer will be given a reasonable opportunity to remedy the situation prior to initiation of disconnection of service).
d. For the unlawful removal of, tampering with, or bypassing of any water meter. When these violations are discovered, the Water District shall take steps to discontinue the improper use and/or remove the meter. Service will thereafter not be restored to the user/customer until such user/customer shall have paid all estimated charges for consumed water together with any damage to the meter or mains, plus a $100 (one hundred dollar) reconnection charge. If such illegal action occurs again, the meter will be removed and legal action taken against the user/customer to restrain such activity and recover damages.

3.13. UNLAWFUL TAPS, SERVICE PIPES OR CONNECTIONS. It shall be unlawful and subject to the violation provisions of this policy for any plumber or other person, other than those authorized by the District, to tap any water or sewer main, make connections with mains, or extend service lines from the main to the meter or to place a curb stop and box at that point. All

work and material shall be provided by the District and such taps and service shall be paid for by the plumber or customer prior to work commencing.

3.14. REPAIR AND RENEWAL OF WATER LINES. The District will make all repairs and renewals of water service lines from the main to the meter and it shall be unlawful for any person other than a duly authorized agent of the District to repair or renew any such service line from the main to the meter.

3.15. REPAIRS FOR DAMAGES BY OTHERS. The District will make all repairs to any mains or other portions of the system damaged by others. The cost of such repairs shall be paid by the customer or entity who caused the damage.

3.16 SEWER REPAIR/REPLACEMENT POLICY. General Rules.

a. All installations, maintenance, and repairs on the District's side of the demarcation point (see Para 2.10, Definitions) will be performed by District personnel or their agent.

b. When making repairs, the old connection at the main shall be used whenever possible. If the old connection is not reused, it must be located, dug up, and properly sealed. *The old tap will not be abandoned and/or left open.*

c. If a resident performs plumbing work on their side of the demarcation point that requires relocation of an existing tap on the District's main, the work will be performed by the District and the resident will be billed for time and materials for all work beyond the demarcation point.

d. If the customer desires a second tap, tapping and inspection fees applicable to a new service will be charged in addition to time and materials necessary to make the connection. Tapping/inspection fees for a new tap are specified in the fees and charges schedule at Attachment 1.

e. The resident must secure a plumbing permit from the City of Windcrest if any repairs are made or service is added.

f. The District will perform the repairs outlined in the following paragraphs when there is a high probability that the house sewer on the District's side of the demarcation point is unserviceable. Our goal is to ensure that the customer has sewer service and we will utilize all resources at out disposal to achieve that objective.

g. Sewer Emergency. The resident must notify us <u>first</u> when they have a sewer problem unless they know positively that problem is within their line. They will not be reimbursed for plumbing service charges if the problem is subsequently diagnosed as an obstruction in the District's main.

h. The customer should notify the business office during business hours. After hours, they should call the District's emergency number. If either case, we will treat the call as an emergency second only to a broken water main. Troubleshooting will start with the cleanout in the alley, if there is one. It will be used as the primary means of isolating the cause and location of the obstruction. Absent a cleanout, upstream and downstream sewer manholes will be checked. (Note: We will also note the absence of a cleanout and install one when workload permits.) If the resident has a cleanout on their side of the demarcation point, we will seek approval from the resident to use it to facilitate pinpointing the location of the blockage. If we determine the resident's sewer is obstructed, they will be advised to call a plumber at their expense. If the plumber determines the problem is beyond the demarcation point and he cannot clear the obstruction, the resident should immediately recall the District and we will make emergency repairs regardless of whether or not we agree with the plumber's assessment.

If the problem is beyond the demarcation point and the plumber is able to clear it, the resident should contact us at our business office on the next business day. We will schedule non-emergency repairs.

i. Repairs beyond the demarcation point (the District's side) will be made at no expense to the resident. Typical repairs will consist of a connection at the demarcation point, installation of a cleanout stack adjacent to the connection on the District's side of the demarcation point, replacement of the house sewer from the cleanout to the District's main, and replacement of the tap into the District's main, if necessary. If we are unable to install the cleanout stack on the District's side of the demarcation point because of space limitations, we will try to arrange with the owner to put the stack on the resident's side of the demarcation point. ***** (Change 4) This exceptions to policy may be made if it is in the best interest of the district, e.g., it is necessary to gain access to the customer's line on the customer's side of the demarcation point in order to access the condition of the line past the demarcation point. If conditions permit, the decision to proceed will be deferred until the General Manager can make a recommendation to the Board of Directors. If an immediate decision is needed, the General Manager may proceed with work and the Board of Directors will be informed of the decision at the next board meeting. (Change 4, Approved by Board Action, February 19, 2009.)**

j. Reimbursements. The District will reimburse the resident for plumbing expenses only if the problem is in the portion of house sewer that lies on the District's side of the demarcation point. The District *will not* reimburse the resident if he/she calls a plumber before calling the District and we subsequently determine the problem was an obstructed District main. If the plumber reports that the problem is on the District's side of the demarcation, point and we find that was not the case during the course of making repairs, the District *will not* reimburse the resident for the plumber's service call. The General Manager will report reimbursements to the Board of Directors at the monthly board meeting.

