ROCKETT
SPECIAL
UTILITY DISTRICT

RATE ORDER

CERTIFICATE OF CONVENIENCE AND NECESSITY NO. 10099
ELLIS AND DALLAS COUNTIES, TEXAS

Amended and Effective July 21, 2026

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SECTION A.

ADOPTION & AUTHORITY

1. Effective Date. This Rate Order was adopted by the Board of Directors of the Rockett Special Utility District on December 16, 2003 pursuant to Ordinance No. 2003-004. This Rate Order supersedes all utility service policies, rules and tariffs adopted or passed by the Board of Directors prior to the date of adoption of this Rate Order. This Rate Order shall take effect immediately upon its approval.

2. Pre-existing Penalties and Vested Rights. The adoption of this Rate Order shall not affect any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or vested right established or accrued prior to the effective date of the adoption of this Rate Order.

3. Official Copy Available. An official copy of the Rate Order shall be available to the customers of the District during regular office hours of the District. Requests for copies shall be subject to reproduction charges. The reproduction charge shall be **$10.00**. The general manager of the District shall maintain the original copy of this Rate Order as approved, and clearly exhibit all additions, deletions and amendments hereto.

4. Conflicts. 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 Rate Order that directly conflict with such State and Federal rules or regulations. If any section, paragraph, sentence, clause, phrase, word or words of this Rate Order are declared unconstitutional or in violation of law, the remainder of this Rate Order shall not be affected thereby and shall remain in full force and effect.

SECTION B.

STATEMENTS

1. Organization. The District is a special utility district organized and operating under the terms and conditions of Texas law. It exists for the purpose of furnishing potable water utility service. The management of the District is controlled by the Board of Directors, the members of which are elected by qualified voters residing within the District's boundaries.

2. Non-Discrimination Policy. Service is provided to all applicants that comply with the provisions of this Rate Order regardless of race, creed, color, national origin, sex, disability or marital status.

3. Policy and Rule Application. These policies, rules and regulations apply to the service provided by the District. Failure on the part of a customer or applicant to observe these policies, rules and regulations gives the District the authority to deny or discontinue service.

4. Fire Protection Responsibility. The District does not provide or imply that fire protection is available on the District's water system. All hydrants or flush valves are for the operation and maintenance of the system and may be used for refill only by authorized fire departments. The District reserves the right to remove any hydrant due to improper use or detriment to its water system, as determined by the District, at any time without notice, refund or compensation to the contributors unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract, in which event the terms and conditions of the contract shall apply.

5. Damage Liability. The District is not liable for damages caused by service interruptions due to waterline breaks or equipment failure, tampering by third persons or customers of the District, normal system failures, system maintenance or repairs, or other events beyond the District's control, or for damages caused by negligent acts of the District, its employees, designated representatives and contractors. The limit of liability of the District is the extent of the cost of service provided.

6. Public Information Disclosure. The records of the District shall be kept at the District's office at 126 Alton Adams Drive, Waxahachie, Texas 75165. All information collected, assembled or maintained by or for the District shall be disclosed to the public in accordance with the Texas Public Information Act. An individual customer may request in writing that the District keep the customer's name, address, telephone number or social security number confidential. Such confidentiality does not prohibit the District from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the District acting in connection with the employee's duties. A reasonable charge as established pursuant to the Texas Public Information Act may be assessed to any person requesting copies of District records.

7. Notice of Change in Rates. The District will give written notice of a change to monthly water rates by publication, mail or hand delivery to all affected customers at least thirty (30) days prior to the effective date of the new rate. The notice shall contain the old rates, new rates and effective date of the new rates. Failure of the District to give the notice shall not invalidate the changed rate or any change based on the changed rate.

8. Customer Service Inspections. The District requires that a customer service inspection certificate be completed prior to providing continuous water service to new construction and for all new customers as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the District has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the customers' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. [30 TAC § 290.46(i-j)].

9. Submetering Responsibility. Submetering and non-submetering by Master Metered Accounts may be allowed in the District's water or sewer system provided the Master Metered Account customer registers with the Public Utility Commission of Texas and complies with its rules on submetering at Title 16, Chapter 24, Subchapter I of the Texas Administrative Code. The District has no jurisdiction over or responsibility to tenants receiving water under a Master Metered Account, and such tenants are not considered customers of the District. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account customer. Any complaints regarding submetering should be directed to the Public Utility Commission of Texas.

10. District Forms Policy. The sample forms in Appendices A, B and C of this Rate Order are the same or similar in form to those used by the District and are attached hereto for informational purposes. The District reserves the right to amend, revise and discontinue use of any of the attached forms, and to create and use new forms, at its sole discretion, for purposes that include, without limitation, complying with federal and state laws and regulations, improving District administrative efficiency, providing better service to customers, fulfilling the unique and facilities needs of subdividers, developers and non-standard service applicants, and meeting the future system demands of the District.

11. Service Entitlement. An applicant requesting service to real property located within the District's service area shall be considered qualified and entitled to water service have been met and continue to be met, and all fees have been paid as prescribed. An applicant requesting service to real property located outside the boundaries of the District's service area and/or political boundaries shall be considered for service in accordance with the current District policies on providing service outside the District's service area.

SECTION C.

DEFINITIONS

The following words and terms, when used in this Rate Order, shall have the following meanings unless the context clearly indicates otherwise:

Applicant — A person applying to the District for service.

Designated representative (or) **district representative** — The general manager of the District or a representative or employee of the District engaged in carrying out the terms of or performing services prescribed by this Rate Order pursuant to either general or specific authorization to do so from the general manager or the Board of Directors.

Board of Directors (or) **Board** — The governing body of the District elected by qualified voters residing within the District's boundaries in accordance with applicable election laws.

Certificate of Convenience and Necessity (or) **CCN** — The authorization granted by the Texas Commission On Environmental Quality under Chapter 13, Subchapter G, of the Texas Water Code for the District to provide water utility service within a defined territory. The District has been issued Certificate No. 10099.

Certificated service area (or) **service area** — The service territory defined in CCN No. 10099. [See Section D, Certificated Service Area Maps].

Customer — Any person receiving services from the District.

Developer — Any person that subdivides land or requests two (2) or more service connections on a single contiguous tract of land. [See Water Code § 13.2502(e)(1)].

Disconnection of service — The discontinuance of water service to a customer of the District.

District — The Rockett Special Utility District.

Easement — A private perpetual dedicated right-of-way for the installation of water and/or sewer service lines and facilities that allows access to property for future operation, maintenance, replacement, facility upgrades, and/or installation of additional pipelines (if applicable), and may include restrictions on the adjacent area to limit installation of other pipelines or structures that would restrict the District's use of any area of the easement.

Final plat — A complete and exact plan for the subdivision and/or development of a tract of land which has been approved by all local governments having jurisdiction pursuant to Chapters 212 or 232 of the Texas Local Government Code. The District shall determine if a plat submitted under this Rate Order qualifies as a final plat. [See 30 TAC § 291.85].

General manager — The general manager of the District appointed by the Board of Directors.

Hazardous condition — A condition that jeopardizes the health and welfare of District customers or employees as determined by the District or any other regulatory authority with jurisdiction.

Person — Any natural person, firm, corporation, cooperative, limited liability company, partnership, unincorporated association, public agency or governmental entity, or any other public or private organization or entity of any type or character.

Preliminary Hydraulic Inquiry – an inquiry made by a prospective purchaser of property located within the District's CCN regarding water availability to that property. This inquiry is not a request for water service from the District and does not reserve water capacity for the property.

Public Utility Commission of Texas (or) **PUC** – The state regulatory agency dealing with water and sewer rates and services, Certificates of Convenience and Necessities (CCNs) and sale, transfer, and mergers.

Re-Service — Providing service to an applicant at a location at which service previously existed and at which there is an existing setting for a meter. Costs of such re-servicing shall be as established in this Rate Order or based on justifiable expenses in connection with such re-servicing.

Service agreement — A written agreement on the current service agreement form between an applicant and the District defining the specific type of service requirements requested, and the responsibilities of each party regarding the service to be provided.

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

Service — Any act performed, anything furnished or supplied, and any facilities used by the District in the performance of its duties under the Texas Water Code to its customers, employees, other retail public utilities and the public, as well as the interchange of facilities between the District and one or more retail public utilities.

Service Investigation Fee — A fee paid by a potential customer of the District for the purpose of determining the feasibility of providing service or of a construction, line extension and/or expansion project.

Subdivide — To divide the surface area of land into lots or tracts. [See Local Gov't Code § 232.021(11)].

Subdivision — An area of land that has been subdivided into lots or tracts. [See Local Gov't Code § 232.021(13)].

Temporary service — The classification for non-standard water service assigned to an applicant for purposes of inspection or clean-up following construction. The District may provide temporary water service for up to thirty (30) days from the date of application for temporary service.

Texas Commission on Environmental Quality (or) **TCEQ** — The state regulatory agency having jurisdiction of drinking water quality, water reporting and notification requirements, and assisting consumers and operators of public water systems.

Water system — The water production, treatment, supply, storage and distribution facilities operated by or constructed by or for the District, and any water system extensions, improvements or facilities that may be built within the District's boundaries or service area in the future.

SECTION D.
GEOGRAPHIC AREA SERVED

CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Pursuant to the Texas Water Code
and Substantive Rules of the Texas Commission on Environmental Quality
and the Public Utility Commission of Texas

Certificate No. 10099

1. **Certificate Holder:**

   Name: Rockett Special Utility District

   Physical Address: 126 Alton Adams Drive
   Waxahachie, Texas 75165

   Mailing Address: P. O. Box 40
   Red Oak, Texas 75154

2. **General Description and Location of Service Area:** The service area consists of approximately 176 square miles of land. Most of the service area is located in north Ellis County, with a smaller portion located in south Dallas County.

3. **Certificated Service Area Maps:** The certificate holder is authorized to provide water service in the area identified on the PUC's official service area maps, maintained in the offices of the PUC, 1701 N. Congress Avenue, 7th Floor, Austin, Texas 78701, with all attendant privileges and obligations; requested by mail to P.O. Box 13326, Austin, Texas 78711; or online at: https://www.puc.texas.gov/industry/water/utilities/gis.aspx.

This certificate is issued subject to the rules and orders of the PUC (prior to 2013, the TCEQ), the laws of the State of Texas, and conditions contained in the certificate, and may be revoked for violations thereof. The certificate is valid until amended or revoked by the PUC.

SECTION E.

SERVICE RULES AND REGULATIONS

1. Service Entitlement. An applicant requesting service to real property located within the District's service area shall be considered qualified and entitled to water service when proper application has been made, the terms and conditions of service have been met and continue to be met, and all fees have been paid as prescribed. An applicant requesting service to real property located outside the boundaries of the District's service area shall be considered for service in accordance with current District policies on providing service outside the District's service area.

2. Application Procedures and Requirements.

(a) Service Classifications. Applications to the District for service shall be divided into the following two (2) classes:

(1) *Standard Service*. Standard service is defined as service from an existing service line where line or service facility extensions are not required and special design and/or engineering considerations are not necessary. Standard water service is provided through a 5/8" x 3/4" meter set on an existing waterline.

(2) *Non-standard Service*. Non-standard service is defined as any service request that requires a meter larger than a 5/8" x 3/4" meter or an addition to or extension of the District's water system. The District and its consulting engineer shall make a determination as to the appropriate size, number, and type of meter(s) for non-standard service. Applicants for non-standard service must comply with the service requirements prescribed by Section F of this Rate Order prior to receiving service.

(b) Requirements for Standard and Non-standard Service.

(1) Prior to receiving service, applicants requesting residential or standard retail water service shall complete a Service Application and sign a Service Agreement. [See Appendix A]. Prior to receiving service, applicants requesting commercial or other non-standard service shall complete a Non-Standard Service Application and potentially be required to enter into a Non-Standard Service Contract with the District.

(2) As a condition for service, the applicant shall complete and execute an Easement and Right-of-Way, Sanitary Control Easement and/or such other easement form(s) required by the District to obtain a dedicated easement(s) to allow the District a right of access to construct, install, maintain, replace, upgrade, inspect or test any facility necessary to serve the applicant as well as the District's purposes in providing system-wide service. [See Tex. Water Code § 49.218; Appendix A, Form A-03]. This requirement may be delayed for non-standard service applicants. New meters shall be located within a utility easement at or near the boundary line of the property designated for service.

(3) The applicant shall provide proof of ownership, control, or possession of the real property designated to receive service.

(4) At the request of a property owner or an owner's authorized agent, the District shall install individual meters owned by the District in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the District determines that the installation of individual meters is not feasible. If the District determines that installation of individual meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. The District shall be entitled to the payment of reasonable costs to install individual meters pursuant to 30 TAC § 291.122(d) and Section F of this Rate Order. The cost of individual meter installations shall be prepaid by the property owner as well as the cost of any additional facilities or system improvements required to satisfy the total water service demand of the property at full occupancy, as determined under applicable provisions of Section F. The District may consider master metering for certain non-standard services, provided that the total number of units to be served are:

(A) owned by the same person, partnership, cooperative, corporation, agency, or public or private organization of any type, but not including a family unit; and

(B) served by the District's meter(s), where the District shall approve the location of the meter(s) and the District must be able to publicly access the meter(s).

(5) Notice of application approval and costs of service as determined by the District shall be presented to the applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the applicant must re-apply for service.

(6) If a water main has been located in the public right-of-way and is adjacent to applicant's property due to the current or previous landowner's refusal to grant easement to the District for the purpose of installing the water main and appurtenances, and the District has documentation of such refusal, the applicant, prior to receiving the requested service, the current landowner shall grant an easement as required under this Rate Order and, in addition to the normally required fees for new customer service, shall pay such sums as are reasonably necessary to remove or cap the existing water main in the public right-of-way and to construct the appropriate lines within that easement for the District's system-wide service.

(7) If an applicant fails to provide all documentation or information required at the time of application, the District will issue written notice that the applicant must provide the documentation and/or information within ten (10) days or service will be terminated. This provision applies to both standard and non-standard service requests. [See Appendix C, Form C-13].

(8) If an applicant requests service to property located outside the political boundaries of the District, then the District shall require the applicant to file a petition to annex the property into the District as a condition of service.

3. Activation of Standard Service.

(a) New Service Connection. The District shall charge a non-refundable Connection Fee and Deposit as required under Section G of this Rate Order. The Connection Fee shall be quoted in writing to the applicant. An applicant must pay all fees or enter into a Deferred Payment Agreement prior to installation of a new service connection or tap.

(b) Re-service. On property where service previously existed, the District shall charge a Deposit, Re-Service Fee, and any other applicable fees, as required under Section G of this Rate Order, prior to installing a meter and restoring service.

(c) Performance of Work. All tap, meter and equipment installations specified by the District shall be performed and completed by District employees or designated representatives after all application requirements have been met. The District shall install a tap for standard service within twenty (20) working days after approval and receipt of payment of all quoted fees for new service at the property designated to receive service. This time period may be extended for installation of facilities and equipment necessary to serve a request for non- standard service.

(d) Customer Service Inspections. The District shall perform a customer service inspection of an applicant's property and private water distribution facilities to insure compliance with state required *Minimum Acceptable Operating Practices For Public Drinking Water Systems* as promulgated by the TCEQ or its successor agency. [See Section B.8]. As a result of such an inspection the District may require that an applicant or customer must, at his or her own expense, properly install a backflow prevention device and subsequently inspect, test and maintain the device, and provide all required documentation to the District. [30 TAC § 290.46(j)].

4. Activation of Non-Standard Service.

(a) Activation of Non-Standard Service. Activation of non-standard service shall be conducted pursuant to Section F of this Rate Order.

(b) Re-service. The provisions applicable to standard re-service requests under the previous subsection 3(b) shall also apply to non-standard re-service requests.

5. Changes in Service Classification. If at any time the District determines that the service classification of a customer has changed from that originally applied for and that additional or different facilities are necessary to provide adequate service, the District shall require the customer to re-apply for service under the terms and conditions of this Rate Order. Customers failing to comply with this provision shall be subject to Disconnection with Notice under subsection 14(a) below.

6. Landlords and Tenants. In cases of landlord/tenant relationships, the District may require both parties to sign an agreement specifying which party is responsible for monthly bills, deposits and other fees. This agreement may be included as a provision of the District's approved service application form. The District shall not require the landlord to guarantee the tenant's customer deposit or monthly service bill as a condition of service. However, if the landlord signs a guarantee of payment for deposits, monthly service bills and fees, the guarantee shall remain in full force and effect until the guarantee is withdrawn in writing by the landlord and copies are provided to both the District and the tenant.

7. Refusal of Service. The District may refuse to serve an applicant for the following reasons:

(a) failure of an applicant to complete all required easement forms and pay all required fees and charges;

(b) failure of an applicant to comply with the rules, regulations and policies of the District, including this Rate Order;

(c) existence of a hazardous condition at the applicant's property which would jeopardize the welfare of other customers of the District upon connection;

(d) failure of an applicant to provide representatives or employees of the District reasonable access to property, for which service has been requested;

(e) failure of an applicant to comply with all rules and regulations of the District which are in this Rate Order on file with the state regulatory agency governing the service applied for by the applicant;

(f) failure of an applicant to provide proof of ownership of the property designated to receive service to the satisfaction of the District; and/or

(g) the District has determined that the applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.

8. Applicant's Recourse. In the event the District refuses to serve an applicant under the provisions of this section, the District shall inform the applicant in writing of the basis of its refusal and that the applicant may file a written complaint with the Board of Directors.

9. Insufficient Grounds for Refusal of Service. The following shall not constitute sufficient cause for the refusal of service to an applicant:

(a) delinquency in payment for service by a previous owner or tenant of the property designated to receive service;

(b) failure to pay a bill to correct previous under billing more than six (6) months prior to the date of application;

(c) violation of the District's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first been notified and been afforded reasonable opportunity to comply with said requirements;

(d) failure to pay a bill of another customer as guarantor thereof unless the guarantee was made in writing to the District as a condition precedent to service;

(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 comply with regulations or rules for anything other than the type of utility service specifically requested including failure to comply with septic tank regulations or sewer hook-up requirements.

10. Deferred Payment Agreement. The District may offer a deferred payment plan to a service applicant or customer who cannot pay an outstanding balance, charge or fee in its entirety, and is willing to pay the amount due in reasonable monthly installments as determined by the District, including any late payment penalties on the monthly balance. The payment plan may require the applicant or customer to pay a portion of the balance or fee in advance and the plan may not exceed 12 monthly installments. Customers making installment payments must continue to pay regular monthly bills for service in a timely manner. The applicant or customer will indicate agreement to the terms and conditions of the deferred payment plan by signing a Deferred Payment Agreement prepared by the District. [See Appendix C, Form C-03].

11. [Reserved.]