k. If a customer requires a new sewer service, the old connection at the main must be used, if possible. If the old connection is not reused, it must be located, dug up, and properly cemented closed. *The tap will not be abandoned and/or left open.* A fee specified in the District's fees and charges schedule will be charged for relocation of an existing connection. If the customer desires a second tap, fees applicable to a new service will be charged. The District may have location information on the old connection measurements on file, but no guarantee is made as to their accuracy. All work and connections at the main, whether the old tap is reused, cemented closed, or new tap installed, must be inspected by the District before covering. Gravel or road base material in alley must be replaced. Tapping/inspection fees for a new tap are specified in the fees and charges schedule at Attachment 1. If, during the course of inspection, it is determined that the main has been damaged by the contractor, the contractor will be held liable for repairs to the main.

3.17. DAMAGE TO CURB STOPS. Customers who damage the district's cutoff valve or curb stop through unauthorized use or tampering will be billed for necessary repairs based on time and materials. The customer will also be required to install a cutoff (hand) valve on the customer's side of the meter or connection at their expense within 30 days if currently connected or prior to restoration of service if the customer has been lawfully disconnected under these rules. Failure to install the valve within 30 days will be grounds for lawful disconnection.

3.18. DRAINING OF SWIMMING POOLS/SAUNAS/SPAS. Whenever practical, pools, saunas, and spas will be drained into a sanitary sewer in order to prevent erosion to alleys and unnecessary service calls to investigate reports of a leak. The second alternative is to drain the water onto the lawn or other permeable surface. The last resort is to drain it into the street or alley. Regardless of where the water is deposited, the resident is required to get a no-cost permit from the City before commencing to drain the facility.

3.19. INDEMNIFICATION AGAINST SEWERAGE BACKUP. (Change 3, Added by Board Action, August 21, 2008) The District will establish a contingency fund in the amount of $50,000 to insure itself against claims for damages caused by sewage backup into residences or businesses. The coverage will be used as a solution of last resort. As a governmental entity, the District is protected by immunities granted to it by law. The District will utilize that immunity when the cause for a claim is clearly beyond the control of the district, i.e, someone puts material in the sewer system that restricts or stops flow which results in damage in a home. However, there may be instances where the District is at fault due to negligence or neglect, i.e., there existed a damaged sewer main which we knew about and no efforts were underway to fix the problem. Then it may be appropriate to reimburse the customer. Each reported case will be evaluated by the Board of Directors and a determination made as to whether or not to reimburse the customer.

SECTION 4 – GENERAL SERVICE RULES AND REGULATIONS

4.01. TRANSFER OF SERVICE. Transfer of service from customer to customer or to open a new account is made either by telephone or in person. All new customers/accounts will complete a Customer Service Agreement before service is started.

4.02. INTERRUPTIONS OF SERVICE. The District will exercise reasonable efforts to prevent interruptions of service. When interruptions occur, the District will reestablish service within the shortest time possible. The District is not obligated to notify customers of service interruptions, but will make a reasonable effort to do so. The District assumes no liability for any inconvenience or monetary or other loss to customers due to any interruptions of service.

4.03. CUSTOMER COMPLAINTS. Any complaint not resolved by the Staff will be referred to the General Manager. If still not resolved, the complainant will be advised they may write a letter to the General Manager or President of the Board to be presented to the Board at the next regular Board Meeting or that the complainant can attend the Board meeting to present their case.

4.04. PRIORITY OF SERVICE. Priority of service will be in the following order: (1) Emergency Main Breaks, water first and then sewer; (2) Routine Residential service; (3) Routine Commercial service; (4) All others.

4.05. OPERATING PRESSURES. Minimum operating service pressure shall not be below 35 pounds per square inch. Maximum pressures may be at the District's discretion. It will be the customer's responsibility to protect plumbing on the customer's side of the water meter against excessive pressures or surges, using individual pressure regulators or other approved devices if required or desired.

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SECTION 5 – RATES AND BILLING

5.01. UNIFORM RATES FOR CUSTOMER WITHIN DISTRICT BOUNDARIES. A uniform monthly water usage rate shall be charged to all water customers within the boundaries of the District.

5.02. RATE SETTING. Bexar County WCID #10 is empowered to establish water and sewer rates, water charges and special service rates if extenuating circumstances exist. The rates and charges may be revised from time to time. Current schedules are at Attachment 1.

5.03. BILLING FOR WATER PASSING THROUGH METER. Customer will be billed for all water that passes through meter based on the premise that the District has no control over the customer's lines or facilities other than cross-connections rules. However, in extraordinary circumstances such as a leak clearly beyond control of the customer where the resulting charges will create an undue financial hardship, the General Manager has the authority to make adjustments. This includes but is not limited to periods when drought management/critical period rates are in effect. The General Manager will keep the Board informed of significant adjustments.

5.04. BILL DUE WHEN SENT. All bills shall be considered rendered when delivered to the United States Post Office with postage prepaid for mailing to the customer. Failure of the customer to receive any such bill shall in no way relieve the customer of the duty and obligation to pay for the services rendered. Payment in full is due to the District by close of business on the fifteenth of the month, or the first business day thereafter if the fifteenth is on a holiday or weekend.

5.05. BILLING CYCLE. The billing date is the last day of the month, regardless of when that day falls. Water meters are read between the 19th and 22nd of each month and water and sewer charges are based on the meter reading obtained at that time. It is our practice for the reading to be taken on the same date every month, i.e. if the meter is read on the 21st, it is always read on the 21st. Regardless of date the meter is read, it is posted as of the 22nd. Regular bills are mailed on the last business day of the month.

5.06. COMPUTATION OF SEWER CHARGES. For residential customers, the monthly sewer charges will be based on an average of three months water consumption encompassing the period of November 19 through February 22. If less than three full months service, the average will be based on the average of the period the customer was served, be it 1, 2, or 3 months. New customers who arrive after the averaging period will be billed based on the system average (total of all customers average divided by the number of customers). Customers will be encouraged to request adjustments if they had plumbing problem during the period. Commercial sewer charges are based on actual water consumption for that month.

5.07. PAYMENT DUE DATES AND ADDITIONAL CHARGES. The net amount due shown on the "AMOUNT DUE" line is due by the fifteenth of the month. An additional charge equal to 10% of water and sewer charges will be assessed if payment is made after the fifteenth; that charge is reflected in as the amount due reflected on the "AFTER" line.

5.08. DELINQUENT ACCOUNTS. If the amount on the "AFTER" line of the monthly bill is not paid by the last day of the due month, the account is "past due" and at risk of becoming

delinquent. A notice to that effect will be sent to the customer. On the tenth of the month the account becomes delinquent. Failure to pay the delinquent amount by the fourteenth of the month immediately following the date of the past due notice will result in service disconnect without further notice. A reconnection fee will also be assessed when/if service is reconnected. Failure to make timely payment of delinquent amounts will also result in reevaluation of deposit requirements where service has been terminated due to delinquency of the customer in paying previous bills. If actual charges are more than the amount of the deposit collected, a new deposit requirement shall be calculated and an additional deposit shall be required to be made prior to reconnection.

5.09. CLOSING OUT ACCOUNTS WHEN CUSTOMER MOVES. When any customer vacates premises to which charges are applicable, the customer is billed at the new address for the final amount due. Final bills are sent out as they are processed and are due upon receipt.

A new account will be established when a customer moves to a different address within the District. In the event the customer does not pay the outstanding balance on the old account and it becomes delinquent, service shall be discontinued at the new address until the final bill from the old account is paid.

5.10 VACANT ACCOUNT. A vacant account is an account for which we cannot locate a property owner or the property owner requests that service be completely terminated and the meter removed. The account may be closed and deleted when paid-in-full or all efforts to collect the final bill paid have failed. Service will not be restored until any outstanding charges and applicable connection fees (see rate schedules) are paid in full. In the event, the customer applies for service at a later date, a deposit will be required and service at the new address will not be started until the old bill is paid in full.

5.11. PROPERTY MANAGED BY AN AGENT. When an agent manages property and the agent will not provide a billing address for the owner, the agent will be billed. If the property is for sale, the District will attempt to contact the title company handling title search insurance and advise them that there is an outstanding bill on that property that could result in a potential lien against the property. This action will generally ensure the bill is paid before ownership is changed.

5.12 SERVICE CHARGES TO TURN OFF WATER AT CURB STOP. Each customer will have a serviceable shut-off valve installed on the discharge (customer) side of the water meter immediately adjacent to the meter. If the District is required to turn off the curb stop for the customer because their hand valve is not serviceable or there is no valve installed, a service charge will be added to the account as set out in the District's Rates, Fees, and Charges schedule, Turn off Curb Stop. The District will advise the customer that a hand valve is required. The General Manager has discretion to waive this fee if the customer installs or repairs the valve.

5.13 REBATE PROGRAM. (Added 11/15/2007) It is the District's intention to promote water conservation by offering incentives to its customers who install water conserving appliance and plumbing fixtures. To that end, the District will pay rebates for, but not limited to, replacement of washing machines with certified high efficiency (HE) units which conserve water and energy; ultra low flow toilets; * (Change 1) **installation of hot water on demand system or point-of-**

use hot water heater; and offering plumbing retrofit kits. The General Manager will ensure that the program receives adequate funding by including an entry in the annual budget.