12. Charge Distribution and Payment Application.

(a) Base Rate. The applicable Base Rate shall be charged for the billing period from the first day to the last day of the customer's assigned billing cycle. Charges shall be prorated for meter installations and service terminations falling during the billing period. All service connections shall be subject to this charge whether or not there is use of service.

(b) Gallonage Charge. A Gallonage Charge shall be billed at the rate specified in Section G and shall be calculated in one thousand (1000) gallon increments. Charges for water usage are based on monthly meter readings and are calculated from reading date to reading date. The District shall take all meter readings used in calculating billing.

(c) Posting of Payments. All payments shall be posted against previous balances prior to posting against current billings.

13. Due Dates, Delinquent Bills, and Service Disconnection Date.

(a) Upon approval of an application for service, each customer is assigned a specific billing cycle:

(1) Customers in Cycle One will be billed on or about the first (1st) day of the month.

(2) Customers in Cycle Two will be billed on or about the fifth (5th) day of the month.

(3) Customers in Cycle Three will be billed on or about the tenth (10th) day of the month.

(b) All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately 15 days to pay). When a bill is past due or delinquent, the applicable penalty or fee(s) shall be applied to the delinquent bill pursuant to Section G. Payment for utility service is delinquent if the full payment, including late fees and regulatory assessments, is not received at the District by 4:30 p.m. on the due date. Water service will be restored to disconnected accounts only upon payment of all amounts due and owing the District with cash, money order or certified check during the normal business days of the District, Monday through Friday, 7:30 a.m. to 4:30 p.m., subject to the holiday schedule approved by the District's Board of Directors.

(c) Upon written request, any residential customer sixty-five (65) years of age or older who occupies the entire premises of a dwelling receiving water utility service from the District shall receive an extension of the past due date, without penalty. The extension shall not exceed ten (10) days beyond the usual fifteen (15) day payment period, for a total of no more than twenty-five (25) days from the date the bill is issued.

14. Rules for Disconnection of Service. The following describes the rules and conditions for disconnection of service.

(a) Disconnection with Notice. Water service may be disconnected after proper notice for any of the following reasons:

(1) failure to pay a delinquent account for utility service provided by the District, failure to timely provide a deposit, or failure to comply with the terms of a Deferred Payment Agreement;

(2) violation of the District's rules pertaining to the use of service in a manner which interferes with the service of others;

(3) the operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation;

(4) failure to comply with the terms of a service agreement, Non-Standard Service Contract or this Rate Order;

(5) failure to provide District personnel or designated representatives access to a meter or to property at which water service is received for purposes of

inspecting and verifying the existence of potential hazardous conditions or policy violations;

(6) any misrepresentation of fact by an applicant or customer on any form, document or agreement required by the District; or

(7) failure to re-apply for service upon notification by the District that customer no longer meets the service classification originally applied for under the original service application.

(b) Disconnection Without Notice. Water service may be disconnected without prior notice for the following reasons:

(1) where a known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of Chapter 341 of the Health and Safety Code and regulations adopted pursuant thereto, or where the District has reason to believe a dangerous or hazardous condition exists and the customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition [See Section E.3(d); and E.23; 30 TAC § 290.46 (j)];

(2) where service is connected without authority by a person who has not made application for service;

(3) where service has been reconnected without authority following termination of service for nonpayment; or

(4) in instances of tampering with the District's meter or equipment, by-passing the meter or equipment, or other diversion of service. NOTE: Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore should be posted at the property, at a place of common entry, or upon the front door of an affected residential unit as soon as possible after service has been disconnected.

(c) Disconnection Prohibited. Utility service may not be disconnected for any of the following reasons:

(1) failure to pay for merchandise or charges for non-utility service provided by the District, unless there is an agreement whereby the customer guaranteed payment of non-utility service as a condition of service;

(2) failure to pay for a different type or class of utility service unless a fee for such service is included in the same bill;

(3) failure to pay charges arising from an under billing due to any misapplication of rates more than six (6) months prior to the current billing;

(4) failure to pay the account of another customer as guarantor thereof, unless the District has in writing the guarantee as a condition precedent to service;

(5) failure of the customer to pay charges arising from an under billing due to any faulty metering, unless the meter has been tampered with or unless such under billing charges are due under subsection 20 below (Inoperative Meters);

(6) failure of the customer to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the District is unable to read the meter due to circumstances beyond its control; or

(7) in response to a request for disconnection by an owner of rental property where the tenant is billed directly by the District as authorized by the owner, and the renter's account is not scheduled for disconnection under the rules for disconnection of service in this Rate Order.

(d) Disconnection on Holidays and Weekends. Unless a dangerous condition exists or the customer requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when District personnel are not available to the public for the purpose of making collections and reconnecting service.

(e) Disconnection Due to Utility Abandonment. The District may not abandon a customer or a certificated service area without written notice to its customers and all similar neighboring utilities, and obtained approval from the TCEQ.

(f) Disconnection Due to Illness or Disability. The District may not discontinue service to a delinquent residential customer permanently residing in an individually metered dwelling unit when that customer establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the customer must provide a written statement from a physician to the District prior to the stated date of disconnection. Service may be disconnected in accordance with subsection 14(a) of this section if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the customer enters into a Deferred Payment Agreement with the District. [See Appendix C, Form C-03].

(g) Disconnection of Master-Metered Accounts. When a bill for service to a Master-Metered Account customer is delinquent, the following shall apply:

(1) The District shall send a notice to the customer as required. This notice shall also inform the customer that notice of possible disconnection will be provided to the customer’s tenants or occupants of the master metered property in five (5) days if payment is not rendered before that time.

(2) At least five (5) days after providing notice to the customer, and at least five (5) days prior to disconnection, the District shall post at notices, stating "Termination Notice," in public areas of the master-metered property to notify tenants or occupants of the scheduled date for disconnection of service.

(3) The tenants or occupants may pay the District for any delinquent bill in behalf of the customer to avert disconnection or to reconnect service to the master-metered property.

(h) Payment During Disconnection. The District is not obligated to accept payment of a bill when a District employee or designated representative is at a customer's property for the purpose of disconnecting service.

(i) Conditions for Service Restoration. Prior to the restoration of service, any customer whose service has been disconnected under the provisions of Section E.14 shall be required to pay all amounts due the District including, but not limited to, past due charges, service trip fees, delinquent fees, and equipment repair and replacement costs.

(j) Removal of Meter. After water service has been disconnected and no request has been made for re-service or fees paid for such re-service within 45 days, the District reserves the right to remove the meter(s) from the property. The District will re-install the meter(s) after the requirements for activation of service have been completed in accordance with Section G of the Rate Order.

15. Policy for Returned Checks and Other Insufficient Funds. Payment by check, draft, or other similar instrument which has been rejected or returned for insufficient funds, non-negotiable, closed account, for which a stop payment order has been issued, or any other reason is not deemed to be payment to the District. The customer account in connection to the rejected or returned payment shall be assessed a Returned Check Fee, in accordance with Section G.11 of this Rate Order. The District shall mail, via the U.S. Postal Service, a Notice of Returned Check requiring that notify the payor in writing of the rejected or returned instrument, and such rejected or returned payment must be sufficiently paid within ten (10) days of the date of the notice. [See Appendix C, Form C-08]. Failure to meet these terms shall result in disconnection of service, in accordance with Section E.14 of this Rate Order.

16. Billing Cycle Changes. The District reserves the right to change its billing cycles at any time and for any reason.

17. Billing Errors. The District may back-adjust a customer's account for to 24 months of service charges not billed due to errors because of meter error, misapplied meter multiplier, incorrect meter readings, error in computing the customer's monthly bill(s), meter tampering, meter bypass, or diversion of service.

18. Disputed Bills. In the event of a dispute between a customer and the District regarding any monthly bill, the dispute shall be resolved or disposed of in accordance with the Grievance Procedures set forth in the following subsection 19, except as follows:

(a) Notice of the bill dispute must be submitted to the District, in writing, and a payment equal to the customer's average monthly usage at current rates must be received by the District prior to the due date posted on the disputed bill.

(b) The customer shall not be required to pay the disputed portion of a bill which exceeds the amount of that customer's average monthly usage at current rates pending the completion of the determination of the dispute. For purposes of this subsection, the customer's average monthly usage shall be the average of the customer's usage for the preceding 12-month period. Where no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar customers under similar conditions.

(c) Notwithstanding any other section of this Rate Order, a utility customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The customer is obligated to pay any billings not disputed as established in subsection 14 of this Rate Order (relating to Disconnection of Service).

19. Grievance Procedures. Any customer of the District or person demonstrating an interest under the policies of this Rate Order in becoming a customer shall have an opportunity to voice concerns or grievances to the District by the following means and procedures:

(a) The aggrieved party must first submit written notice to the general manager or authorized staff member stating the concern or grievance and the desired result. The general manager shall investigate the matter and provide a response to the aggrieved party within fourteen (14) days after receipt the written notice of grievance.

(b) If the general manager does not resolve the grievance to the satisfaction of the aggrieved party, the party may appeal the general manager’s decision, in writing, to the President of the Board of Directors for disposition. The written notice of appeal must be submitted to the District within seven (7) days after the date of the general manager’s written response to the notice of grievance.

(c) Upon receipt of an appeal, the President of the Board of Directors shall review the request and determine the best means by which the grievance shall be resolved. The President may direct that a grievance be heard by the Board of Directors for final disposition, or initially by District staff appointed by the President and serving in an advisory capacity to the Board of Directors. The President shall also determine a reasonable time and place for the grievance to be heard, but such hearing shall take place within sixty (60) days of the date that the President received the written notice of appeal. Final disposition by the Board of Directors shall be reported to the aggrieved party in writing.

(d) If under this subsection an aggrieved party contests a charge or fee as sole or partial basis of a grievance, the contested charge or fee shall be suspended until such time as the grievance is satisfactorily resolved by the District's staff, the deadline for delivering an appeal to the District's Dispute Resolution Panel has passed, or the Dispute Resolution Panel President of the Board of Directors has passed, or the Board of Directors has rendered its decision. This provision does not apply to disputed monthly bills pursuant to subsection 18 above.

(e) If a customer of the District contests a charge or fee as basis of a grievance and the customer is not satisfied with the adjustments, if any, offered by the District's staff pursuant to this Rate Order, then the customer may appeal to the District's Dispute Resolution Panel (the "Panel") as the customer's sole administrative remedy. The Panel will be composed of one member of the District's board of directors, the District's general manager and the District's employee responsible for handling fee and charges disputes. The customer must file a written notice of appeal to the District by submitting such written notice to the District's staff within ten (10) days following the contested action taken by the District. The customer will be given written notice of the time and date that Panel will consider the customer's appeal. The customer may be present in person or by telephone at the time that the Panel considers the customer's appeal. The decision of the Panel is final.

20. Inoperative Meters. Water meters found inoperative will be repaired or replaced by the District within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the District shall make a charge for units used, but not metered, for a period not to exceed six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

21. Bill Adjustment Due to Meter Error. The District shall test any customer's meter upon written request of the customer or other requestor. In the event the meter tests within the accuracy standards of The American Water Works Association, the Meter Test Fee and Service Trip Fee as prescribed in Section G of this Order shall be imposed and paid by requestor. 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 may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The customer must complete and sign a Meter Test Authorization prior to the test. [See Appendix C, Form C-05].

22. Leak Adjustment Policy.

(a) Conditions. The District shall adjust a monthly bill that is excessive due to leakage if the affected customer has satisfied the following conditions:

(1) prior to the date of the bill immediately following the excessive bill, the customer must submit a written adjustment request (including statement that the customer has corrected the source of the leak) and a partial payment of the excessive bill equal to the customer's average monthly usage at current rates;

(2) the amount of excess water usage must be at least three times (3x) the customer's average monthly usage for the same property;

(3) the customer must submit documentary evidence that the leak has been repaired (e.g., a plumber's invoice or receipt for materials purchased to repair the leak); and

(4) the customer must not have received a leak adjustment during the previous twelve (12) months regardless of the number of meters serving the customer's property or properties.

(b) Adjustment Formula. Upon proof of eligibility, the District shall adjust the amount of the customer's excessive bill according to the following formula: *Estimated Bill (+) Discounted Excess (=) Adjusted Bill Amount*.

(c) Definitions. For purposes of this section, the following definitions shall apply:

(1) "Estimated Bill" shall mean the amount of the customer's average monthly usage at current customer rates.

(2) "Discounted Excess" shall mean the amount of water in excess of the customer's average monthly usage charged at one-half (½) the applicable rate.

(3) A "customer's average monthly usage" shall mean the average of the customer's usage for the preceding 12-month period, or lesser history if the customer has not been served at that site for 12 months, or, where no previous usage history exists for that customer at that site, consumption for calculating the average monthly water usage shall be estimated on the basis of usage levels of similar customers under similar conditions.

23. Meter Tampering and Diversion of Service. All meters connected to the District's water system shall be provided, owned, installed and maintained by the District. Meter-tampering, by-pass and diversion of service are prohibited. For purposes of this Rate Order, meter tampering, bypass, or diversion shall be defined as tampering with a District meter or service equipment causing damage or unnecessary expense to the District, bypassing the same, or other instances of diversion of service, including but not limited to:

(a) removing or altering District equipment, including locks or shut-off devices installed by the District to discontinue service;

(b) physically disorienting a meter;

(c) attaching objects to a meter to divert service or to by-pass;

(d) inserting objects into a meter;

(e) other electrical and/or mechanical means of tampering with, by-passing, or diverting service;

(f) connecting or reconnecting service without District authorization; and

(g) connecting to the service line of adjacent customers or of the District.

If the District determines that meter tampering has occurred, the District shall disconnect service without notice and shall charge to the account holder of the meter for the total costs

of actual loss to the District, including the cost of repairs, replacement of damage facilities or equipment, and lost water revenue, if any, in addition to any other applicable penalty or fee in accordance with this Rate Order.

The burden of proof of meter-tampering, by-passing, or diversion is on the District. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by one or more employees or agents of the District upon the initiation of an action for meter-tampering under this Rate Order. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of District services shall be prosecuted to the extent allowed by law under the Texas Penal Code § 28.03.

24. Meter Relocation. The District shall permit the relocation of meters or services provided that:

(a) an easement for the proposed location has been granted to the District;

(b) service capacity is available at the proposed location;

(c) service was previously provided by the District at the proposed location; and

(d) the customer pays a Meter Relocation Fee [See Section G.18].

25. Prohibition of Multiple Connections to a Single Tap. No more than one (1) residential, commercial or industrial service connection is allowed per meter. The District may permit the owner to apply for a single meter as a "Master-Metered Account" pursuant to Section E.2(b)(4) of this Rate Order. Any unauthorized submetering or diversion of service shall be considered a "multiple connection" and subject to disconnection of service. If the District has sufficient reason to believe a multiple connection exists, the District shall discontinue service under the Disconnection with Notice provisions in subsection 14(a) above. [See Appendix A, Service Agreement].

26. Customer Responsibilities.

(a) District Access to Meters. Customers shall allow District employees and designated representatives access to meters for the purpose of reading, testing, installing, maintaining and removing meters and using utility cutoff valves If access to a meter is hindered so that the District is prevented from the reading of the meter, an estimated bill shall be rendered to the customer for the month and a notice of the hindrance shall be sent to the customer. If access is denied for three (3) consecutive months after notice to the customer, then service shall be discontinued and the meter removed with no further notice. [See Section E.3(d)].

(b) Compliance with On-Site Service and Plumbing Requirements. Customers shall be responsible for complying with all District, local, state and federal codes, requirements and regulations concerning on-site service and plumbing facilities.

(1) All connections shall be designed to ensure against back-flow or siphonage into the District's water system. In particular, livestock water troughs shall be plumbed above the top of the trough with an air space between the discharge and the water level in the trough. [30 TAC § 290.46].

(2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the District's facilities. Customer service pipelines shall be installed by the applicant. [30 TAC § 290.46].

(3) All sewer and potable water service pipeline installations must be a minimum of nine feet (9') apart and meet all applicable regulations for line separation and crossing.

(c) Payment on Multiple Accounts. A customer owning more than one service connection shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per the Service Agreement executed by the customer or the terms of this Rate Order.

(d) Extent of District Ownership and Maintenance. The District's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter or other service equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the District shall be subject to charges pursuant to this Rate Order.

(e) Cut-off Valve Requirement. The District shall require each customer to have a cut-off valve on the customer's side of the meter for purposes of isolating the customer's service pipeline and plumbing facilities from the District's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The customer's use of the District's curb stop or other similar valve for such purposes is prohibited. A customer shall be subject to charges for any damage to the District's meter or other service equipment. A cut-off valve may be installed as a part of the original meter installation by the District.

27. Prohibited Plumbing Practices

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

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

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

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

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

28. Water Service Connections.

(a) Applications for water service connections shall be filed with the District on approved forms. Applicants shall meet all District requirements for service, including the grant of any necessary easements, as determined by the District, and the installation of a cut-off valve at the expense of the service applicant.

(b) No person, other than District employees or designated representatives, shall be permitted to tap or make any connection with the mains or service lines of the District's water system, or make any repairs or additions to or alterations in any tap, pipe, cock or other fixture connected to a water service line.

(c) A customer must allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections will be conducted by the District prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during the District's normal business hours.

(d) The customer must, at the customer's expense, properly install a backflow prevention device as required by the District, including but not limited to:

(1) all industrial, commercial, and non-standard customers are required to have reduced pressure zone device ("RPZ") located at the meter; and

(2) all residential customers who have an irrigation system, cross-connection, or other health hazard.

(e) All costs to extend or oversize District water mains or service lines to serve any residential or commercial user or any undeveloped area within the District shall be the sole responsibility of the property owner and/or developer requesting service.

29. Standards for Water Service Lines. The following standards govern the installation of customer service lines for water service to residences or commercial buildings within the District:

(a) All new residential or commercial connections to the District's water system shall be made in accordance with previous subsection 28 and the Rules and Regulations for Public Water Systems issued by the TCEQ as set forth in 30 Tex. Admin. Code, Ch. 290, Subch. D. In the event of a conflict between the provisions of subsection 28 and the TCEQ's Rules and Regulations for Public Water Systems, the more stringent shall apply.

(b) Water pipe and fittings shall be of brass, copper, cast iron, galvanized malleable iron, galvanized wrought iron, galvanized steel or other approved materials.

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

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

(1) The bottom of the water service line at all points shall be at least twelve inches (12") above the top of the wastewater line.

(2) The water service line shall be placed on a solid shelf excavated at one side of the common trench and the two lines shall be separated by a minimum of eighteen inches (18").

(3) The water service line shall be installed with water tight joints tested to a minimum of 150 PSI.

(e) A minimum of four feet (4') of type "L" polyethylene pipe shall be installed at the end of the water service line at the connection to the water meter.

(f) Water service lines shall be bedded in washed sand to provide six inches (6") of cushion below the line. The trench bottom and walls shall be cleared of all protruding rocks which could damage the pipe before the sand bedding is placed.

(g) A District-owned water meter and a District-approved meter box shall be installed by the District or its designated representative.

(h) Potable water supply piping, water discharge outlets, backflow prevention devices, or similar equipment shall not be located so as to make possible the submergence of such equipment in any contaminated or polluted substance.

(i) Lawn sprinkling systems shall be equipped with an approved vacuum breaker installed in the discharge side of each of the last valves. The vacuum breaker shall be installed at least six inches (6") above the surrounding ground and above a sufficient number of heads so at no time will the vacuum breaker be subjected to back pressure or drainage.

(j) The District’s water system shall be protected from swimming pool makeup water by means of an approved backflow prevention device or an adequate air gap.

(k) Upon the installation of a service line, a request for inspection shall be made to the District’s office, and the line shall not be back-filled until the District has inspected and approved of the installation. The District shall perform the inspection within forty-eight (48) hours of receiving the request.

(l) Back filling of service line trenches must be accomplished within twenty-four (24) hours of inspection and approval, and no debris will be permitted in any service line trench.

30. Enforcement and Penalties.

(a) Civil Penalties. Any person violating any provision of this Rate Order may be subject to a civil penalty of not more than **$2,000.00** for each violation. Each day that a violation of this Rate Order is permitted to exist shall constitute a separate violation. A penalty under this section is in addition to any other penalty or remedy provided by the laws of the State of Texas or this Rate Order. A penalty under this section may be enforced by complaint filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located.

(b) Liability for Costs. Any person violating any provision of this Rate Order shall be liable to the district for any expense, loss, or damage incurred by the District by reason of such violation and the District's enforcement thereof. If the District prevails in any legal action to impose a civil penalty or otherwise enforce this Rate Order, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court.

(c) No Waiver. The failure on the part of the District to enforce any article, section, clause, sentence, or provision of this Rate Order shall not constitute a waiver of the right of the District later to enforce any section, clause, sentence, or provision of this Rate Order.

SECTION F.

DEVELOPER, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS

1. District's Limitations. All applicants shall recognize that the District must comply with state and federal laws and regulations as promulgated from time-to-time, and with covenants of current indebtedness. The District is not required to extend retail utility service to any applicant requesting standard service to a lot or tract in a subdivision where the developer responsible for the subdivision has failed to comply with the requirements of the District's subdivision service extension policies and non-standard service requirements set forth in this section. [See Section F.3; Appendix C, Form C-07].

2. Purpose. It is the purpose of this section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of non-standard service are determined, including the non-standard service applicant's and the District's respective costs.

For purposes of this section, the term "applicant" shall refer to the owner of the property (or a developer, engineer, or other authorized representative on behalf of the owner), that desires to secure non-standard service from the District. An applicant other than the property owner must furnish evidence to the District that the applicant has authority to request non-standard service on behalf of the owner, or that the applicant otherwise has authority to request non-standard service for the property.

3. Application of Rules. This section is applicable to subdivisions, additions to subdivisions, commercial, industrial and governmental developments, and any situation where additional service facilities are required to serve a single tract of property or which require a meter larger than a 5/8" x 3/4" meter for service. Most non-residential service applications will be considered non-standard by the District at its sole discretion. For purposes of this Rate Order, applications subject to this section shall be defined as "non-standard." This section may be altered or suspended for facility expansions constructed by the District at its expense. The District's general manager shall interpret, on an individual basis, whether or not an applicant's service request shall be subject to all or part of the conditions of this section. For purposes of this section the term "project" includes subdivisions, additions to subdivisions, and commercial, industrial and governmental developments.

This section sets forth the general terms and conditions pursuant to which the District will process non-standard service requests. The specific terms and conditions pursuant to which the District will provide non-standard service in response to any request will depend upon the nature of such request and may be set forth in a contractual agreement to be entered between the District and applicant. The contract may not contain any terms or conditions that conflict with this section.

4. Non-Standard Service Application. The applicant shall meet the following requirements prior to entering into a Non-Standard Service Contract with the District:

(a) The applicant shall complete and submit a Non-Standard Service Application to the District, while giving special attention to that portion entitled "Special Service Needs of the Applicant." [Appendix B, Form B-01].

(b) Simultaneous with submission of the Non-Standard Service Application, the applicant must submit three (3) copies of the proposed plat showing the applicant's requested service area for approval by the District. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps that require an extension or oversizing of District facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

(c) The applicant shall pay a Service Investigation Fee to the District in accordance with the requirements of Section G for purposes of paying the District's administrative, legal and engineering fees. In the event such fee is not sufficient to pay all expenses incurred by the District, the applicant shall pay to the District all remaining expenses that have been or will be incurred by the District.

(d) If after completing its service investigation, where the District determines that the applicant's service request is for property located wholly or partially outside the District's certificated service area, the District may still extend service provided that:

(1) the requested service area is not in an area receiving similar service from another retail utility;

(2) the requested service area is not within another retail utility's certificated service area; and

(3) the District's Certificate of Convenience and Necessity (CCN) shall be amended to include the entirety of the applicant's property for which service is requested and the applicant shall pay all costs incurred by the District in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (¼) mile of the District's certificated service area, the District may extend service prior to completing the amendment to its CCN, but will only upon applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including legal, surveying and engineering fees incurred by District in securing the amendment).

5. Facilities Design and Approval. Upon receipt of the completed Non-Standard Service Application and Service Investigation Fee, the District shall study the design requirements of the applicant's required facilities before preparing a Non-Standard Service Contract in accordance with the following:

(a) The District's consulting engineer shall design, or review and approve plans for all on-site and off-site service facilities for the applicant's requested service in

accordance with the District's specifications and any applicable municipal or other governmental codes and specifications.

(b) The consulting engineer fees shall be paid out of the Service Investigation Fee under subsection 4(c) above.

(c) The consulting engineer shall submit to the District a set of detailed plans and specifications, and cost estimates for the project, including but not limited to facilities, waterline extensions, and costs for the District to acquire raw water rights.

(d) The consulting engineer shall ensure all facilities for any applicant meet the demands for service as platted and/or requested in the plans or plat submitted by the applicant. The District reserves the right to upgrade and/or oversize the planned service facilities to meet future customer demands on condition that the applicant shall be reimbursed the additional expense of such upgrading and/or oversizing in excess of the applicant's facility requirements.

(e) Water line size and location will be determined by the District's engineer, whose determination is final; provided, however, that the water line size along Farm-to-Market Roads, Highways, Interstates and Service Roads shall be a minimum of 12 inches (12”) internal diameter (I.D.), and that all other water lines shall be a minimum size of 8 inches (8”) I.D. [Minimum 8” water line size adopted by the District’s Board of Directors at its regular meeting on August 21, 2001]

(f) All water line material fittings shall conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) standard 61 and must be certified by an organization accredited by ANSI and not less than ASTM-D2241 Class 200.

(g) Any water line extensions constructed by a developer shall be constructed completely across (property line to property line) the side of the subdivision or development which is contiguous and adjacent to the road or street on which the main entrance to the project is located.

(h) The water system shall be designed to afford effective circulation of water with a minimum of dead ends. All dead-end mains shall be provided with acceptable flush valves and discharge piping. All dead-end lines less than two inches (2") in diameter will not require flush valves if they end at a customer service connection. Where dead ends are necessary as a stage in the growth of the system, they shall be located and arranged to ultimately connect the ends to provide circulation. [See 30 TAC § 290.44(d)(6)].

(i) Any applicant or customer who requires dedicated fire line on private property is also responsible for the installation of a vault with double-check backflow device and detector check valve, and all valves as required by the District, in addition to other requirements provided in this Rate Order. Use of dedicated fire lines for any purpose other than fire protection is prohibited; violation of such prohibited use is subject to disconnection, removal of tap, fees, fines, and other consequences as provided in this Rate Order and by law.

6. Payment of Fees Required. An applicant for non-standard service shall pay the Service Investigation Fee required when submitting the Non-Standard Service Application, in accordance with Section G.2 of this Rate Order. The Non-Standard Service Contract must be executed by the District and the owner of the property and, if applicable, the developer; and the owner and/or developer, if applicable, shall pay their respective fees and costs to the District as required in the Non-Standard Service Contract.

7. High Density Developments. The District reserves the right to declare a subdivision or development to be a "High Density Development." The District may determine that a project is a High Density Development based on lot sizes, the total number of lots or living units in the project, or both. The determination of whether a project is a High Density Development is within the sole discretion of the District. In the event the District declares that a project is a High Density Development, then the following regulations will apply:

(a) Off-Site Construction Costs.

(1) "Off-Site Construction Costs" are the costs to construct an adequate pipeline to serve a project of at least eight inch (8") I.D. in size from a point to be determined by the District to and across the frontage of the project. An applicant for service to a High Density Development project shall pay the Off-Site Construction Costs pursuant to a Non-Standard Service Agreement and/or Three-Way Contract by and between the applicant and District.

(2) In the event that all or a portion of any unallocated capacity in an existing pipeline previously constructed to serve a High Density Development or subdivision is utilized to transmit water to a subsequent project, then the applicant shall pay to the District the unrecouped construction costs of the line. Payment shall be made upon execution of a Non-Standard Service Agreement. The construction costs of a new pipeline, if any, will be paid in the manner stated in the previous paragraph.

(3) In the event that water is transmitted to the project through a pipeline on which all construction costs have been recouped, then no Off-Site Construction Costs relating to the pipeline will be charged.

(b) Reserved Service Fee. In order for an applicant to continue to reserve capacity within a water pipeline that was built pursuant to this subsection, the Reserved Service Fee established by Section G.7 of this Rate Order must be paid by the applicant. The applicant must pay the Reserved Service Fee each month for each lot in the project until the District is paid a deposit from the purchaser of a lot within the project. In the event that the Reserved Service Fee is not timely paid, the District will not be obligated to continue to reserve capacity for the project.

(c) Conflict. If any other provision in this Rate Order conflicts with a provision of this subsection, then the provisions of this subsection will control. The determination of a conflict will be in the sole discretion of the District.

8. Non-Standard Service Contract. The property owner, and developer (if applicable), requesting or requiring non-standard service shall be required to execute a written Non-Standard Service Contract prepared by the District's attorney. The District shall prepare and deliver the Non-standard Service Contract to the Applicant within a reasonable time period as determined by the complexity of the project. The Non-standard Service Contract shall define the terms of service prior to construction of required service facilities for a project. The Non-standard Service Contract may include, without limitation, provisions for the following:

(a) payment of all costs associated with required administration, design, construction and inspection of facilities for water service to the project;

(b) procedures by which the applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project;

(c) amount and payment of capital contributions required by the District in addition to other costs required under this Section, including but not limited to raw water rights required for the project;

(d) reservation of service capacity for the applicant and duration of reserved service with respect to the impact the applicant's service demand will have upon the District's water system capability to meet other service requests;

(e) terms by which the applicant shall indemnify the District from all third party claims or lawsuits arising from or related to the project;

(f) terms by which the applicant shall dedicate all constructed service facilities to the District and by which the District shall assume operation and maintenance responsibility, including any enforcement of warranties related to construction of the service facilities;

(g) terms by which the applicant shall grant title or easements to the District for right-of-ways, constructed service facilities, and service facility sites, and/or terms by which the applicant shall provide for the securing of required right-of-ways and sites;

(h) terms by which the Board of Directors shall review and approve any applicable Non-standard Service Contract, or any other contract related to the project pursuant to current rules, regulations and policies of the District; and

(i) terms by which the District may administer the applicant's project with respect to:

(1) the design of the applicant's water service facilities;

(2) securing and qualifying bids;

(3) selection of a qualified bidder for construction;

(4) execution of the contract;

(5) dispensing advanced funds for construction of facilities and any costs to acquire raw water rights required for the applicant's service;

(6) inspecting construction of facilities; and

(7) testing facilities and closing the project.

The District and applicant must execute a Non-standard Service Contract before commencing construction of service facilities for a project. In the event that an applicant commences construction of any water service facilities prior to execution of the contract, the District may refuse to provide service to the applicant (or require full costs of replacing/repairing any facilities constructed without prior execution of the contract from any person buying a lot or home from applicant), require that all facilities be uncovered by the applicant for inspection by the District, require that any service facilities not approved by the District be replaced, or take any other lawful action determined appropriate by the Board of Directors.

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

(a) If the District determines that right-of-way easements or facility sites outside the applicant’s property are required, the applicant shall secure easements or title to the right-of-way or facility sites in behalf of the District. All right-of-way easements and property titles shall be researched, validated, and recorded by the District at the expense of the applicant.

(b) All costs associated with facilities that must be installed in public right-of-ways on behalf of the applicant, due to the inability of the applicant to secure private right-of-way easements, shall be paid by the applicant. Alternatively, applicant shall pay all costs, including legal and other professional fees, and the condemnation award in the event the District secures such private easements or facility sites through eminent domain proceedings. Any request of applicant to the District to commence eminent domain proceedings shall be made in writing. The District reserves the right to secure right-of-way easements or facility sites by eminent domain on its own initiative.

(c) The District shall require an exclusive dedicated right-of-way on the applicant's property (as required by the size of the planned facilities and as determined by the District) and title to property required for other on-site facilities.

(d) Easements and facilities sites shall be prepared for the construction of the District's pipeline and facility installations in accordance with the District's requirements and at the expense of the applicant.

10. Contractor Selection & Qualification. Applicants shall choose one of the following methods for selection of a contractor to construct line extensions and/or water distribution facilities required by the District to serve a development or project:

(a) the applicant may select a qualified contractor from the District's list of approved contractors; or

(b) the applicant may select a qualified contractor subject to the District's review and approval. The applicant shall provide references to the District for its review. The District reserves the right to reject any contractor selected by the applicant.

11. Construction.

(a) All road work shall be completed in accordance with applicable state, county and/or municipal standards prior to construction of project service facilities to avoid future problems resulting from road right-of-way excavation and completion. 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 service facilities.

(b) The District shall, at the expense of the applicant, inspect the service facilities to ensure compliance with District standards.

(c) Construction plans and specifications shall be strictly adhered to, but the District reserves the right to revise any specifications by change-order due to unforeseen circumstances during the design phase or to better facilitate construction and/or operation of the project service facilities. All change-order amounts shall be charged to the applicant.

12. Dedication of Service Facilities. The District shall conduct initial inspections of the installed on-site and off-site service facilities for initial approval and acceptance, and applicant shall remain responsible for any damages to any service facilities until all other utilities, including but not limited to telephone, electric, gas, and cable, are installed. Upon proper completion of construction of an applicant's on-site and off-site service facilities, applicant shall have the service facilities tested and provide results to the District for final inspection and approval thereof, and applicant's payment to the District of all required fees and charges in connection therewith, the applicant shall dedicate the service facilities to the District by an appropriate legal instrument approved by the District's attorney, and the District shall accept the dedication. The District shall thereafter own the service facilities subject to applicant's maintenance bond in an amount of not less than twenty percent (20%) of the total construction cost of the service facilities and for a term of not less than two (2) years. The maintenance bond is subject to prior approval by the District's attorney.

13. Service within Subdivisions. The District's objective to provide service to any customer located within a subdivision governed by this section is strictly limited to the non-standard service specified by an applicant. The applicant is responsible for paying for all

costs necessary to provide non-standard service to a subdivision as determined by the District under the provisions of this Rate Order, and in particular, the provisions of this section. Should the applicant fail to pay these costs, the District has the right to require payment of these costs by any one or more of the persons purchasing lots within such subdivision before the District is obligated to provide water service to the subdivision. In addition, the District may elect to pursue any remedies provided by the Non-Standard Service Contract and the laws of Texas.

14. Service to a Campus Development. It is the District's policy that service to a development that has multiple facilities on a single site, such as an educational, religious, or corporate campus, will be through one or more large meters located on the outer perimeter of the campus development, the specifications of which must be approved in writing by the District's engineer. All internal water distribution lines, fire hydrants and other water supply facilities on the customer's side of the large meter(s) will be owned, operated and maintained by the owner or owner(s) of the facilities served through such perimeter meter(s).

15. Pro-Rata Reimbursement. The District may from time to time negotiate and enter into a pro-rata reimbursement agreement with a project applicant in accordance with the following provisions:

(a) the District's consulting engineer shall review each non-standard service application and advise the District as to whether a pro-rata reimbursement agreement is appropriate under the circumstances of each project;

(b) the project applicant (or "constructing applicant") must pay for the costs to oversize off-site service facilities to the District's water system by escrowing such costs after a bid is awarded by the District to the contractor;

(c) the constructing applicant must comply with a District requirement to oversize the off-site service facilities, the waterline sizes of which shall be determined by the District’s consulting engineer, to service future growth not generated by the constructing applicant's project;

(d) developers of subdivision projects that connect to the off-site service facilities ("connecting applicants") will pay a pro-rata reimbursement fee to the District, where the amount reimbursed to the constructing applicant shall be based per standard meter (5/8” x 3/4”) connection requested by connecting applicants utilizing the oversized off-site service facilities and shall be calculated by the District’s consulting engineer dependent on the constructing applicant’s actual cost to construct the oversized off-site service facilities, the number of new connections being requested by the connecting applicant, and the capacity of the off-site service facilities, including but not limited to any fireflow requirements by the appropriate juridiction or at minimum as required by the TCEQ, available at the time of the request;

(e) the District will not collect pro-rata reimbursement fees from an applicant who requests standard residential service to a single tract or parcel of land;

(f) the District shall assess a five percent (5%) administrative fee for the administration of pro-rata fees collected by the District from subsequent connecting applicants, which shall be deducted from pro-rata reimbursements before remittance to the constructing applicant; and

(g) the pro-rata reimbursement agreement may be a separate agreement or an amendment to the non-standard service agreement between the District and the constructing applicant and shall contain the following items:

(1) the term of the agreement shall not exceed three (3) years;

(2) reimbursement shall not be for more than fifty percent (50%) of the actual cost of the off-site improvement constructed; and

(3) the amount per standard meter (5/8” x 3/4") connection available for reimbursement to the constructing applicant as calculated by the District’s consulting engineer.

SECTION G.

RATES AND SERVICE FEES

UNLESS SPECIFICALLY DEFINED IN THIS RATE ORDER, ALL FEES, RATES, AND CHARGES AS STATED SHALL BE NON-REFUNDABLE.

1. Classes of Users. All users of the District's water services shall be grouped into one of the following classes:

(a) Residential users, consisting of residential users located within the District; or

(b) Commercial users, consisting of users located within the District to which service to a non-residential structure is provided; and/or

(c) Irrigation users, consisting of users located within the District to which irrigation service is provided.

Water charges will be assessed in such a manner that each class of users generally pays its share of debt service and operation and maintenance expenses for water service. The District may create additional classes of users in the future at its discretion.