***** (Change 4) Rebates will be paid by check payable to the name on the account or as a credit to the account. (Added by Board Action, February 19 2009.)**

Toilet rebates will be paid on a one-for-one replacement basis for homes built prior to 1993. Rebates/reimbursement will only be paid once for a service location. The District will maintain a data base of disbursements for the life of this program and it will be consulted before each payment to ensure it has not already reimbursed a customer at that address. Installation will be confirmed by inspection or presentation of an invoice from a certified plumber reflecting address, date and performance of work. Subsequent owners/occupants will not be paid a second rebate where the District has already paid a rebate. A maximum of three rebates may be paid at any one address.

** **(Change 2) The toilet rebate will be offered to commercial accounts, however, the three unit limitation associated with residential accounts does not apply. The General Manager can approve up to 50 applications from a single applicant without Board approval. In the event the applicant requests more than 50 rebates in one year, the Board of Directors will be apprised before the rebates are paid so that budget adjustments can be considered. Final action could take up to 60 days and could result in some or all of the payment not being made until the following fiscal year.**

Washing machine rebates will be paid once to a resident residing at a specific address, i.e., if a new customer moves into a home and the District has already paid a washing machine rebate to the previous occupant, the new occupant is entitled to a rebate. As with toilet rebates, a data base will be maintained for the life of the program. If it can be determined that a customer has moved within the District and we have already paid that customer a washing machine rebate, the District will not pay that customer a second rebate.

***** (Change 4) The list found at the Consortium for Energy Efficiency (CCE) internet web site (http://www.cee1.org/resid/seha/rwsh/rwsh-prod.pdf) will be used as the basis for determining whether or not a washing machine qualifies for a rebate. Only Tier 3 machines are eligible for rebates. (Added by Board Action, February 19, 2009)**

*** (Change 1) Two levels of rebates for installation of hot water on demand or point-of-use hot water heating systems are authorized. One rate will be for installation of a hot water on demand (d'mand) system that is on the approved list. The other rate will be for a point-of-use unit installed at the point-of-use. Replacement of a typical hot water heater (a unit installed in the garage serving the whole house) with a tankless hot water system will not qualify for a rebate because it does not result in substantial water saving. However, it may qualify for a tax rebate on federal income tax if that benefit is reinstated by the federal government. Authorized rebate rates are set out in the Fees and Rate Schedule.***

Payment will be made to the customer by applying a credit to the account or with a check made payable to the customer of record.

The plumbing retrofit kit consists of low flow shower heads, faucet aerators, and extensive literature promoting water conservation. The kits will be issued free of charge to customers. They will be asked to acknowledge receipt by signing for the kits.

Reimbursements will be made according to rates published in the Districts Rates, Fees, and Charges.

* Change 1, Approved by Board Action, February 21, 2008

** Change 2, Approved by Board Action, May 15, 2008.

*** Change 4, Approved by Board Action, February 19, 2009.

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SECTION 6 – CUSTOMER CREDIT POLICY

6.01. DEPOSIT REQUIREMENTS. A deposit (see Rates, Fees and Charges) is required before service will be started for any new customer*. In a situation where water service was left on after the previous customer left, the new resident will be given three days from application for service to pay the deposit. After three days, service will be disconnected and meter locked until the deposit is paid.

A deposit may also be required of *any* customer prior to reconnection where service has been terminated due to delinquency of the customer in paying previous bills or if the customer has a check returned for non-sufficient funds. If the District currently maintains a deposit on the account and the actual bill is more than the amount of the deposit collected, a new deposit requirement may be calculated and an additional deposit shall be required prior to reconnection.

Deposits will not be used to pay current bills. The only time a deposit will be used to pay a bill is to settle a final bill.

6.02. INTEREST ON DEPOSITS. The District does not pay interest on deposits.

6.03. RECORD OF DEPOSIT. When a deposit is required, the District shall keep records showing the name and address of each depositor, the amount, the date of the deposit, and each transaction concerning the deposit. A receipt will be issued for the deposit if the customer requests one.

6.04. REFUND OF DEPOSIT. The deposit will be refunded to the customer or credited to the customer's account after 12 months of good payment history or upon termination of service. "Good payment history" is defined as no shut-offs because of nonpayment of delinquent amounts and/or no more than three past due payments during the immediately preceding 12 month period.

If we are holding a deposit at the time we process a final bill, the deposit will be credited to the final bill. Any surplus will be mailed to the customer at their last known address.