All classes of users may be grouped into sub-classes according to the meter size provided to their residence and/or commercial establishment or for irrigation.

2. Service Investigation Fee. The District shall conduct a service investigation for each service application submitted to the District. An initial determination shall be made by the District, without charge, as to whether the request is for standard or non-standard service. An investigation shall then be conducted by the District and the results reported under the following terms:

(a) Standard Service Requests. All standard service requests for new standard service shall be subject to a Service Investigation Fee in the amount of **$250.00**. All requests for standard service to property where service previously existed shall be investigated without charge. All applicable costs for providing service shall be quoted in writing to the applicant within twenty (20) working days of application.

(b) Non-standard Single Service Requests for Residential or Irrigation Service. All non-standard single service residential requests for a meter larger than a 5/8" x 3/4" meter and all irrigation meter service requests shall be subject to a Service Investigation Fee in the amount of **$300.00**. The District may charge a Service Investigation Fee appropriate to the property and of sufficient amount to cover all administrative, legal and engineering costs associated with an investigation of the District's ability to provide service to the applicant's property, which may include:

i. presenting detailed plans and specifications as per final plat;

ii. providing other services as required by the District for such investigation.

(c) Non-standard Service Requests for Commercial, Industrial, Developer, or Subdivision. All non-standard service requests for meter(s), other than requests as defined in Sections G.2(a) and G.2(b) above, shall be subject to a Service Investigation Fee in the amount of **$3,000.00**, plus **$10.00** for each service connection in excess of twenty (20) service connections, unless the District determines otherwise, in which case the District shall charge a Service Investigation Fee appropriate to the project and of sufficient amount to cover all administrative, legal and engineering costs associated with an investigation of the District's ability to provide service to the applicant's project, which may include:

(1) providing cost estimates of the project;

(2) presenting detailed plans and specifications as per required plat;

(3) advertising and accepting bids for the project;

(4) preparing a Non-Standard Service Contract between the District and applicant; and

(5) providing other services as required by the District for such investigation.

A Non-Standard Service Contract shall be presented to the applicant within a suitable amount of time as determined by the complexity of the project.

(d) Fire Hydrant & Fire Line Service Requests. All requests for fire hydrant and fire lines shall be subject to a Service Investigation Fee in the amount of **$500.00**.

3. Deposits.

(a) Initial Payment and Amount. At the time an application for service is approved, the applicant shall pay a Deposit to be held by the District, without interest, until settlement of the customer's final bill. The Deposit will be used to offset unpaid charges or bills.

(1) The Deposit for residential and irrigation water service is **$100.00** for each service meter.

(2) An additional **$60.00** Deposit will be charged for residential water service for an applicant who will receive sewer and garbage service from the City of Waxahachie, which will be billed by the District.

(3) An additional **$40.00** Deposit will be charged for residential water service for an applicant who will receive only garbage service from the City of Waxahachie, which will be billed by the District.

(4) An additional **$80.00** Deposit will be charged for residential water service for an applicant who will receive sewer service from the City of Red Oak.

(5) The Deposits for commercial and nonresidential water service, including Master Metered Accounts, shall not exceed an amount equivalent to one-sixth of the estimated annual billings as determined by the District.

(b) Commercial and Nonresidential Customers. If actual monthly billings of a commercial or nonresidential customer are more than twice the amount of the estimated billings at the time service was established, a new deposit amount may be calculated and an additional deposit may be required to be made within fifteen (15) days after the issuance of written notice.

(c) Applicants 65 Years of Age or Older. No deposit may be required of a standard service applicant who is 65 years of age or older if the applicant does not have a delinquent account balance with the District or another water utility.

(d) Reestablishment of Deposit. Every service applicant who has previously been a customer of the District and whose service has been discontinued for nonpayment of bills, meter tampering, bypassing of meter or failure to comply with applicable state regulations or regulations of the District shall be required, before service is resumed, to pay all amounts due the District or execute a deferred payment agreement, if offered, and shall be required to pay a deposit if the District does not currently have a deposit from the customer.

(e) Refund of Deposit. If service is not connected, or after disconnection of service, the District shall refund the service applicant's or customer's deposit, if any, in excess of the unpaid bills for service furnished. In the event that a surplus of Five Dollars (**$5.00**) or more exists after the final bill is paid, the balance of the Deposit will be paid to the customer within forty-five (45) days provided the customer has given the District notice of a forwarding address. All requests for Deposit refunds must be made to the District within ninety (90) days of termination of service. In the event that an outstanding balance exists after the Deposit is applied, the District shall attempt to collect the outstanding balance by all lawful means available.

4. Easement Fee. When the District determines that private right-of-way easements and/or easements for facility sites are necessary to provide service to an applicant, the applicant shall be required to make a good faith effort to secure such easements on behalf of the District or pay all costs incurred by the District to validate, clear and obtain such easements, including but not limited to legal fees and court costs, in addition to other fees required under this Rate Order to initiate service. [See Sections E.2(c)(2) and F.7(a)].

5. Connection Fee. The District shall charge a Connection Fee for service as follows:

(a) Standard Residential, Irrigation, and Non-Standard Commercial Service. The Connection Fee for standard, irrigation, and non-standard commercial service shall include all labor, materials for construction, installation, or inspection of a tap or connection to the District's water system, including all necessary service lines up to and including the meter. The Connection Fee shall be charged on a per meter basis in the following amounts:

Meter Size	***Connection Fee***
5/8" x 3/4"	$4,500.00
3/4" x 3/4"	$6,750.00
1"	$11,250.00
1½"	$22,500.00
2"	$36,000.00
3"	$78,750.00
4"	$135,000.00
6"	$281,250.00
8"	$360,000.00
10”	$517,500.00
12”	$967,500.00
A3 1"	$11,250.00
A5 2"	$36,000.00

For meter sizes larger than 5/8" x 3/4" the District will charge the applicant for the cost of the larger meter and the cost of a standard 5/8" x 3/4" meter together with the increased cost of large valves, meter box or vault and the additional or increased cost of any ancillary materials that are necessary for the installation of a larger meter, which are included in the amounts above.

(b) Subdivision Projects. The Connection Fee for non-standard water to land that is being developed pursuant to the Texas Local Government Code, which at the time of platting was not being provided with water service by the District, shall include but not be limited to, the supply, pumping, storage and treatment capacity required for the Development compared to the amount of unrestricted capacity available in the District’s system.

(1) The Connection Fee amount shall be determined as follows:

(A) where Developer is installing on-site water lines or facilities and taps for the connections, as approved by the District, Developer shall pay to the District the Connection Fee for the requested meter size as provided in Section 5(a) above, **less $900.00** per meter; or

(B) where the water lines or facilities and taps for the connections have previously been installed and approved by the District, Developer shall pay to the District the Connection Fee for the requested meter size as provided in Section 5(a) above, **less $500.00** per meter.

(2) The Connection Fee under Section G.5(b)(1) excludes the meter set fee of $500.00, customer deposit of $100.00, Customer Service Inspection (CSI) fee of $50.00 for each single-family residential meter or $100.00 for non-residential meter, provided, however, the District will charge a CSI fee of $20.00 per unit for multi-family, commercial, medical, or other facilities with five (5) or more units, and the sewer and/or garbage deposit fee as determined, and if required by the applicable city with proper jurisdiction.

Prior to the installation of any facilities to which Non-Standard Connection Fees apply, the applicant shall execute a non-standard service contract (NSC) with the District, and pay the Connection Fee and other fees and costs in accordance with the terms of the NSC.

(c) Extraordinary Expenses.

(1) *Generally.* Extraordinary expenses such as road bores, street crossings, system improvements and pipeline extension and/or relocations under Section E.2(b)(6) may be added to the Connection Fee and shall be paid by the applicant.

(2) *Street Crossings.* The fee for crossing under a street or county road with a service line is **$1,000.00** or the actual cost, whichever is greater. The fee for crossing under a state highway with a service line is **$1,800.00** or the actual cost, whichever is greater.

6. Activation Fee. When water service is requested by an applicant or customer to an existing meter located on property previously served by the District, the applicant or customer will pay an Activation Fee of **$50.00**, plus the other applicable fees below, to the District, prior to the District reactivating water service.

(a) Deposit required. in addition to the Activation Fee, an applicant or customer will pay a Deposit to the District prior to the applicant or customer receiving water service on a property to be served by the District.

(b) Re-Service Fee. When water service is requested by an applicant or customer to a property that has previously received water service from the District but no longer has a meter installed in an existing meter box, the applicant or customer will pay a Re-Service Fee of **$500.00**, together with the Activation Fee and Deposit as mentioned above, to the District, prior to the District installing a water meter and the property receiving water service.

7. Monthly Charges.

(a) Base Rate. The Base Rate is that portion of a customer's monthly bill which is paid per meter for the opportunity of receiving utility service, excluding standby fees and reserved service charges, which does not vary due to changes in service consumption. The District's monthly Base Rates for water service and meter size equivalents for Residential, Irrigation, and Commercial meters are as follows:

METER SIZE	MONTHLY RATE
5/8 x 3/4"	$27.50
3/4" x 3/4"	$41.30
1"	$68.80
1½"	$137.50
2"	$220.00
3"	$481.30
4"	$825.00
6"	$1,718.00
8"	$2,200.00
10”	$3,162.50
12”	$5,912.50
A3 1"	$68.80
A5 2"	$220.00
Fire Hydrant meter	$220.00

(b) Gallonage Charge. In addition to the Base Rate, customers shall pay a Gallonage or volumetric rate at the following rates for water usage during anyone (1) billing period:

Residential Service

1 to 10,000 gallons	$5.00 per thousand gallons
10,001 to 20,000 gallons	$6.60 per thousand gallons
20,001 to 30,000 gallons	$8.45 per thousand gallons
Over 30,000 gallons	$9.75 per thousand gallons

Irrigation Service

1 to 10,000 gallons	$5.00 per thousand gallons
10,001 to 20,000 gallons	$6.60 per thousand gallons
20,001 to 30,000 gallons	$8.45 per thousand gallons
Over 30,000 gallons	$9.75 per thousand gallons

Commercial Service

0 to 10,000 gallons	$5.00 per thousand gallons
10,001 to 20,000 gallons	$6.60 per thousand gallons
20,001 to 30,000 gallons	$8.45 per thousand gallons
30,001 to 50,000 gallons	$9.75 per thousand gallons
50,001 to 150,000 gallons	$9.75 per thousand gallons
Over 150,000 gallons	$9.75 per thousand gallons

ROCKETT SPECIAL UTILITY DISTRICT WHOLESALE WATER RATES

Distribution Wholesale Customer	Rate per 1,000 gallons
City of Ferris	$6.95
City of Palmer	$6.95
Rural Bardwell WSC	$6.95

Transmission Wholesale Customer	Rate per 1,000 gallons
Sardis Lone Elm WSC	$5.61

Bulk Water	Rate per 1,000 gallons
Bulk Water Rates	$8.30

(c) Reserved Service Fee. The District shall assess a monthly Reserved Service Fee for each active account at a specific location for which a meter has not been installed but for which the District and an applicant have entered into a service agreement or Non-Standard Service Contract. This monthly charge shall be based on the District's fixed costs to service the applicant's dedicated facilities on a per service unit basis. This charge reserves service to the applicant's real property designated to receive service. This fee is determined by deducting **$3.00** from the applicable Base Rate.

(d) Regulatory Assessment. In accordance with TCEQ regulations, the District shall collect from each customer a regulatory assessment equal to 0.5% of the monthly charges collected by the District for water utility service. [See 30 TAC § 291.76(d)(3)].

8. Standby Fee. The monthly charge imposed on undeveloped property (a tract, lot or reserve in the district to which no water or wastewater connections have been made and for which water facilities and services are available). Upon adoption by the Board of Directors and approval by the TCEQ, the District shall charge a Standby Fee to owners of undeveloped property.

9. Late Payment Fee. Except for bills to political subdivisions and state agencies, a one-time penalty of **$5.00** or **5.0%**, whichever is larger, shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period. Political subdivisions and state agencies shall be assessed a late penalty of 1% on any amount unpaid on the 46th day after a bill or statement for service furnished is received by the state agency or political subdivision and an additional 1% shall be assessed for each month thereafter that the bill remains unpaid. [See Gov't Code Chapter 2251]

10. Owner Notification Fee. The District may, at the expense of the customer, notify said customer of a tenant's delinquent account status prior to disconnection of service. The District shall charge **$15.00** per notification.

11. Returned Check Fee. In the event a check, draft, or any other similar instrument is given by any person for payment of services provided for in this Rate Order, 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 **$35.00**. [See Appendix C, Form C-08].

12. Delinquent Fee. If any past due amount, greater than **$20.00** is not received by the due date on the "Past Due Notice", then service is subject to immediate meter lock for non-payment. A delinquent fee of **$50.00** will be assessed on the scheduled meter lock day per billing cycle. The past due amount and the delinquent fee are required to be paid before service is restored. Service will be restored during normal business hours only. If there are extenuating circumstances that require service to be restored after hours, the After Hours Service Trip Fee will also be charged as provided by Section G.14 below.

13. Service Trip Fee. If a service trip to a customer's meter during regular business hours is requested by a customer or deemed necessary by the District, then a **$50.00** fee will be charged to the customer's account.

14. After Hours Service Trip Fee. If an after hour's service trip to the customer's meter is deemed necessary by the District, a **$75.00** fee will be charged to the customer's account.

15. Equipment Damage Fee. The District shall charge for all labor, material, equipment, and all other actual costs necessary to repair or replace all equipment damaged due to negligence, theft or removal, meter tampering or bypassing, reconnecting service without authority or other service diversion. The utility may charge for all actual costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of such charges shall be provided to the customer. In cases of meter tampering or service diversion, the District may disconnect the service of a customer and impose a **$100.00** tampering fee for the 1st offense and **$200.00** for any additional offenses. The tampering fee will be in addition to other equipment damage fees. In cases of meter tampering or service diversion, the District may disconnect the service of a customer refusing to pay damage charges. [See 16 TAC § 24.167(b)(4)].

16. Customer History Report Fee. The District does not charge a fee to provide a copy of the customer's record of past water purchases in response to a customer's request for such a record.

17. Meter Test Fee. The District shall test a customer's meter upon written request of the customer and a Meter Test Fee of **$50.00** shall be imposed on the affected account.

18. Meter Relocation Fee. The fee for moving a meter from one location to another under the terms of Section E.24 shall be **$500.00** and for a maximum of 15 feet. If more

than 15 feet is required, a new tap may be required with associated fees. During removal of the meter intended for relocation the District shall also remove the existing service tap.

19. Temporary Service Fee. Temporary service is defined as service requested for purposes of inspection or clean up following construction on the property and expires at the end of thirty (30) days from the date requested. Prior to providing temporary water service, the District shall charge a non-refundable Temporary Service Fee of **$75.00**. Temporary service customers will be charged the current gallonage charge per thousand gallons of water used. In the event an additional thirty (30) days is required, the customer will be charged an additional non-refundable Temporary Service Fee of **$75.00**. [See Appendix C, Form C-19]. Temporary service may not exceed a total of sixty (60) days.

20. Hydrant Meter Service. All water taken from District owned hydrants and flush valves must be metered through a District supplied hydrant meter connected to a backflow prevention device (either a reduced pressure zone device (RPZ) or double-check valve). Hydrant service applicants must complete a Hydrant Meter Service Application and Agreement and pay a **$2,500.00** deposit, which is refundable upon return of the hydrant meter and backflow prevention device less any outstanding service charges or costs to repair damage to the hydrant meter and backflow prevention device caused by customer. Hydrant meter service customers shall pay a monthly base rate in the amount of **$200.00**. plus the current bulk water gallonage charge per thousand gallons of water used. A **$50.00** backflow device testing fee will be applied to the first month's bill. [See Appendix C, Form C-20]. The District reserves the right to remove or retrieve a hydrant meter at any time and without notice to the hydrant meter service customer for any failure by the customer to comply with applicable District service polices or the Hydrant Meter Service Application and Agreement.

21. Non-Disclosure Fee. A fee of **$2.00** may be assessed to any customer who requests in writing that personal information under the terms of this Rate Order not be disclosed to the public.

22. Information Disclosure Fee. All public information, except that which has been individually requested as confidential, shall be available to the public for a fee to be determined by the District based on the level of service and costs to provide such information, but not to be inconsistent with the terms of the Texas Publication Information Act, Chapter 552, Texas Government Code (f/k/a Texas Open Records Act).

23. Customer Service Inspection Fee.

(a) Residential. At the time service is requested, a customer service inspection fee of **$50.00** per single-family residential meter will be assessed to the applicant. An additional **$50.00** will be assessed for each additional inspection required.

(b) Non-residential, less than five (5) units. At the time service is requested, a customer service inspection fee of $**100.00** per non-residential lot or meter serving less than five units, including but not limited to commercial and irrigation, will be assessed to the applicant. An additional **$100.00** will be assessed for each additional inspection required.

(c) Non-residential, five (5) or more units. At the time service is requested, a customer service inspection fee of $**20.00 per unit** for buildings, structures, or lots with five or more units, including but not limited to multi-family, commercial, medical, or other facilities. An additional **$20.00** will be assessed for each additional inspection required.

24. Franchise Fee Assessment. A fee of **5.0%** of the amount billed for water service will be assessed each customer whose meter is located inside the corporate limits of a municipality that imposes a franchise tax on the District.

25. Additional Assessments. In the event any federal, state or local government imposes on the District a "per meter" fee or an assessment based on a percent of water charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.

26. Fire Hydrant Fee. The District shall charge a fee of **$6,500.00** or the actual cost of the fire hydrant together with any and all other actual costs associated, whichever is greater, for each fire hydrant requested.

27. Preliminary Hydraulic Inquiry Fee. The District shall charge a fee of **$750.00** to a prospective purchaser of property within the District's CCN for an inquiry regarding water availability to that property, which must be paid in full prior to receiving a response from the District. [See Appendix C, Form C-25].

28. Utility Encroachment Application Fee. The District shall charge a fee of **$3,000.00** to a utility requesting usage of a portion of an easement granted to the District, where the fee must be paid in full prior to receiving a response from the District. In the event that the District incurs fees in the total amount greater than the Utility Encroachment Application Fee to effectuate the utility's encroachment, the utility must pay any and all additional costs prior to the execution of an encroachment agreement, in order to reimburse the District for such costs. [See Appendix C, Form C-26].

29. Other Fees. All services outside the normal scope of utility operations that the District may be compelled to provide at the request of a customer shall be charged to the recipient based on the cost of providing such service.

30. Fees Non-refundable. All fees, rates and charges contained in this Rate Order are non-refundable unless expressly stated otherwise.

SECTION H.

DROUGHT CONTINGENCY PLAN FOR RETAIL AND WHOLESALE WATER CUSTOMERS

1. **Declaration of Policy, Purpose, and Intent.** In order to conserve the available water supply and protect the integrity of its water district facilities, with particular regard for domestic water use, sanitation, and fire protection and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, Rockett Special Utility District (also to be referred herein as the "District") hereby adopts the following regulations and restrictions on the delivery and consumption of water by retail/wholesale water customers of the District.

Water uses regulated or prohibited under this Drought Contingency Plan ("Plan") are considered to be non-essential, and the continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water, which subjects the offender(s) to penalties as defined in Section 11 of this Plan.

2. **Public Involvement.** Rockett Special Utility District provided opportunities for the public and wholesale water customers to provide input into the preparation of this Drought Contingency Plan by means of complaints and issues presented to District staff over the previous drought situations.

3. **Water Customer Education.** Rockett Special Utility District will periodically provide wholesale water customers with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of providing a copy of the Drought Contingency Plan via the District's website, brochures on water conservation, and methods to conserve water. The District will include a provision in every wholesale water contract entered into or renewed after adoption of this Plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code § 11.039.

4. **Coordination with Regional Water Planning Groups.** The water service area of Rockett Special Utility District is located within the Region C Water Planning area, and the District has provided a copy of this Plan to North Texas Municipal Water District.

5. **Authorization.** The General Manager of the District, including any person designated by the General Manager to act on the General Manager's behalf under this Plan, is hereby authorized and directed to implement the applicable provisions of this Plan upon determining that such implementation is necessary to protect public health, safety, and welfare. The General Manager shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan. Any reference to the General Manager in this Plan includes any person designated by the General Manager to act on the General Manager's behalf under this Plan.

6. **Application**. The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by Rockett Special Utility District. As used in this Plan, the terms "person" and "customer" include individual(s), corporations, partnerships, associations, and all other legal entities. The first two contingency plan stages in this Plan (Mild and Moderate) reflect voluntary conservation actions. The remaining two stages (Severe and Emergency) impose mandatory and increasingly restrictive limits on water usage.

7. **Definitions.** For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes, such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities, such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water, so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by Rockett Special Utility District.

Domestic water use: water use for personal needs or for household or sanitary purposes, such as drinking, bathing, heating, cooking, sanitation, or cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way, and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

(a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this Plan;

(b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle;

(c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(d) use of water to wash down buildings or structures for purposes other than immediate fire protection;

(e) flushing gutters or permitting water to run or accumulate in any gutter or street;

(f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

(g) use of water in a fountain or pond for aesthetic or scenic purposes, except where necessary to support aquatic life;

(h) failure to repair controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(i) use of water from hydrants for construction or any other purposes other than fire fighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

8. **Criteria for Initiation and Termination of Drought Response Stages.** The General Manager shall monitor water supply and demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Customer notification of the initiation or termination of drought response stages will be made by mail or telephone. The triggering criteria described below are based on previous experience and statistical data acquired over the last 40 years. Rockett Special Utility District has had a Plan in the past, but contracts have contained specific language for conservation and usage reduction for its customers when conditions warrant the need to do so or when the District's wholesale providers initiate their Drought Contingency Plan.

The General Manager may decide not to order the implementation of a drought response stage or water emergency, even though one of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of year, weather conditions or utilization of alternative water supply sources (example: purchased water).

Stage 1 Triggers - MILD Water Shortage Conditions

Requirements for Initiation: Rockett Special Utility District will recognize that a mild water shortage condition exists when total daily water demands equals or exceeds 80% of the safe operating capacity of 10 million gallons per day for 3 consecutive days.

Requirements for Termination: Stage 1 of the Plan may be terminated when all of the conditions listed as triggering events cease to exist for a period of 30 consecutive days. Rockett Special Utility District will notify its customers of the termination of Stage 1 in the same manner as the notification of the initiation of Stage 1 of the Plan.

Stage 2 Triggers - MODERATE Water Shortage Conditions

Requirements for Initiation: Rockett Special Utility District will recognize that a moderate water shortage condition exists when the total daily water demands equals or exceeds 90% of the safe operating capacity of 11 million gallons per day for 3 consecutive days.

Requirements for Termination: Stage 2 of the Plan may be terminated when all of the conditions listed as triggering events cease to exist for a period of 30 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative. Rockett Special Utility District will notify its customers of the termination of Stage 2 restrictions in the same manner as the notification of the initiation of Stage 2 of the Plan.

Stage 3 Triggers - SEVERE Water Shortage Conditions

Requirements for Initiation: Rockett Special Utility District will recognize that a severe water shortage condition exists when the total daily water demands equals or exceeds 100% of the safe operating capacity of 12 million gallons per day for 3 consecutive days.

Requirements for Termination: Stage 3 of the Plan may be terminated when all of the conditions listed as triggering events cease to exist for a period of 30 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative. Rockett Special Utility District will notify its customers of the termination of Stage 3 restrictions in the same manner as the notification of the initiation of Stage 3 of the Plan.

Stage 4 Triggers - EMERGENCY Water Shortage Conditions

Requirements for Initiation: Rockett Special Utility District will recognize that an emergency water shortage condition exists when a major water line breaks; pump or system failures occur, which causes unprecedented loss or capacity to provide water service; or natural or man-made contamination of the District's water supply sources occurs.

Requirements for Termination: Stage 4 of the Plan may be terminated when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative. Rockett Special Utility District will notify its customers of the termination of Stage 4 restrictions in the same manner as the notification of the initiation of Stage 4 of the Plan.

9. **Drought Response Stages.** The General Manager will monitor water supply and demand conditions and, in accordance with the triggering criteria stated in Section 8 of this Plan, will determine when a mild, moderate, severe, or emergency water shortage condition exists and will implement the following actions:

Stage 1 Response - MILD Water Shortage Conditions

Target: Achieve a 20% reduction in total water use.

Best Management Practices for Supply Management: Inform the public to look for ways to voluntarily reduce water use; and notify wholesale, commercial, and other non-standard customers of the situation and request voluntary water use reductions.

Water Use Restrictions for Reducing Demand:

The General Manager may contact the District's wholesale customers to discuss the water supply and demand conditions and request that the District's wholesale water customers initiate voluntary measures to reduce water use by implementing Stage 1 of their drought contingency plans.

Stage 2 Response - MODERATE Water Shortage Conditions

Target: Achieve a 20% reduction in total water loss.

Best Management Practices for Supply Management: Continue voluntary usage under Stage 1 response. For all service addresses ending with an even number address, the suggested schedule for outside watering is Mondays and Thursdays between the hours of 6:00 p.m. and 10:00 a.m. For all service addresses ending with an odd number address, the suggested schedule for outside watering is Tuesdays and Fridays between the hours of 6:00 p.m. and 10:00 a.m. The General Manager may suggest other forms of reduction in water usage deemed unessential for public health or safety.

Water Use Restrictions for Reducing Demand:

(a) The General Manager may initiate weekly contact with wholesale water customers to discuss water supply and demand conditions and the possibility of pro rata curtailment of water diversions and/or delivery.

(b) The General Manager may request wholesale water customers to initiate mandatory measures to reduce unessential water use and to implement Stage 2 of their drought contingency plans.

(c) The General Manager may make preparations to implement pro rata curtailment of water diversions and/or deliveries by preparing a monthly water usage allocation baseline for each large-volume and wholesale customer of the District, according to the procedures specified in Section 10 of this Plan.

Stage 3 Response - SEVERE Water Shortage Conditions.

Target: Achieve a 20% reduction in total water loss.

Best Management Practices for Supply Management: All non-essential water uses will be completely prohibited. Only water usage required for the protection of public, health, safety, or welfare is permitted.

Water Use Restrictions for Reducing Demand:

(a) The General Manager will contact large-volume and wholesale customers as necessary to discuss water supply and demand conditions and will to require wholesale water customers to initiate mandatory water restrictions by implementing Stage 3 of their drought contingency plans.

(b) The General Manager will initiate pro rata curtailment of water diversions and/or deliveries for each wholesale customer, according to the procedures specified in Section 10 of the Plan.

Stage 4 Response - EMERGENCY Water Shortage Conditions.

Upon determining that an emergency water shortage condition exists as defined in Section 8 of this Plan, the General Manager shall:

(a) assess the severity of the problem and identify the actions needed and time required to solve the problem;

(b) notify the utility director, general manager, or other responsible official of each wholesale water customer by telephone or in person and discuss and require appropriate actions, according to the circumstances;

(c) inform the public to reduce water use until service is restored;

(d) contact municipal, county or state emergency response officials to request assistance, if appropriate;

(e) utilize at least one connection with another water service provider or alternative water source;

(f) undertake necessary actions, including repairs and/or clean-up as needed; and

(g) prepare a post-event assessment report on the incident and critique of emergency response procedures and actions.

10. **Pro Rata Water Allocation.** In the event that the triggering criteria specified in Section 8 of the Plan for Stage 3 - Severe Water Shortage Conditions have been met, the General Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code § 11.039.

(a) **Enforcement.** A violation of any provision of this Plan shall carry a penalty of forfeiture of Security Deposit (**$100.00**) for each violation under Stage 2, Stage 3, and Stage 4 for retail customers. During any period when pro rata allocation of available water supplies is in effect, the District's wholesale water customers shall pay the following surcharges on excess water diversions and/or delivery:

(b) Two times (2x) the normal water charge per thousand gallons in excess of the monthly allocation up to five percent (5%) increase.

(c) Three times (3x) the normal water charge per thousand gallons in excess of the monthly allocation from five percent (5%) through ten percent (10%) above monthly allocation.

(d) Four times (4x) the normal water charge per thousand gallons in excess of the monthly allocation from ten percent (10%) through fifteen percent (15%) above monthly allocation.

(e) Five times (5x) the normal water charge per thousand gallons in excess of the monthly allocation from fifteen percent (15%) and above the monthly allocation.

11. **Variances.**

(a) The General Manager may, in writing, grant a temporary variance to the pro rata water allocation policies provided by this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety, and provided that one or more of the following conditions are met:

(1) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect; and/or

(2) Alternative methods achieve the same level of reduction in water use.

(b) Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the General Manager within five (5) days after pro rata allocation has been invoked. All petitions for variances shall be reviewed by the Board of Directors, and shall include the following:

(1) Name and address of the petitioner(s);

(2) Detailed statement with supporting data and information as to how the

pro rata allocation of water under the policies and procedures established in the Plan adversely affects the petitioner or what damages or harm will occur to petitioner or others if petitioner complies;

(3) Description of the relief requested;

(4) Period of time for which the variance is sought;

(5) Alternative measures the petitioner is taking or purpose to take to meet the intent of this Plan and the compliance date; and

(6) Other pertinent information required by the General Manager.

(c) Variances to this Plan granted by the General Manager shall be subject to the following conditions, unless waived or modified by the General Manager in writing:

(1) Variances granted shall include a timetable for compliance; and

(2) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

(d) No variances shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

12. **Severability.** It is hereby declared to be the intention of the Board of Directors that the sections, paragraphs, sentences, clauses, and provisions of this Plan are severable and, if any section, paragraph, sentence, clause, or provision of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, then such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and provisions of this Plan.

SECTION I.

[RESERVED.]

SECTION J.

WATER CONSERVATION PLAN

1. Declaration of Policy, Purpose and Intent. In order to conserve the available water supply and/or protect the integrity of the water supply facilities, with particular regard for domestic water use, sanitation, fire protection, to protect and preserve public health, welfare, safety and minimize the adverse impacts supply shortage or other water supply emergency conditions. Rockett Special Utility District adopts the following Water Conservation Plan.

Water uses regulated or prohibited under the Water Conservation Plan are considered to be non-essential, and the continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water, which subjects the offender(s) to penalties as referenced in the Drought Contingency Plan.

2. Service Area. Rockett Special Utility District is a water supply district covering 177 square miles with a distribution system consisting of 570 linear miles of pipe. Rockett Special Utility District is currently under contract to purchase treated water from the City of Midlothian (a take or pay for 2.0 mgd per day, but not to exceed 2.5 mgd per day) and Rockett Special Utility District and the City of Waxahachie entered into a joint venture agreement to construct the Robert W. Sokoll Water Treatment Plant ("Sokoll WTP"). The plant capable of treating 20 mgd and is projected to treat up to 80 mgd at total build out. Rockett Special Utility District purchased water rights of 12.55 mgd from the Tarrant Regional Water District that are assigned to be treated at the Sokoll WTP. Rockett Special Utility District currently sells water to the City of Palmer, City of Ferris, City of Red Oak, Rural Bardwell WSC, and Sardis-Lone Elm WSC.

3. Review and Modification of Plan. This Water Conservation Plan will be reviewed and updated, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. Rockett Special Utility District will review and update the next revision of its Water Conservation Plan not later than May 1, 2029 and every five (5) years after that date to coincide with the regional water planning group.

4. Authorization, Implementation, and Enforcement. The Manager, or his/her designee, is hereby authorized and directed to implement and enforce this Water Conservation Plan. The ordinances to adopt the Water Conservation Plan and the Drought Contingency Plan are included.

5. Application. The provisions of this plan shall apply to all persons, customers and property utilizing water provided by Rockett Special Utility District. The terms person and customer as used in the plan included individuals, corporations, partnership, associations, and all other legal entities.

6. Definitions. For the purpose of this plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes, such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities, such as retail establishments, hotels, motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water, or increase the recycling and reuse of water, so that a supply is conserved and made available for future or alternative use.

Customer: any person, company, or organization using water supplied by Rockett Special Utility District.

Domestic water use: water use for personal needs or for household or sanitary purposes, such as drinking, bathing, heating, cooking, sanitation, or cleaning a residence, business, industry, or institution.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicity or privately owned, including residential and commercial lawns, gardens, golf courses, parks, right-of-way, medians and agriculture.

Livestock: water used for all livestock will be available. Water float devices should be monitored for possible problems of overflowing.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

(a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this plan;

(b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle;

(c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(d) use of water to wash down buildings or structures for purposes other than immediate fire protection;

(e) flushing gutters or permitting water to run or accumulate in any gutter or street;

(f) use of water to fill, refill, or add to any indoor or outdoor swimming pool or Jacuzzi-type pools;

(g) use of water in a fountain or pond for aesthetic or scenic purposes, except where necessary to support aquatic life;

(h) failure to repair controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(i) use of water from hydrants for construction or any other purposes other than firefighting.

7. Water Conservation Plan.

(a) Specification of Conservation Goals and Objectives. In accordance with 30 TAC § 288.2(a)(1)(C), the following objectives and five (5) and ten (10) year targets have been established below.

The objectives of this Water Conservation Plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts;
- To reduce the loss and waste of water; and
- To improve efficiency in the use of water.

Five-year targets based on 5-year rolling averages:

(1) Reduce average gallons per capita per day (gpcd) consumption from the current level of 103 gpcd to 100 gpcd.

(2) Reduce the residential average gpcd from the current level of 70 gpcd to 68 gpcd.

(3) Reduce the level of water loss to 18 gpcd from the current average annual level of 16 gpcd.

Ten-year targets based on 5-year rolling averages:

(1) Reduce average gpcd consumption to 97 gpcd.

(2) Reduce the residential average gpcd to 66 gpcd.

(3) Reduce the level of water loss to 14% gpcd.

To accomplish these goals, Rockett Special Utility District will utilize the programs and policies in this plan, such as accurate metering devices, meter testing and replacement, public education, non-promotional water rates, and leak detection and repairs. Areas of the water system in which numerous leaks and line breaks occur are targeted for replacement as funds are available, as well as installation of pressure reducing valves to help in areas of excessive pressure.

(b) Metering. Rockett Special Utility District currently has a customer base of 14,301 active connections, which is about 42,903 population. Rockett Special Utility District is composed of 96% residential and 4% wholesale, commercial and industrial customers. Rockett Special Utility District meters 100% of the connections to the distribution system. Water purchased from the City of Midlothian and the Robert W. Sokoll Water Treatment Plant are read through the SCADA system and read manually on a daily basis. In addition, meters to our wholesale customers are read daily. Meters range from 5/8" to 8". Rockett Special Utility District completed a meter change out program to install digital meters with cellular transmitters. The program consisted of changing out all 5/8" up to 2" meters and was completed in the beginning of 2023. All meters are designed to provide accurate flows to within +/-2%. Additionally, meters are tested upon customer request and replaced if their accuracy is not within AWWA standards. All meters are replaced after 7 to 10 years of service. Meters to our wholesale customers are calibrated and certified on a yearly basis.

(c) Determination and Control of Water Loss. Rockett Special Utility District makes monthly accounting of water delivery efficiencies. At the end of the month, the business office calculates the difference between water purchased to the system and water sold through the meters. This calculation is reduced to a percentage of water losses. This is maintained and reviewed on an annual basis.

(1) Leaks are reported by an employee as well as the general public.

(2) Sizable leaks can be noticed on the SCADA system and attended to as needed.

(3) All leaks are repaired as soon as possible. Water operators continuously inspect the system and look for leaks along the distribution lines.

(4) Excessive high meter readings and non-registering meters are checked monthly.

(d) Public Education. Rockett Special Utility District will periodically provide the public with information about water conservation measures through the following methods:

(1) public notices, press releases, and mailings;

(2) the website https://eyeonwater.com, where the District provides an online account for customers to monitor their water usage and set up

leak alerts to notify customers of continuous flow; and

(3) literature to educate and provide water conservation tips for landscaping, irrigation, among other actions.

(e) Water Rates. Rockett Special Utility District has an escalating water rate scale that promotes conservation. When the customer reaches a consumption of 10,000 gallons, the rate increases for all usage above the specified amount. A copy of the water rate scale is included in the Attachments, attached hereto this Section J of the District's Rate Order and incorporated for all purposes herein.

Attachment 1 includes the Rate Fee Sheet effective January 1, 2024.

(f) Coordination with Regional Water Planning Group. The water service area for Rockett Special Utility District is located within the Regional C Water Planning Area, and Rockett Special Utility District will provide a copy of this plan via email to Kevin Ward, Chairperson of the Region C Planning Group.

Attachment 2 includes the District's letter to the Region C Planning Group.

(g) Record Management System. Rockett Special Utility District office maintains records of:

- Water Purchased
- Meters readings within the system monthly
- Loss calculations

(h) Other Conservation Measures. Rockett Special Utility District recognizes that in order to accomplish the goals and objectives of this Water Conservation Plan, other conservation measures may be required that are not outlined within the body of this document. Rockett Special Utility District is aware of the Water Conservation Best Management Practices Guide published by the Water Conservation Implementation Task Force in November 2013. Rockett Special Utility District will consider implementing other measures either from the BMP guide or as otherwise seen to fit assure compliance with the plan.