6.05. WHEN CASH PAYMENT IS REQUIRED. If a customer pays a bill from the District by check and that check is returned due to insufficient funds or closed account, the customer shall be assessed a fee of $20 plus any bank fees and will be required to pay that bill in cash. Should the customer refuse to pay the bill and any additional charges, the District will disconnect service to that customer and apply a disconnection fee to the account. In the event a second check is returned from the same customer within a twelve month period, the customer may, in addition to being required to pay the additional fees, be required to pay all future District bills in cash or money order.

6.06. The District General Manager or the Board of Directors must explicitly approve any deviation from this policy. If the General Manager approves a deviation, he must advise the Board no later than next Board Meeting.

SECTION 7 – WATER AND SEWER CONNECTIONS AND EXTENSIONS

7.01. GENERAL POLICY REGARDING CONNECTIONS AND EXTENSIONS. The District shall give full consideration to any petition for service. The following policies and procedures will apply to all connections and extensions made to District facilities.

Where existing services exist (sewer stubs, water services, etc.,) the petitioner will be billed only for appropriate connection fees as set out in Rates, Fees, and Charges. If services don't exist and the District is capable of making the new connection with existing resources (personnel, equipment, materials, etc.) the petitioner will be billed for necessary work based on manpower and materials plus applicable connection fees. Payment will be due in advance. If there is some question as to availability or adequacy of existing service, the project may be referred to the District's engineer for study. The cost of the engineering study and report will be paid for in advance by the Petitioner, based on an estimate prepared by the District's engineer. Excess advance payments will be refunded.

If the services of the Engineer are required, the Engineer will evaluate the request to determine what actions are required to satisfy the petitioner's request and report the findings to the General Manager in a written report. The General Manager will forward the findings to the petitioner for their consideration.

The question of adequacy includes a determination as to whether the District has sufficient water rights to adequately support the petitioner. This determination will be made by the General Manager in consultation with the Board and Engineer. Water rights include, but are not limited to pumping permits issued by the Edwards Aquifer Authority or any other agency that has the authority to limit the District's ability to draw water from the Edwards Aquifer.

The Petitioner must meet the following conditions.

a. The District shall supply water and sewer services to the Petitioner through mains owned and controlled by the District.

b. The District may assess, in addition to the service connection charge, the actual cost of boring or cutting and replacing pavement necessary to make such connections. Such assessments shall be paid prior to the work being performed. If the actual cost exceeds the amount of the collected assessment, the additional amount will be collected from the customer prior to installing the meter and starting service. If the assessment collected from the petitioner exceeds the actual cost of such work performed to establish service, the difference shall be refunded to the petitioner upon completion of the work. If the Petitioner chooses to perform the work referenced above, the work will be done in compliance with District and City of Windcrest policies, procedures, and standards. The District will not start service until all District and City of Windcrest requirements are met.

c. The Petitioner will be responsible for all expenses (time, manpower, materials, etc.) required to extend water and sewer mains from the nearest acceptable existing main to the new service location.

d. No water and/or sewer service shall be provided unless and until the water and/or sewer connection charges, sewer impact fees (if applicable) and all other required charges are paid in full.

7.02. NEW DEVELOPMENT POLICIES. The following Policies apply to new developments within the District's service area:

a. The builder/developer of any new development within the District will pay all expenses associated with the development. It includes, but is not limited to, the installation of any new water and sewer mains required to extend service from existing mains to the development and for all infrastructure within the development. All improvements will accrue to the District at no expense to the District.

b. All plats that will ultimately result in construction of water or sewer infrastructure will be reviewed and approved by the District's engineer. All plans for construction of improvements to the water and sewer system shall be performed or approved by the District's Engineer. Regardless of the circumstances, the developer will pay for all services rendered by the Engineer at prevailing rates.

c. It may be necessary for the Texas Commission on Environmental Quality to approve all plans and specifications. The developer will pay all expenses associated with acquiring TCEQ approval.

d. Prior to authorizing the District's Engineer to proceed with any design work, the Board of Directors will request that the Engineer complete a cost estimate for work to be performed and present his report to the Board for their consideration and action.

e. Prior to commencement of construction, the Developer will be required to post a construction bond in an amount equal to the cost of the project to guarantee the timely completion of proposed project. The bond will include the estimated construction cost, as well as related design fees, inspection fees, sewer platting fees, and other expected charges. (The purpose of the bond is to assure that utility work, once started, will be completed, regardless of whether or not the development is completed.)

f. If the developer chooses, he may post funds in an amount equal to the Engineer's cost estimate for the project with the District in lieu of a bond. Once deposited with the District, the funds will be under exclusive control of the District. During the course of construction (at least monthly) and when construction is completed, the District will provide Developer with a summary of expenditures. If expenses exceed the amount of funds posted, a new estimate will be prepared and the Developer will be required to post additional funds to cover the shortfall. If there is a surplus at the completion of the project, the District will promptly refund the difference.