8. Utility Profile. Rockett Special Utility District's Utility Profile is included in this Water Conservation Plan.

Attachment 3: the District's Certificate of Convenience and Necessity (CCN)

Attachment 4: Projected Water Demands

Attachment 5: Pump Stations Sites and Storage Capacity

ATTACHMENT 1

Rate Fee Sheet effective January 1, 2026

Residential and Irrigation Service	
1 to 10,000 gallons	$5.00 per thousand gallons
10,001 to 20,000 gallons	$6.60 per thousand gallons
20,001 to 30,000 gallons	$8.45 per thousand gallons
Over 30,000 gallons	$9.75 per thousand gallons

Commercial Service	
0 to 10,000 gallons	$5.00 per thousand gallons
10,001 to 20,000 gallons	$6.60 per thousand gallons
20,001 to 30,000 gallons	$8.45 per thousand gallons
30,001 to 50,000 gallons	$9.75 per thousand gallons
50,001 to 150,000 gallons	$9.75 per thousand gallons
Over 150,000 gallons	$9.75 per thousand gallons

Distribution Wholesale Customer	Rate per 1,000 gallons
City of Ferris	$6.95
City of Palmer	$6.95
Rural Bardwell WSC	$6.95

Transmission Wholesale Customer	Rate per 1,000 gallons
Sardis Lone Elm WSC	$5.61

Bulk Water	Rate per 1,000 gallons
Bulk Water Rates	$8.30

ATTACHMENT 2

Letter to Region C Planning Area Chairperson

ROCKETT SPECIAL UTILITY DISTRICT

May 22, 2024

Kevin Ward

Region C Planning Group Chair

Attached you will find the 2024 Water Conservation Plan for Rockett Special Utility District.

Please feel free to contact myself or Rhonda Carter if you have any questions or comments.

Sincerely,

Jacob Morales

Jacob Morales

Operations Manager/Conservation Coordinator

ATTACHMENT 3

The District's Certificate of Convenience and Necessity (CCN)

COUNTY OF TRAVIS
I certify that this is a true and correct copy of this Water Commission document, the original of which is filed in the permanent records of the Commission.
Given under my hand and the seal of office on
NOV 1 2 1991

Gloria A. Vasquez, Chief Clerk
Texas Water Commission

TEXAS WATER COMMISSION

CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Under V.T.C.A., Water Code and Texas Water Commission Substantive Rules

Certificate No. 10099

I. Certificate Holder:

Name: Rockett Special Utility District

Address: P. O. Box 40
Red Oak, Texas 75154

II. General Description and Location of Service Area:

The area covered by this certificate is located northeast of Waxahachie, Texas and generally bounded on the east by Grove Creek, on the south by Farm to Market Road 878, on the west by Grove Creek and Farm to Market Road 664 and on the north by county roads in Dallas County and the Ellis/Dallas County Line in Ellis and Dallas Counties, Texas.

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official water service area maps, WRS-71 and WRS 57, maintained in the offices of the Texas Water Commission, 1700 North Congress, Austin, Texas with all attendant privileges and obligations.

This certificate is subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Date: OCT 3 1 1991

ATTEST: Gloria A. Vasquez John Hall
For the Commission

The following address is in Rockett Special Utility District's service area:

_____

_____

Rockett Special utility District

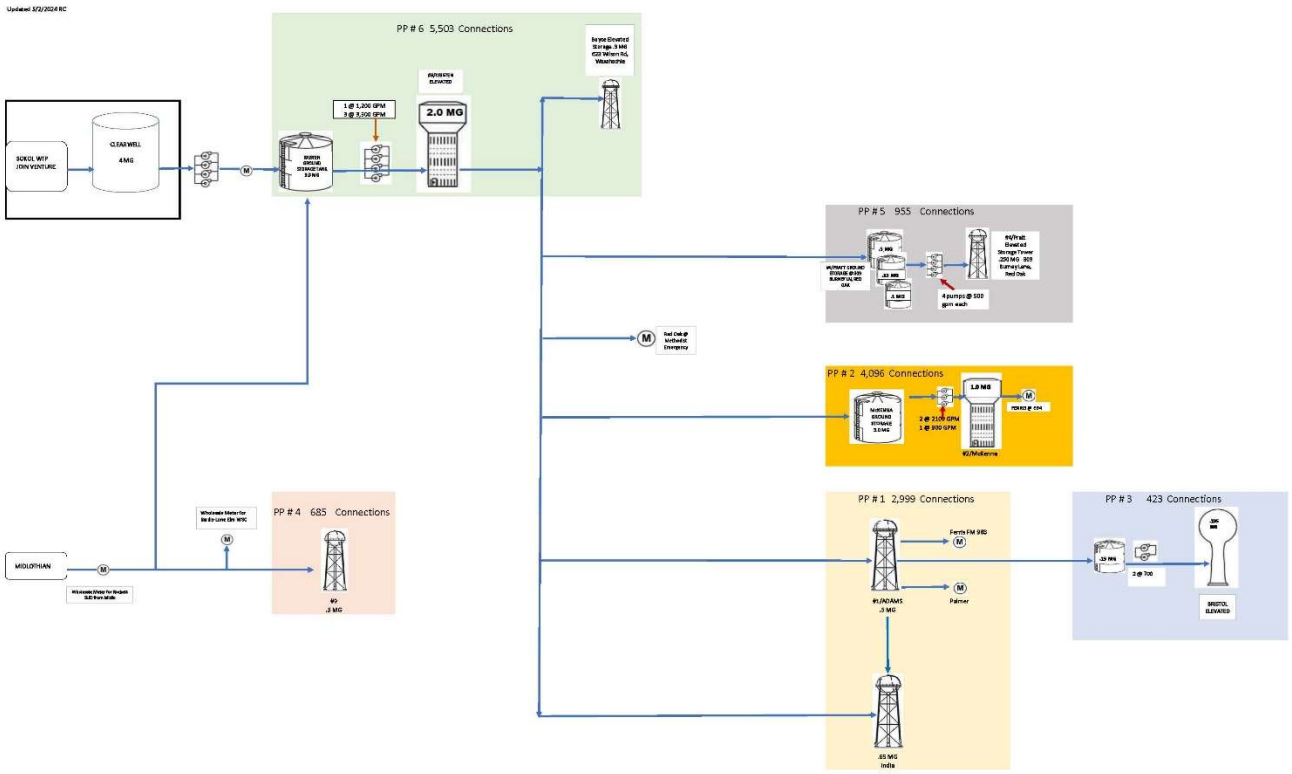
ATTACHMENT 4

Projected Water Demand for the Next 10 Years

Year	Population Projection	Water Demand (Average Gallons per Day)
2025	44,424	6,074,800
2026	45,321	6,254,421
2027	46,218	6,434,041
2028	47,115	6,613,662
2029	48,012	6,793,282
2030	48,909	6,972,903
2031	49,806	7,152,523
2032	50,703	7,332,144
2033	51,600	7,511,764
2034	52,497	7,691,385

ATTACHMENT 5

Pump Station Sites and Storage Capacity



SECTION K.

MINIMUM STANDARDS FOR INSTALLATION OF IRRIGATION SYSTEM

1. Definitions. The following words and terms, when used in this resolution, have the following meanings, unless the context clearly indicates otherwise.

Air gap - A complete physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel.

Atmospheric Vacuum Breaker - An assembly containing an air inlet valve, a check seat, and an air inlet port. The flow of water into the body causes the air inlet valve to close the air inlet port. When the flow of water stops the air inlet valve falls and forms a check against back-siphonage. At the same time it opens the air inlet port allowing air to enter and satisfy the vacuum. Also known as an Atmospheric Vacuum Breaker Back-Siphonage Prevention Assembly.

Backflow prevention - The mechanical prevention of reverse flow, or back siphonage, of nonpotable water from an irrigation system into the potable water source.

Backflow prevention assembly - Any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.

Completion of irrigation system installation - When the landscape irrigation system has been installed, all minimum standards met, all tests performed, and the irrigator is satisfied that the system is operating correctly.

Consulting - The act of providing advice, guidance, review or recommendations related to landscape irrigation systems.

Cross-connection - An actual or potential connection between a potable water source and an irrigation system that may contain contaminates or pollutants or any source of water that has been treated to a lesser degree in the treatment process.

Design - The act of determining the various elements of a landscape irrigation system that will include, but not be limited to, elements such as collecting site specific information, defining the scope of the project, defining plant watering needs, selecting and laying out emission devices, locating system components, conducting hydraulics calculations, identifying any local regulatory requirements, or scheduling irrigation work at a site. Completion of the various components will result in an irrigation plan.

Design pressure - The pressure that is required for an emission device to operate properly. Design pressure is calculated by adding the operating pressure necessary at an emission device to the total of all pressure losses accumulated from an emission device to the water source.

Double Check Valve - An assembly that is composed of two independently acting, approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. Also known as a Double Check Valve Backflow Prevention Assembly.

Emission device - Any device that is contained within an irrigation system and that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads, and drip irrigation emitters.

Employed - Engaged or hired to provide consulting services or perform any activity relating to the sale, design, installation, maintenance, alteration, repair, or service to irrigation systems. A person is employed if that person is in an employer-employee relationship as defined by Internal Revenue Code, 26 United States Code Service, §3212(d) based on the behavioral control, financial control, and the type of relationship involved in performing employment related tasks.

Head-to-head spacing - The spacing of spray or rotary heads equal to the manufacturer's published radius of the head.

Health hazard - A cross-connection or potential cross-connection with an irrigation system that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

Hydraulics - the science of dynamic and static water; the mathematical computation of determining pressure losses and pressure requirements of an irrigation system.

Inspector - A licensed plumbing inspector, water district operator, other governmental entity, or irrigation inspector who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor.

Installer - A person who actually connects an irrigation system to a private or public raw or potable water supply system or any water supply, who is licensed according to Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

Irrigation inspector - A person who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor and is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

Irrigation plan - A scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.

Irrigation services - Selling, designing, installing, maintaining, altering, repairing, servicing, permitting, providing consulting services regarding, or connecting an irrigation system to a water supply.

Irrigation system - An assembly of component parts that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and/or to reduce dust or control erosion. This term does not include a system that is used on or by an agricultural operation as defined by Texas Agricultural Code, §251.002.

Irrigation technician - A person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).

Irrigation zone - A subdivision of an irrigation system with a matched precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun/shade ratio), topographic features (such as slope) and soil conditions (such as sand, loam, clay, or combination) or for hydrological control.

Irrigator - A person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30.

Irrigator-in-Charge - The irrigator responsible for all irrigation work performed by an exempt business owner, including, but not limited to obtaining permits, developing design plans, supervising the work of other irrigators or irrigation technicians, and installing, selling, maintaining, altering, repairing, or servicing a landscape irrigation system.

Landscape irrigation - The science of applying the necessary amount of water to promote or sustain healthy growth of plant material or turf.

License - An occupational license that is issued by the Texas Commission on Environmental Quality under Title 30, Texas Administrative Code, Chapter 30 to an individual that authorizes the individual to engage in an activity that is covered by Title 30, Texas Administrative Code, Chapter 30.

Mainline - A pipe within an irrigation system that delivers water from the water source to the individual zone valves.

Maintenance checklist - A document made available to the irrigation system's owner or owner's representative that contains information regarding the operation and maintenance of the irrigation system, including, but not limited to: checking and repairing the irrigation system, setting the automatic controller, checking the rain or moisture sensor, cleaning filters, pruning grass and plants away from irrigation emitters, using and operating the irrigation system, the precipitation rates of each irrigation zone within the system, any water conservation measures currently in effect from the water purveyor, the name of the water purveyor, a suggested seasonal or monthly watering schedule based on current evapotranspiration data for the geographic region, and the minimum water

requirements for the plant material in each zone based on the soil type and plant material where the system is installed.

Major maintenance, alteration, repair, or service - Any activity that involves opening to the atmosphere the irrigation main line at any point prior to the discharge side of any irrigation zone control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.

Master valve - A remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.

Matched precipitation rate - The condition in which all sprinkler heads within an irrigation zone apply water at the same rate.

New installation - An irrigation system installed at a location where one did not previously exist.

Pass-through contract - A written contract between a contractor or builder and a licensed irrigator or exempt business owner to perform part or all of the irrigation services relating to an irrigation system.

Potable water - Water that is suitable for human consumption.

Pressure Vacuum Breaker - An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. Also known as a Pressure Vacuum Breaker Back-siphonage Prevention Assembly.

Reclaimed water - Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.

Records of landscape irrigation activities - The irrigation plans, contracts, warranty information, invoices, copies of permits, and other documents that relate to the installation, maintenance, alteration, repair, or service of a landscape irrigation system.

Reduced Pressure Principle Backflow Prevention Assembly - An assembly containing two independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.

Static water pressure - The pressure of water when it is not moving.

Supervision - The on-the-job oversight and direction by a licensed irrigator who is fulfilling his or her professional responsibility to the client and/or employer in compliance with local or state requirements. Also a licensed installer working under the direction of a licensed irrigator or beginning January 1, 2009, an irrigation technician who is working under the direction of a licensed irrigator to install, maintain, alter, repair or service an irrigation system.

Water conservation - The design, installation, service, and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient

use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust, and control erosion.

Zone flow - A measurement, in gallons per minute or gallons per hour, of the actual flow of water through a zone valve, calculated by individually opening each zone valve and obtaining a valid reading after the pressure has stabilized. For design purposes, the zone flow is the total flow of all nozzles in the zone at a specific pressure.

Zone valve - An automatic valve that controls a single zone of a landscape irrigation system.

2. Valid License Required. Any person who connects an irrigation system to the water supply within the district service area, must hold a valid license, as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903 of the Texas Occupations Code, or as defined by Chapter 365, Title 22 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code.

Exemptions -

A property owner is not required to be licensed in accordance with Texas Occupations Code, Title 12, §1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. A home or property owner who installs an irrigation system must meet the standards contained in Title 30, Texas Administrative Code, Chapter 344 regarding spacing, water pressure, spraying water over impervious materials, rain or moisture shut-off devices or other technology, backflow prevention and isolation valves. The district may, at any point, adopt more stringent requirements for a home or property owner who installs an irrigation system. See Texas Occupations Code § 1903.002 for other exemptions to the licensing requirement.

3. Permit Required. Any person installing an irrigation system within the territorial limits or extraterritorial jurisdiction of the city is required to obtain a permit from the district. Any plan approved for a permit must be in compliance with the requirements of this chapter.

Exemptions -

(1) An irrigation system that is that an on-site sewage disposal system, as defined by Section 366.002, Health and Safety Code; or

(2) An irrigation system used on or by an agricultural operation, as defined by Section 251.002, Agriculture Code; or

(3) An irrigation system connected to a groundwater well used by the property owner for domestic use.

4. Backflow Prevention Methods and Devices.

(a) Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must be approved by

the American Society of Sanitary Engineers; or the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California; or the Uniform Plumbing Code; or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published recommendations.

(b) If conditions that present a health hazard exist, one of the following methods must be used to prevent backflow;

(1) An air gap may be used if:

(A) there is an unobstructed physical separation; and

(B) the distance from the lowest point of the water supply outlet to the flood rim of the fixture or assembly into which the outlet discharges is at least one inch or twice the diameter of the water supply outlet, whichever is greater.

(2) Reduced pressure principle backflow prevention assemblies may be used if:

(A) the device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and

(B) drainage is provided for any water that may be discharged through the assembly relief valve.

(3) Pressure vacuum breakers may be used if:

(A) no back-pressure condition will occur; and

(B) the device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.

(4) Atmospheric vacuum breakers may be used if:

(A) no back-pressure will be present;

(B) there are no shutoff valves downstream from the atmospheric vacuum breaker;

(C) the device is installed at a minimum of six inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler;

(D) there is no continuous pressure on the supply side of the atmospheric vacuum breaker for more than 12 hours in any 24-hour period; and

(E) a separate atmospheric vacuum breaker is installed on the discharge side of each irrigation control valve, between the valve and all the emission devices that the valve controls.

(c) Backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.

(d) If the district chooses to permit the use of double check valves:

(e) If there are no conditions that present a health hazard, double check valve backflow prevention assemblies may be used to prevent backflow if the device is tested upon installation and test cocks are used for testing only.

(f) If a double check valve is installed below ground:

(1) test cocks must be plugged, except when the double check valve is being tested;

(2) test cock plugs must be threaded, water-tight, and made of non-ferrous material;

(3) a y-type strainer is installed on the inlet side of the double check valve;

(4) there must be a clearance between any fill material and the bottom of the double check valve to allow space for testing and repair; and

(5) there must be space on the side of the double check valve to test and repair the double check valve.

(d/f) If an existing irrigation system without a backflow-prevention assembly requires major maintenance, alteration, repair, or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method before any major maintenance, alteration, repair, or service is performed.

(d/f) If an irrigation system is connected to a potable water supply through a double check valve, pressure vacuum breaker, or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the discharge side of the backflow prevention assembly.

(e/h) The irrigator shall ensure the backflow prevention device is tested by a licensed Backflow Prevention Assembly Tester prior to being placed in service and the test results provided to the local water purveyor and the irrigation systems owner or owners representative within ten business days of testing of the backflow prevention device.

5. Specific Conditions and Cross-Connection Control.

(a) Before any chemical is added to an irrigation system connected to the potable water supply, the irrigation system must be connected through a reduced pressure principle backflow prevention assembly or air gap.

(b) Connection of any additional water source to an irrigation system that is connected to the potable water supply can only be done if the irrigation system is connected to the potable water supply through a reduced-pressure principle backflow prevention assembly or an air gap.

(c) Irrigation system components with chemical additives induced by aspiration, injection, or emission system connected to any potable water supply must be connected through a reduced pressure principle backflow device.

(d) If an irrigation system is designed or installed on a property that is served by an on-site sewage facility, as defined in Title 30, Texas Administrative Code, Chapter 285, then:

(1) all irrigation piping and valves must meet the separation distances from the On-Site Sewage Facilities system as required for a private water line in Title 30, Texas Administrative Code, Section 285.91(10);

(2) any connections using a private or public potable water source that is not the district's potable water system must be connected to the water source through a reduced pressure principle backflow prevention assembly as defined in Title 30, Texas Administrative Code, Section 344.50; and

(3) any water from the irrigation system that is applied to the surface of the area utilized by the On-Site Sewage Facility system must be controlled on a separate irrigation zone or zones so as to allow complete control of any irrigation to that area so that there will not be excess water that would prevent the On-Site Sewage Facilities system from operating effectively.

6. Water Conservation.

All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced, and operated in a manner that will promote water conservation as defined in the Definitions section of this ordinance.

7. Irrigation Plan Design: Minimum Standards.

(a) An irrigator shall prepare an irrigation plan for each site where a new irrigation system will be installed. A paper or electronic copy of the irrigation plan must be on the job site at all times during the installation of the irrigation system. A drawing showing the actual installation of the system is due to each irrigation system owner after all new irrigation system installations. During the installation of the irrigation system, variances from the original plan may be authorized by the licensed irrigator if the variance from the plan does not:

(1) diminish the operational integrity of the irrigation system;

(2) violate any requirements of this ordinance; and

(3) go unnoted in red on the irrigation plan.

(b) The irrigation plan must include complete coverage of the area to be irrigated. If a system does not provide complete coverage of the area to be irrigated, it must be noted on the irrigation plan.

(c) All irrigation plans used for construction must be drawn to scale. The plan must include, at a minimum, the following information:

(1) the irrigator's seal, signature, and date of signing;

(2) all major physical features and the boundaries of the areas to be watered;

(3) a North arrow;

(4) a legend;

(5) the zone flow measurement for each zone;

(6) location and type of each:

(A) controller; and

(B) sensor (for example, but not limited to, rain, moisture, wind, flow, or freeze);

(7) location, type, and size of each:

(A) water source, such as, but not limited to a water meter and point(s) of connection;

(B) backflow prevention device;

(C) water emission device, including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, bubblers, drip, or micro-sprays;

(D) valve, including but not limited to, zone valves, master valves, and isolation valves;

(E) pressure regulation component; and

(F) main line and lateral piping.

(8) the scale used; and

(9) the design pressure.

8. Design and Installation: Minimum Requirements.

(a) No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer's published performance limitations for the component.

(b) Spacing.

(1) The maximum spacing between emission devices must not exceed the manufacturers published radius or spacing of the device(s). The radius or spacing is determined by referring to the manufacturers published specifications for a specific emission device at a specific operating pressure.

(2) New irrigation systems shall not utilize above-ground spray emission devices in landscapes that are less than 48 inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.

(3) Narrow paved walkways, jogging paths, golf cart paths or other small areas located in cemeteries, parks, golf courses or other public areas may be exempted from this requirement if the runoff drains into a landscaped area.

(c) Water pressure. Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator, or pressure compensating spray heads.

(d) Piping. Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.

(e) Irrigation Zones. Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements.

(f) Matched precipitation rate. Zones must be designed and installed so that all of the emission devices in that zone irrigate at the same precipitation rate.

(g) Irrigation systems shall not spray water over surfaces made of concrete, asphalt, brick, wood, stones set with mortar, or any other impervious material, such as, but not limited to, walls, fences, sidewalks, streets, etc.

(h) Master valve. When provided, a master valve shall be installed on the discharge side of the backflow prevention device on all new installations.

(i) PVC pipe primer solvent. All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the Uniform Plumbing Code (Section 316) or the International Plumbing Code (Section 605).

(j) Rain or moisture shut-off devices or other technology. All new automatically controlled irrigation systems must include sensors or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall. Rain or moisture shut-off technology must be installed according to the manufacturer's published recommendations. Repairs to existing automatic irrigation systems that require replacement of an existing controller must include a sensor or other technology designed to inhibit or interrupt operation of the irrigation system during periods of moisture or rainfall.

(k) Isolation valve. All new irrigation systems must include an isolation valve between the water meter and the backflow prevention device.

(l) Depth coverage of piping. Piping in all irrigation systems must be installed according to the manufacturer's published specifications for depth coverage of piping.

(1) If the manufacturer has not published specifications for depth coverage of piping, the piping must be installed to provide minimum depth coverage of six inches of select backfill, between the top of the pipe and the natural grade of the topsoil. All portions of the irrigation system that fail to meet this standard must be noted on the irrigation plan. If the area being irrigated has rock at a depth of six inches or less, select backfill may be mounded over the pipe. Mounding must be noted on the irrigation plan and discussed with the irrigation system owner or owner's representative to address any safety issues.

(2) If a utility, man-made structure, or roots create an unavoidable obstacle, which makes the six-inch depth coverage requirement impractical, the piping shall be installed to provide a minimum of two inches of select backfill between the top of the pipe and the natural grade of the topsoil.

(3) All trenches and holes created during installation of an irrigation system must be backfilled and compacted to the original grade.

(m) Wiring irrigation systems.

(1) Underground electrical wiring used to connect an automatic controller to any electrical component of the irrigation system must be listed by Underwriters Laboratories as acceptable for burial underground.

(2) Electrical wiring that connects any electrical components of an irrigation system must be sized according to the manufacturer's recommendation.

(3) Electrical wire splices which may be exposed to moisture must be waterproof as certified by the wire splice manufacturer.

(4) Underground electrical wiring that connects an automatic controller to any electrical component of the irrigation system must be buried with a minimum of six inches of select backfill.

(n) Water contained within the piping of an irrigation system is deemed to be non- potable. No drinking or domestic water usage, such as, but not limited to, filling swimming pools or decorative fountains, shall be connected to an irrigation system. If a hose bib (an outdoor water faucet that has hose threads on the spout) is connected to an

irrigation system for the purpose of providing supplemental water to an area, the hose bib must be installed using a quick coupler key on a quick coupler installed in a covered purple valve box and the hose bib and any hoses connected to the bib must be labeled "non potable, not safe for drinking." An isolation valve must be installed upstream of a quick coupler connecting a hose bib to an irrigation system.

(o) Beginning January 1, 2010, either a licensed irrigator or a licensed irrigation technician shall be on-site at all times while the landscape irrigation system is being installed. When an irrigator is not onsite, the irrigator shall be responsible for ensuring that a licensed irrigation technician is on-site to supervise the installation of the irrigation system.

9. Completion of Irrigation System Installation. Upon completion of the irrigation system, the irrigator or irrigation technician who provided supervision for the on-site installation shall be required to complete four items:

(1) a final "walk through" with the irrigation systems owner or the owners representative to explain the operation of the system;

(2) The maintenance checklist on which the irrigator or irrigation technician shall obtain the signature of the irrigation systems owner or owners representative and shall sign, date, and seal the checklist. If the irrigation systems owner or owners representative is unwilling or unable to sign the maintenance checklist, the irrigator shall note the time and date of the refusal on the irrigation systems owner or owners representatives signature line. The irrigation system owner or owners representative will be given the original maintenance checklist and a duplicate copy of the maintenance checklist shall be maintained by the irrigator. The items on the maintenance checklist shall include but are not limited to:

(A) the manufacturer's manual for the automatic controller, if the system is automatic;

(B) a seasonal (spring, summer, fall, winter) watering schedule based on either current/real time evapotranspiration or monthly historical reference evapotranspiration (historical ET) data, monthly effective rainfall estimates, plant landscape coefficient factors, and site factors;

(C) a list of components, such as the nozzle, or pump filters, and other such components; that require maintenance and the recommended frequency for the service; and

(D) the statement, "This irrigation system has been installed in accordance with all applicable state and local laws, ordinances, rules, regulations or orders. I have tested the system and determined that it has been installed according to the Irrigation Plan and is properly adjusted for the most efficient application of water at this time."

(3) A permanent sticker which contains the irrigator's name, license number, company name, telephone number and the dates of the warranty period shall be affixed to

each automatic controller installed by the irrigator or irrigation technician. If the irrigation system is manual, the sticker shall be affixed to the original maintenance checklist. The information contained on the sticker must be printed with waterproof ink and include:

(4) The irrigation plan indicating the actual installation of the system must be provided to the irrigation system's owner or owner representative.

10. Maintenance, Alteration, Repair, or Service of Irrigation Systems.

(a) The licensed irrigator is responsible for all work that the irrigator performed during the maintenance, alteration, repair, or service of an irrigation system during the warranty period. The irrigator or business owner is not responsible for the professional negligence of any other irrigator who subsequently conducts any irrigation service on the same irrigation system.

(b) All trenches and holes created during the maintenance, alteration, repair, or service of an irrigation system must be returned to the original grade with compacted select backfill.

(c) Colored PVC pipe primer solvent must be used on all pipes and fittings used in the maintenance, alteration, repair, or service of an irrigation system in accordance with the Uniform Plumbing Code (Section 316) or the International Plumbing Code (Section 605).

(d) When maintenance, alteration, repair or service of an irrigation system involves excavation work at the water meter or backflow prevention device, an isolation valve shall be installed, if an isolation valve is not present.

11. Advertisement Requirements.

(a) All vehicles used in the performance of irrigation installation, maintenance, alteration, repair, or service must display the irrigators license number in the form of "LI _____" in a contrasting color of block letters at least two inches high, on both sides of the vehicle.

(b) All forms of written and electronic advertisements for irrigation services must display the irrigators license number in the form of "LI _____." Any form of advertisement, including business cards, and estimates which displays an entity’s or individuals name other than that of the licensed irrigator must also display the name of the licensed irrigator and the licensed irrigators license number. Trailers that advertise irrigation services must display the irrigators license number.

(c) The name, mailing address, and telephone number of the commission must be prominently displayed on a legible sign and displayed in plain view for the purpose of addressing complaints at the permanent structure where irrigation business is primarily conducted and irrigation records are kept.

12. Contracts.

(a) All contracts to install an irrigation system must be in writing and signed by each party and must specify the irrigators name, license number, business address,

current business telephone numbers, the date that each party signed the agreement, the total agreed price, and must contain the statement, "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www. tceq.state.tx.us." All contracts must include the irrigator's seal, signature, and date.

(b) All written estimates, proposals, bids, and invoices relating to the installation or repair of an irrigation system(s) must include the irrigators name, license number, business address, current business telephone number(s), and the statement: "Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's web site is: www.tceq.state.tx.us."

(c) An individual who agrees by contract to provide irrigation services as defined in Title 30, Texas Administrative Code, Section 344.30 (relating to License Required) shall hold an irrigator license issued under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations) unless the contract is a pass-through contract as defined in Title 30, Texas Administrative Code, Section 344.1(36) (relating to Definitions). If a pass-through contract includes irrigation services, then the irrigation portion of the contract can only be performed by a licensed irrigator. If an irrigator installs a system pursuant to a pass-through contract, the irrigator shall still be responsible for providing the irrigation systems owner or through contract, the irrigator shall still be responsible for providing the irrigation systems owner or owners representative a copy of the warranty and all other documents required under this chapter. A pass-through contract must identify by name and license number the irrigator that will perform the work and must provide a mechanism for contacting the irrigator for irrigation system warranty work.

(d) The contract must include the dates that the warranty is valid.

13. Warranties for Systems.

(a) On all installations of new irrigation systems, an irrigator shall present the irrigation systems owner or owner's representative with a written warranty covering materials and labor furnished in the new installation of the irrigation system. The irrigator shall be responsible for adhering to terms of the warranty. If the irrigators warranty is less than the manufacturer's warranty for the system components, then the irrigator shall provide the irrigation system's owner or the owners representative with applicable information regarding the manufacturer's warranty period. The warranty must include the irrigators seal, signature, and date. If the warranty is part of an irrigators contract, a separate warranty document is not required.

(b) An irrigators written warranty on new irrigation systems must specify the irrigators name, business address, and business telephone number(s), must contain the signature of the irrigation system's owner or owner's representative confirming receipt of the warranty and must include the statement: "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 130897, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us."

(c) On all maintenance, alterations, repairs, or service to existing irrigation systems, an irrigator shall present the irrigation system's owner or owner's representative a written document that identifies the materials furnished in the maintenance, alteration, repair, or service. If a warranty is provided, the irrigator shall abide by the terms. The warranty document must include the irrigator's name and business contact information.

14. Duties and Responsibilities of District Irrigation Inspectors.

(a) A licensed irrigation inspector shall enforce the ordinance of the district, and shall be responsible for:

(1) verifying that the appropriate permits have been obtained for an irrigation system and that the irrigator and installer or irrigation technician, if applicable, are licensed;

(2) inspecting the irrigation system;

(3) determining that the irrigation system complies with the requirements of this chapter;

(4) determining that the appropriate backflow prevention device was installed, tested, and test results provided to the district;

(5) investigating complaints related to irrigation system installation, maintenance, alteration, repairs, or service of an irrigation system and advertisement of irrigation services; and

(6) maintaining records according to this chapter.

(b) Items not covered by this ordinance. Any item not covered by their ordinance and required by law shall be governed by the Texas Occupations Code, the Texas Water Code, Title 30 of the Texas Administrative Code, and any other applicable state statute or Texas Commission on Environmental Quality rule.

15. Fees.

The board of directors may create a schedule of fees for obtaining and renewing an irrigation permit. These fees will be in amounts sufficient to cover the district’s costs in issuing and renewing the permits, including, but not limited to, staff time and other overhead costs. This schedule will be kept in the district office.

16. Enforcement.

(a) The district shall have the power to administer and enforce the provisions of this chapter as may be required by governing law. Any person, firm, corporation or agent who shall violate a provision of this code, or fails to comply therewith, or with any of the requirements thereof, is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of the ordinance codified in this chapter is declared to be a nuisance.

(b) Any person violating any provision of chapter shall, upon conviction, be fined a sum not exceeding $2,000.00. Each day that a provision of this chapter is violated shall constitute a separate offense. An offense under this chapter is a Class C misdemeanor, punishable by a fine of up to $2,000.00.

(c) Nothing in this chapter shall be construed as a waiver of the district's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

(1) Injunctive relief to prevent specific conduct that violates the ordinance or to require specific conduct that is necessary for compliance with the ordinance; and

(2) Other available relief.

(d) If any provision or any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

(e) This Ordinance has a penalty for violation, and it shall become effective upon its published notice of the Ordinance and the penalty for its violation, once a week for 2 (two) consecutive weeks in a newspaper with general circulation in the area in which the district is located, which effective date is expected to be January 1, 2020.

APPENDIX A

(Sample)
Standard Service Application Packet

Required Documents
- Rockett SUD Application
- Proof Ownership (Deed) or Lease
- Legal Photo I.D.
- Deposit(s) and fees
- SS4 OR W9 (If Business)

126 Alton Adams Dr, Waxahachie, TX 75165
PO BOX 40, Red Oak, TX 75154
PHONE (972) 617-3524 FAX (972) 617-0030
development@rockettwater.com
www.rockettwater.com
www.eyeonwater.com

For Office Use Only

Account #:_____

Service Order #:_____

SERVICE APPLICATION AND AGREEMENT

SERVICE APPLICATION

APPLICANT INFORMATION

PLACE AN "X" IN APPROPRIATE BOX			IRR/AG:
TODAY'S DATE:	E-BILL: ☐	OWN: ☐	RESIDENTIAL: ☐
REQUESTED START DATE:	PAPER BILL: ☐	RENT: ☐	COMMERCIAL: ☐

ADDRESS:	CITY:	ZIP:	APT.:
BILLING ADDRESS (if different):			

APPLICANT'S/BUSINESS NAME:	DRIVER'S LICENSE#/BUSINESS EIN:
E-MAIL ADDRESS:	PHONE #:

CO-APPLICANT INFORMATION

CO-APPLICANT'S NAME:	DRIVER'S LICENSE #:
E-MAIL ADDRESS:	PHONE #:

EMERGENCY CONTACT

NAME:	PHONE:

LANDLORD INFORMATION

NAME:	ADDRESS:
E-MAIL ADDRESS:	PHONE #:

FOR OFFICE USE ONLY

Customer is assigned the following billing cycle:
See Service Agreement for more details

1st Cycle – Customer's monthly bill due on the **16th** of each month.
2nd Cycle – Customer's monthly bill due on the **21st** of each month
3rd Cycle – Customer's monthly bill due on the **26th** of each month

SIGNATURES

By signing this agreement Applicant agrees that all information is true and correct. Any misrepresentation of the facts by the Applicant on this Service Application and Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Policies.

Customer Signature:	Date:
Co-Customer Signature:	Date:
District Witness:	Date:

This agreement is made on _____**(Date)** between _____**("Customer")** and Rockett Special Utility District (the "District"). The District will maintain a copy of this agreement as long as the Customer and/or the property is connected to the District's water system. The District and Customer must execute this service agreement before service is provided to Customer.

The District agrees to provide retail water utility service to Customer at _____**("Property")** and Customer agrees to pay all applicable fees for such service in accordance with the Rate Order of the District, as amended.

*The District will bill Sewer and/or Garbage fees according to the Customer's billing cycle checked on Page 1 of the Service Application. Any questions regarding Sewer and/or Garbage services and/or fees, please contact The City of Waxahachie at (469) 309-4000, The City of Red Oak at (972) 617-3638 or The City of Ferris at (972)544-2110. ***This applies only to Customers that are in The City of Waxahachie's, The City of Red Oak's or The City of Ferris Sewer and/or Garbage service area.**

All bills shall be due and payable upon receipt and are past due beyond the due date indicated on the bill (allowing approximately 15 days to pay), after which time a penalty shall be assessed. Payment for utility service is delinquent if the full payment, including late fees and regulatory assessments, is not received at the District by 4:30pm on the due date. Water service will be restored to disconnected accounts only upon payment of all amounts due and owing the District with cash, money order, credit card, or certified check during normal business days of the District, Monday through Friday, 7:30am to 4:30pm, subject to the holiday schedule.

All water furnished by the District shall be metered by meters installed, maintained and owned by the District. The meter and connection is for the sole use of the Customer and is to provide service to only (1) dwelling or one (1) business. Any attempt to tamper with or to by-pass a meter, or to divert water utility service from one property to another, or to share, resell or sub meter water to any other person, dwelling, business or property is prohibited. Unauthorized users of District services shall be prosecuted to the extent allowed by law under the Texas Penal Code § 28.03.

As a condition of service, the Customer agrees that the Customer and all persons or entities owning an interest in the property served by the meter will execute before a notary public the District's standard waterline easement. Customer understands and acknowledges that the District is under no obligation or liability to look for any water leaks occurring on Customer's property and the District may not know when or if a leak is on said property.

The District shall have the right to select the location of the water service meter, pipe and appurtenant equipment on Customer's property necessary to connect Customer to the District's water system. The District shall have access to its meter and equipment located on Customer's property at all reasonable times for any purpose connected with or in the furtherance of the District's business operations, and upon disconnection or discontinuance of service, the District shall have the right to remove any of the District's property from Customer's property.

Damage to the District's equipment (meter, endpoint, meter box, etc.) may result in repair or replacement fees charged to the customer. _____**Customers Initials**

Customer agrees to pay any applicable service trip charges and understands that these charges must be paid with the next monthly utility service bill or services will be disconnected in accordance with the District's Rate Order.

By signing this agreement, the Customer agrees to comply with the terms of this Agreement and the District's Rate Order, if the Customer fails to comply with the terms, the District shall, at its option, terminate service.

The District's Rate Order is available at www.rockettwater.com.

The District has determined the cost for providing service to your property in the amount stated below. By signing this notice, you acknowledge that all charges and fees for service are non-refundable except for the Deposit. If you sell or vacate the property, you must request a final monthly bill and provide a forwarding address. The District will apply your Deposit to the final bill and refund the difference.