g. The District will withhold approval to the City of Windcrest to issue a Certificate of Occupancy until all outstanding charges have been paid.

h. In any new development, the Developer shall acquire, at his expense, all rights-of-way or easements needed for the installation of water and sewer lines and appurtenances.

i. All commercial facilities shall require a cross-connection control device of a type commensurate with the degree of hazard on the service lines, and if equipped with a sprinkler fire suppression system, a separate fire line similarly equipped with cross-connection control device.

j. All facilities shall be individually metered. This policy does not apply where an *existing* meter serves several businesses. In the future, multiple customers will not be serviced through a single meter.

k. All facilities, which utilize water and/or sewer lines of the District, shall have the plumbing installed in accordance with the International Plumbing Code.

l. All water and sewer rates, billing procedures and related accounting shall be in accordance with a separate schedule not a part of these Development Policies.

m. All water mains constructed as part of line extension or subdivision agreement will conform to District and the City of Windcrest's master plan requirements. In the event the

area proposed to be developed is not in the City's master plan, the developer will be expected to prepare a proposed master plan at their earliest convenience. All costs incurred will be borne by the developer of the proposed subdivision.

n. In the event the terms of an agreement relative to subdivision platting and water and sewer line construction are not completed with twelve months, the District may, at its option void all, or parts, or change the conditions of the agreement, including developer charges. No refunds of developer expenses for completed work will be made.

o. In the event the required engineering study determines that existing water resources (permits, interim or permanent) are insufficient to service the proposed development, the developer will be promptly advised of this fact and given a firm estimate of the shortfall. The developer must acquire the necessary permanent water rights in the name of the District before the District will give authority to proceed with the project. The developer is responsible for all expenses associated with the acquisition. The District will work with the developer to achieve a solution acceptable to both parties.

p. In the event that the District becomes responsible for any repair or improvement project estimated to cost in excess of $25,000, the project shall be publicly advertised in accordance with appropriate statutes, and the construction contract awarded to the lowest qualified bidder.

7.03. LINE EXTENSION REQUIREMENTS. The following requirements apply to all extensions of the District mains (water or sewer):

a. All mains shall meet the design and specifications of the District as determined by the Engineer.

b. Mains shall be placed in public right-of-way whenever possible, or dedicated easements as a second choice.

c. The minimum water main size shall be six inches and sewer main size shall be a minimum of 8 inches.

d. All work done by private contractors and developers shall be guaranteed for a period of two years from the date such work is completed and accepted by the District.

e. All Main extensions shall extend up to the maximum limit of the applicant's property, i.e., all the way across the property so as to avoid forcing a subsequent developer to cross or enter upon the current developer's property to extend water utilities to develop adjoining property.

7.04. RESPONSIBILITY FOR PAYMENT OF WATER AND/OR SEWER CONNECTIONS. The person who makes application for water and/or sewer service shall be responsible for payment of all charges provided for in this policy until written notice is given to the District by such person of the intention to disconnect such service.

7.05. UNLAWFUL CONNECTIONS. It shall be unlawful for any person to make, or permit to be made, any connection with or to the water mains or service lines of the water system without first obtaining approval for a connection from the District. Violations will be subject immediate disconnection. Applications for connections shall be filed with the District on prescribed forms.

7.06. ALL CONNECTIONS SHALL BE MADE BY THE WATER DISTRICT. Upon approval of a connection and payment of the required connection fees, the District shall make the necessary connections, the cost of which is included in the meter connection fee.

7.07. ALL PREMISES SHALL HAVE A SEPARATE SERVICE CONNECTION. All premises connected to any water and/or sewer main, or being supplied with water or sewer services from the District shall have a separate service connection. Where service to a single meter serving multiple customers exists, service will continue in that mode until such time as the Board of Directors may decide otherwise.

7.08. COMPLIANCE WITH PLUMBING REQUIREMENTS. No connection shall be made or allowed to exist to any customer if the customer's plumbing has been determined to contain an unsafe cross connections, lead hazard, or other violations of the plumbing code. When the District becomes aware of and confirms that the plumbing of any customer already connected to its water and/or sewer system does not comply with the Plumbing code, the District shall have the right, after notice to the customer, and the failure or refusal of such customer to immediately remedy such conditions, to discontinue all or any portion of service provided by the District as may be required or suggested by the situation.

7.09. DISTRICT INSPECTIONS ARE NOT A WARRANTY OR A LIABILITY. Plumbing inspections made by the District in regards to water and/or sewer service connection shall not create any liability or warranty by the District as to the quality or condition of the plumbing on the premises. Such inspections are separate and apart from similar inspections required by other agencies or municipal offices.

7.10. SAFE DRINKING WATER ACT (SDWA). Pursuant to the requirements of the Safe Drinking Water Act and the International Plumbing Code, the installation of lead pipes or the use of any solder containing lead is prohibited in any type of improvements connected to the system.

SECTION 8 – WATER METERS

8.01. LOCATION OF WATER METERS. Water meters shall be placed in public right-of-way adjacent to the applicant's property, if possible. The District retains the right to choose the location of water meters but, so far as practical, the location should be mutually acceptable to the customer and the District.

8.02. CONNECTING INDIVIDUAL BUILDINGS THROUGH ONE METER. The connecting of separate buildings through one water meter will not be allowed unless authorized in accordance with this policy. Each meter shall constitute a separate contract.

8.03. Use of More than One Meter per Building or Property. Only one meter shall be installed at any *residential* property. Where two meters currently service a single residential property, the two services *absolutely must not* be cross-connected at any point. Each meter shall constitute a separate service and contract.

Special Note for Residential Customers Presently Served by Two Meters. If future versions of the billing system permit the District to combine the consumption from both meters, consumption will be combined and the customer will be billed for the total as if it was a single meter. To preserve the interests of the consumer, water passing through the "sprinkler" meter will be deducted during sewer averaging computations. The sewer average will be the three month average of the house meter.

8.04. EXTENSIONS TO BE MADE ONLY BY WATER DISTRICT PERSONNEL. After water is introduced into a building or upon any property, it shall not be extended to another property. If additional service is needed, the customer shall apply for service and a new account will be established. If an additional service line is needed to provide the new service, the District shall provide that connection at the customer's expense.

8.05. ALL WATER SHALL BE MEASURED BY METERS. The meter (conforming to District specifications as to size and type) will be furnished by the District and shall measure all water furnished by the District to its customers.

All water meters installed in the system are the property of the District. The District shall keep all meters in repair, without expense to the customer, except that the property owner will be charged for meters, boxes, and materials damaged or destroyed through the act of negligence or carelessness of the owner or occupant and for labor costs incurred in re-establishing service.

8.06. SINGLE CUSTOMER PER METER. Not more than one consumer shall purchase water through any single meter without the consent of the District unless the responsibility for payment of all water services for the single meter billing is assumed by the single property owner. In cases where single metering is to be used for more than single unit occupancy and where one of those occupancies requires a higher water use than a single family residence, a meter of sufficient size to meet the total requirements will be required. The District will determine the size of the meter at the time of request of service. Minimum service charges appropriate to the size of meter will be charged.

8.07. OBSTRUCTION OF ACCESS TO A METER. If easy access to a water meter is obstructed in any manner whatsoever by a customer, or if entrance to the premises is made

dangerous by a vicious animal or otherwise, thereby preventing a meter reader from reading the meter, the charges may be estimated.

8.08. ESTIMATED BILLINGS DUE TO METER FAILURE. If a meter fails to register the water actually consumed because the meter is defective, the District shall assess the minimum water bill charges and estimated consumption based on recent history until the defective meter is repaired or replaced.

8.09. METER TEST. Upon request of the customer, the District shall test the customer's meter for accuracy. If desired, the test will be made in the presence of the customer or customer's agent. If observation of the test is desired and requested, the test shall be made during the District's normal working hours at a time convenient to the customer and the District. A charge of $50.00 will be levied if the test confirms that the meter is performing within industry standards of plus or minus 3%.

It's preferable that the test be made on the customer's residence when circumstances permit, but may, at the District's discretion, be made at the District's test facility. If the test confirms that the meter does not produce an error of more or less than three percent, the customer shall pay the required amount for performing the test and no adjustment of charges shall be made. Following the completion of any test, the District shall promptly advise the customer of the date of removal of the meter, date of the test, results of the test and who made the test. Whenever a meter is removed for testing, a temporary meter shall be installed so as to minimize the service interruption. If the meter is defective, the District shall not be liable for more than one month's charges.

8.10. CONNECTION TO THE WATER METER. The customer's service line will not be connected directly to the meter. Each meter will be equipped with a meter nipple to which the customer's service line will be connected. If a direct connection is discovered when replacing a meter, the customer will be responsible for complying with this requirement before service will be reinstated. The customer will install a hand valve adjacent to the nipple so that they have the capability to turn off water in an emergency or when necessary to perform plumbing work on their property.

8.11. RELOCATION AND CONVERSION OF METERS. If an existing meter is moved to a location designated by the customer for the customer's convenience, customer will be charged the actual cost of relocating the meter (time and materials). If the customer requests that an existing meter be replaced with a meter of another size or capacity, the customer will be charged the actual cost (time and materials) of converting the meter including the cost of enlarging the line from the water main to the meter if necessary. The customer will be provided an itemized bill.

SECTION 9 – EASEMENTS, ACCESS AND INSPECTIONS

9.01. EASEMENTS. Each District customer will provide any easements required for the purpose of installing, maintaining, and operating any pipelines and appurtenances which may be deemed necessary for the District to provide service to the property owner.

9.02. RESPONSIBILITY FOR PERMITS AND EASEMENTS. It shall be the responsibility of the applicant to secure all permits and easements as deemed necessary or required by the District.

9.03. Refused Easements. Any customer who refuses to grant Easements of Rights-of-Way which are deemed necessary in order to provide requested service, shall be deemed in breach of District policy and water/sewer service will not be provided.

9.04. ACCESS TO CUSTOMER'S PREMISES. A customer of the District shall give the duly authorized agents of the District permission to enter the customer's property at all times for any purpose incidental to the supplying of water/sewer service. Denial of access could result in disconnection/interruption of service.

Any person desiring to obtain or to continue to obtain service from the District shall be required to submit to the inspection of his premises by the District General Manager or to his representative(s) when requested to do so.

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SECTION 10 – DUTIES OF CUSTOMERS/CONSUMERS

10.01. MAINTAINING CONDITION OF OWN WATER LINES. Customer/consumers of water from the District shall keep their service lines and apparatus in good repair and condition, and protected from freezing, at their own risk and expense, and shall prevent all waste of water.

It is especially stipulated that no claim shall be made against the District for excessively high or low pressures caused by breakage of any service pipe or appurtenance, or from any damage by reason of shutting off the water to repair mains or for any other purpose. In the case of neglect or refusal by the customer to promptly repair any imperfection in the service pipes, lines, stops, or other fixtures on the owner's property, the General Manager may order the water to be turned off.

10.02. SAFEGUARDING OF WATER DISTRICT LINES. The customer is required to safeguard the District's mains crossing his or her property and prevent construction along or over the easement therein, other than as authorized by the terms of the easement.

10.03. CUSTOMER RESPONSIBILITY FOR MAINTENANCE OF HOUSE SEWER. The customer is responsible for maintaining the house sewer to the demarcation point. The District will assist in determining responsibility of sewer problems.

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SECTION 11 -- EFFECTIVE DATE

This Policy and Procedures Manual shall be effective immediately after its passage. It was approved at the meeting of the Board of Directors of Bexar County Water Control and Improvement District #10 on the 19th day of July 2007, and adopted by the following called vote on a motion of the President.

Ayes:	5
Nays:	0
Abstaining:	0
Absent:	0

President: _____
Joe W. Brooks

Attest: _____
Melroy Brandt, Secretary

SEAL

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Fees and Rate

Schedules

Attachment 1

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BEXAR CO. W.C.I.D. #10
RATES, FEES AND CHARGES
August 2, 2005

Approved by Board of Directors, July 17, 2003, Resolution 2003-03

METER CHANGE-OUT FEES:

5/8" Meter to ¾" Meter (Using Existing 1" Service Line)	$65.00 + Cost of Meter ($96.66)
¾" Meter to 1" Meter (Using Existing 1" Service Line)	$65.00 00 + Cost of Meter ($106.54)
5/8" Meter to 1" Meter (Using Existing 1" Service Line)	$65.00 + Cost of Meter ($106.54)
5/8" Meter to 1" Meter (If Service Line Change Required)	$350.00 +Cost of Meter and Materials
Second Meter for Residential-Sprinkler System (If Second Service Has to be Installed)	$350.00 + Cost of Meter and Materials
2nd (Additional) Meter on Same Service Line (Install Yoke-- Must Be at Least 1" Service)	$150.00 (was $250) + Cost of Meter and Materials
Commercial-Sprinkler System New Meter (Installation of Dedicated Service)	$350.00 + Cost of Meter and Materials

Connection Fees:

Sewer Connection/Inspection (Each)	$400.00
Relocation of Existing Sewer Connection	$700.00
Water Service--5/8" Meter	$415.00
Water Service--¾" Meter	$440.00
Water Service--1" Meter	$440.00
Water Service -- 1 ½" Meter	$550.00
Water Service – 2" Meter	$750.00

TURN OFF CURB STOP (Customer's Request) (Through June 30, 2005)	$20.00 during business hours $30.00 after business hours
DISCONNECTION FEE (Failure to Pay Bill)	$25.00

ANNUAL FIRE LINE CHARGES:

1" Fire Line	$100.00
6" Fire Line	$300.00
8" Fire Line	$400.00

SECURITY DEPOSITS:	$90.00 (or as determined)
FIRE HYDRANT WATER:	
Deposit	$50.00
Fee Per-Day	$10.00
REBATE PROGRAM:	
Toilet (Limit 3 Per Address)	$75.00 each
High Efficiency Washing Machine (Limit 1 Per Customer Regardless of Address)	$100.00
Hot Water On Demand System	$100.00*
Point-of-Use System	$50.00*

* Added by Board Action, February 21, 2008