FOR OFFICE USE ONLY:	COST OF SERVICE NOTICE	
☐	Deposit	**$100.00**
☐	Activation Fee	**$50.00**
☐	Sewer and/or Garbage Service Deposit Red Oak _____ Waxahachie _____ Ferris_____	**$**
☐	CSI (Customer Service Inspection) Residential **$50** Commercial **$100**	**$**
☐	Other_____	**$**
	TOTAL	**$**

SIGNATURES

By signing this agreement Customer agrees that all information is true and correct. Any misrepresentation of the facts by the Customer on this Service Application and Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Policies.

Customer Signature:	Date:
Co-Customer Signature:	Date:
District Witness:	Date:

CROSS CONNECTION CONTROL & CSI/BACKFLOW

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

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly.

2. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an airgap or a reduced pressure-zone backflow prevention assembly.

3. All Industrial and Commercial customers will install a Backflow Device at the meter. Upon completion of construction, Rockett Special Utility District will conduct a CSI (Customer Service Inspection) to identify any other possible cross connections. Backflow Device must be tested when installed and tested annually by a certified inspector.

4. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.

5. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption after January 4, 2014. Plumbing installed on or after January 4, 2014 may not contain more than 0.25% lead content.

6. No solder or flux which contains more than .2% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption.

7. All irrigation systems must have a proper backflow prevention device installed and tested.

The Customer agrees to permit their property to be inspected for possible cross-connections, potential contamination hazards, multiple connections on single meter, and illegal lead materials. These inspections shall be conducted by the District, or its designated agent, prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours, except in emergencies. [30 TAC § 291.81 (a)(2)]

The District shall notify the Customer in writing of any cross-connections or other potential contamination hazard which has been identified during the initial or the periodic re-inspection. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on their premises. The Customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required.

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

ROCKETT SPECIAL UTILITY DISTRICT

SERVICE APPLICATION AND AGREEMENT (CONT'D)

CROSS CONNECTION CONTROL & CSI/BACKFLOW

Service Applicants and Homeowners please check all that apply:

Proposed Use of Property: Residential ☐ Commercial ☐ Agricultural ☐ Other_____		
Manufactured home (mobile home): ☐ Site Built Home: ☐ Year built/manufactured: _____		
Wastewater: Septic ☐ Tank Aerobic ☐ City Sewer ☐		
Do you have any plans to renovate/remodel?	No ☐	Yes ☐
Is there a well on the property?	No ☐	Yes ☐
If yes, do you plan on using the well?	No ☐	Yes ☐
Will there be livestock on the property?	No ☐	Yes ☐
Will there be a water trough?	No ☐	Yes ☐
If yes, how will it be filled?	Automatic ☐	Manual ☐
Is there a swimming pool on the property?	No ☐	Yes ☐
If yes, how will it be filled?	Automatic ☐	Manual ☐
Is there an irrigation/sprinkler system on the property?	No ☐	Yes ☐
Do you plan on installing or replacing an irrigation/sprinkler system on the property?	No ☐	Yes ☐

The Customer understands that prior to the installation or replacement of an irrigation system on the Property, the Customer must submit an irrigation system plan and obtain the District's written approval of such plan. The customer further understands that failure to obtain prior written approval for the installation of an irrigation system will result in substantial penalties being assessed by the District.

Upon construction completion, TCEQ requires a customer service inspection of the premises to identify potential sources of contamination. The inspection is performed by RSUD and will require a CSI fee.

Contact RSUD for an appointment and inspection details.

_____
CUSTOMER INITIALS

AFTER RECORDING RETURN TO:
Rockett Special Utility District
126 Alton Adams Drive
Waxahachie, TX 75165

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

ROCKETT SPECIAL UTILITY DISTRICT
WATERLINE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That, _____ ("Grantor"), for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, and by these presents do grant to **ROCKETT SPECIAL UTILITY DISTRICT** ("Grantee"), a political subdivision of the State of Texas, a permanent and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, relocating, and operating water lines and appurtenances thereto in, into, upon, over, across and under that land in _____ County, Texas, described as follows, to-wit:

The permanent easement herein granted shall be limited to a strip of land twenty (20) feet in width across and on that certain tract of land described on Exhibit "A" attached hereto (the "Easement"). After installation, the water pipelines will be the centerline of the Easement. Grantee shall have the right to use as temporary construction easements as much of the property as may be reasonably necessary for Grantee's for Grantee's installation, repairing, maintaining, altering, replacing, or relocating of said water lines.

Grantor, as owner of the Property, reserves the right to continue to use and enjoy the

Easement Property for all purposes that do not interfere with or interrupt the use of or enjoyment of the easement by Grantee for the easement purposes stated herein including pasturage and agricultural uses, and to construct and maintain private driveways and roads, fences, landscaping, sidewalks, and drainage. No building, structure or reservoir upon, over, or across the waterlines will be constructed without the Grantee's prior written consent.

After initial construction or after any subsequent operation to the waterline, Grantee agrees to return the construction area including fences and driveways to as nearly as practical the same condition that existed prior to construction.

Grantor covenants and agrees that the District shall have the right to excavate and fill upon Easement and to remove from said the Easement, any fences, building or other obstructions as may now or hereafter be found upon the Easement that in the District's sole discretion will or does interfere with the District's operations within the Easement.

TO HAVE AND TO HOLD the above-described Easement forever and the above described temporary construction easement for the period stated above, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the District, its successors and assigns; and I/We do hereby bind ourselves, our heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

EXECUTED this the _____ day of _____, 20____.

GRANTOR(S):

_____

_____

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for said County, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20___.

_____
Notary Public for the State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for said County, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20___.

_____
Notary Public for the State of Texas

EXHIBIT “A”

<LEGAL DESCRIPTION OF PROPERTY HERE>

Required Documents
- Rockett SUD Application
- Proof Ownership (Deed) or Lease
- Legal Photo I.D.
- Deposit(s) and fees
- SS4 or W9 (If Business)

For Office Use Only

Account #:_____

Service Order #:_____

Property ID #:_____

126 Alton Adams Dr, Waxahachie, TX 75165
PO BOX 40, Red Oak, TX 75154
PHONE (972) 617-3524 FAX (972) 617-0030
development@rockettwater.com
www.rockettwater.com
www.eyeonwater.com

SERVICE APPLICATION AND AGREEMENT

NEW BUILD SERVICE APPLICATION

APPLICANT INFORMATION

PLACE AN "X" IN APPROPRIATE BOX			
TODAY'S DATE:	E-BILL:	OWN:	RESIDENTIAL:
REQUESTED START DATE:	PAPER BILL:	RENT:	COMMERCIAL:
ADDRESS:	CITY:	ZIP:	APT.:
BILLING ADDRESS (if different):			
APPLICANT'S/BUSINESS NAME:		DRIVER'S LICENSE #/BUSINESS EIN:	
E-MAIL ADDRESS:		PHONE #:	

CO-APPLICANT INFORMATION

CO-APPLICANT'S NAME:	DRIVER'S LICENSE #:
E-MAIL ADDRESS:	PHONE #:

EMERGENCY CONTACT

NAME:	PHONE:

LANDLORD INFORMATION

NAME:	ADDRESS:
E-MAIL ADDRESS:	PHONE #:

FOR OFFICE USE ONLY

Customer is assigned the following billing cycle:
See Service Agreement for more details

1st Cycle – Customer's monthly bill due on the **16th** of each month.
2nd Cycle – Customer's monthly bill due on the **21st** of each month
3rd Cycle – Customer's monthly bill due on the **26th** of each month

SIGNATURES

By signing this agreement Applicant agrees that all information is true and correct. Any misrepresentation of the facts by the Applicant on this Service Application and Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Policies.

Customer Signature:	Date:
Co-Customer Signature:	Date:
District Witness:	Date:

This agreement is made on this ___**day** of_____ , **20**___between _____ **("Customer")** and Rockett Special Utility District (the "District"). The District will maintain a copy of this agreement as long as the Customer and/or the property is connected to the District's water system. The District and Customer must execute this service agreement before service is provided to Customer.

The District agrees to provide retail water utility service to Customer at _____ **("Property")** and Customer agrees to pay all applicable fees for such service in accordance with the Rate Order of the District, as amended.

***** The District will bill Sewer and/or Garbage fees according to the Customer's billing cycle checked on Page 1 of the Service Application. Any question regarding Sewer and/or Garbage services and/or fees, please contact The City of Waxahachie at (469) 309-4000, The City of Red Oak at (972) 617-3638 or The City of Ferris at (972) 544-2110. ***This applies only to Customers that are in The City of Waxahachie's, The City of Red Oak's or The City of Ferris Sewer and/or Garbage service area.**

All bills shall be due and payable upon receipt and are past due beyond the due date indicated on the bill (allowing approximately 15 days to pay), after which time a penalty shall be assessed. Payment for utility service is delinquent if the full payment, including late fees and regulatory assessments, is not received at the District by 4:30 pm on the due date. Water service will be restored to disconnected accounts only upon payment of all amounts due and owing the District with cash, money order, credit card, or certified check during normal business days of the District, Monday through Friday, 7:30 am to 4:30 pm, subject to the holiday schedule.

All water furnished by the District shall be metered by meters installed, maintained, and owned by the District. The meter and connection is for the sole use of the Customer and is to provide service to only one (1) dwelling or one (1) business. Any attempt to tamper with or to by-pass a meter, or to divert water utility service from one property to another, or to share, resell or sub meter water to any other person, dwelling, business, or property is prohibited. Unauthorized users of District services shall be prosecuted to the extent allowed by law under the Texas Penal Code § 28.03.

As a condition of service, the Customer agrees that the Customer and all persons or entities owning an interest in the property served by the meter will execute before a notary public the District's standard waterline easement.

Customer agrees to hold the District harmless from any and all claims or demands for damage to real or personal property occurring from the point the user ties onto the District's meter to the final destination of customer service line installed on the property by Customer.

Customer understands and acknowledges that the District is under no obligation or liability to look for any water leaks occurring on Customer's property and the District may not know when or if a leak is on said property.

The District shall have the right to select the location of the water service meter, pipe, and appurtenant equipment on Customer's property necessary to connect Customer to the District's water system. The District shall have access to its meter and equipment located on Customer's property at all reasonable times for any purpose connected with or in the furtherance of the District's business operations, and upon disconnection or discontinuance of service, the District shall have the right to remove any of the District's property from Customer's property.

Damage to the District's equipment (meter, endpoint, meterbox, etc.) may result in repair or replacement fees charged to the customer. _____**Customers Initials**

Customer agrees to pay any applicable service trip charges and understands that these charges must be paid with the next monthly utility service bill or services will be disconnected in accordance with the District's Rate Order.

By signing this agreement, the Customer agrees to comply with the terms of this Agreement and/or the District's Rate Order. If the Customer fails to comply with the terms, the District shall, at its option, terminate service.

The District's Rate Order is available at www.rockettwater.com.

The District has determined the cost for providing service to your property in the amount stated below. By signing this notice, you acknowledge that all charges and fees for service are non-refundable except for the Deposit. If you sell or vacate the property, you must request a final monthly bill and provide a forwarding address. The District will apply your Deposit to the final bill and refund the difference.

FOR OFFICE USE ONLY:	COST OF SERVICE NOTICE	
☐	Connection Fee	**$**
☐	Meter Set Fee	**$**
☐	Deposit	**$100.00**
☐	Activation Fee	**$50.00**
☐	Sewer and/or Garbage Service Deposit Red Oak _____Waxahachie _____Ferris_____	**$**
☐	CSI (Customer Service Inspection Residential $50 Commercial $100	**$**
☐	Other_____	**$**
	TOTAL	**$**

SIGNATURES

By signing this agreement Customer agrees that all information is true and correct. Any misrepresentation of the facts by the Customer on this Service Application and Agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Policies.

Customer Signature:	Date:
Co-Customer Signature:	Date:
District Witness:	Date:

CROSS CONNECTION CONTROL & CSI/BACKFLOW

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

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly.

2. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an airgap or a reduced pressure-zone backflow prevention assembly.

3. All Industrial and Commercial customers will install a Backflow Device at the meter. Upon completion of construction, Rockett Special Utility District will conduct a CSI (Customer Service Inspection) to identify any other possible cross connections. Backflow Device must be tested when installed and tested annually by a certified inspector.

4. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.

5. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption after January 4, 2014. Plumbing installed on or after January 4, 2014 may not contain more than 0.25% lead content.

6. No solder or flux which contains more than .2% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption.

7. All irrigation systems must have a proper backflow prevention device installed and tested.

The Customer agrees to permit their property to be inspected for possible cross-connections, potential contamination hazards, multiple connections on single meter, and illegal lead materials. These inspections shall be conducted by the District, or its designated agent, prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours, except in emergencies. [30 TAC § 291.81 (a)(2)]

The District shall notify the Customer in writing of any cross-connections or other potential contamination hazard which has been identified during the initial or the periodic re-inspection. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on their premises. The Customer shall, at his/her expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required.

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

ROCKETT SPECIAL UTILITY DISTRICT

SERVICE APPLICATION AND AGREEMENT (CONT'D)

CROSS CONNECTION CONTROL & CSI/BACKFLOW

Service Applicants and Homeowners please check all that apply:

Proposed Use of Property: Residential___ Commercial___ Agricultural___ Other_____		
Manufactured home (mobile home): _____ Site Built Home: _____ Year built/manufactured: _____		
Wastewater: Septic___ Tank Aerobic___ City Sewer___		
Do you have any plans to renovate/remodel?	No ☐	Yes ☐
Is there a well on the property?	No ☐	Yes ☐
If yes, do you plan on using the well?	No ☐	Yes ☐
Will there be livestock on the property?	No ☐	Yes ☐
Will there be a water trough?	No ☐	Yes ☐
If yes, how will it be filled?	Automatic ☐	Manual ☐
Is there a swimming pool on the property?	No ☐	Yes ☐
If yes, how will it be filled?	Automatic ☐	Manual ☐
Is there an irrigation/sprinkler system on the property?	No ☐	Yes ☐
Do you plan on installing or replacing an irrigation/sprinkler system on the property?	No ☐	Yes ☐

The Customer understands that prior to the installation or replacement of an irrigation system on the Property, the Customer must submit an irrigation system plan and obtain the District's written approval of such plan. The customer further understands that failure to obtain prior written approval for the installation of an irrigation system will result in substantial penalties being assessed by the District.

Upon construction completion, TCEQ requires a customer service inspection of the premises to identify potential sources of contamination. The inspection is performed by RSUD and will require a CSI fee.
Contact RSUD for an appointment and inspection details.

_____
CUSTOMER INITIALS

SERVICE APPLICATION AND AGREEMENT (CONT'D)

ROAD BORE ACKNOWLEDGMENT

Per Rockett SUD's Rater Order, the fee for boring under a street/road with a service line is $1,000 or the actual cost, whichever is greater. The fee for boring under a state highway with a service line is $1,800 or the actual cost, whichever is greater.

The road bore fee will be charged upfront with your connection fee and deposit. If there are any additional charges you have the option to pay the difference in full or pay with your monthly bill.

Please be aware that Rockett does not collect any money from the bore cost, you (customer) are charged what the contractor bills to Rockett.

SIGNATURES	
I, _____ have read and understand the above policy and procedure for a Road Bore.	
Customer Signature:	Date:
District Witness:	Date:

PROPERTY ID #:_____

SERVICE APPLICATION AND AGREEMENT (CONT'D)

BUILDER AGREEMENT

SUBDIVISION:	**LOT:**	**BLOCK:**
SERVICE ADDRESS:		
NAME OF BUILDER:		
BUILDER E-MAIL:	**BUILDER PHONE #:**	
ACCTS PAYABLE E-MAIL:	**ACCTS PAYABLE PHONE #:**	
BILLING ADDRESS:		
IS THE LOT MARKED? Y/N	**IS THE METER READY TO BE SET? Y/N**	

Meter must be ready to set at time of application. If Rockett SUD cannot set the meter due to damaged or missing equipment, the builder (customer) will be charged a $50.00 service trip fee.

Builder assumes financial responsibility for any damage, theft, or vandalism to any Rockett owned or installed equipment, to include, but not limited to, meters, endpoints, boxes, wires, hydrants, and valves.

CSIs (Customer Service Inspections) MUST be completed before the water account can be switched into the new homeowner's name. The CSI is necessary to continue receiving water services.

Builders must call and schedule CSI 3-5 days in advance before the requested inspection date. Inspections must be completed before the closing date in order to leave time for repairs and re-inspection if necessary. Rockett SUD will not coordinate with the new homeowner until after CSI has been completed. Please make sure the home is open/unlocked on the day and time of the inspection. If the home is not accessible at scheduled time an additional $50.00 CSI fee will be applied to the account.

Rockett SUD will not place you on the schedule if the following are not completed prior to scheduling:

- Meter and angle stop must be visible and aligned in the center of the meter box.
- Meter box must be intact and cannot be damaged.
- A Cut off valve has been installed outside of the meter box.
- Irrigations plans must be submitted and approved.
- Backflow Device must be tested upon installation. Test results must be submitted to www.trackmybackflow.com.

If you have any questions or concerns, please contact the Rockett SUD Development Department at 972-617-3524 or development@rockettwater.com.

SIGNATURES	
I, _____ have read and understand the above Builder Agreement.	
Customer Signature:	Date:
District Witness:	Date:

APPENDIX B

(Sample)
Non-standard Service Application Packet

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ROCKETT SPECIAL UTILITY DISTRICT

APPLICATION FOR NON-STANDARD WATER UTILITY SERVICE

_____ ("Applicant") requests non-standard water utility service from Rockett Special Utility District ("District") to property located inside the District's state-certificated service area ("CCN"). Applicant understands and agrees that retail water utility service will only be available under the terms and conditions of the District's rate order, the regulations of the Texas Commission on Environmental Quality ("TCEQ"), the Texas Water Code, and the Texas Health & Safety Code, and applicable state and federal laws and regulations.

By signing and submitting this Application for non-standard retail water utility service, Applicant declares that Applicant is the owner of the property requesting service or a developer with legal, contractual rights to develop the property. If Applicant is not the landowner or developer, Applicant must have written legal authority to make this Application and to bind the landowner/developer to the terms of any resulting service contract. [Attach a copy of sworn power of attorney]

The information solicited below shall be the minimum information required for the Applicant to initiate non-standard service to the property. The Applicant shall also be required to timely provide any additional information required by the District and/or its designated consulting engineers to evaluate the service request, its effects on the District's existing water system and customers, and any additional service capacities that might need to be developed to fulfill this request.

This is only an application for non-standard service. Rockett Special Utility District is not obligated to provide service until the Application has been evaluated and a final Non-Standard Contract has been executed by all necessary parties.

Applicant/Developer

Legal name & Title: _____

Physical address: _____Mailing address: _____

Telephone: _____ Fax: _____ Email: _____

Responsible Engineer

Legal name & Title: _____

Firm: _____Mailing address: _____

Telephone: _____ Fax: _____ Email: _____

Contractor

Legal name & Title: _____

Physical address: _____Mailing address: _____

Telephone: _____ Fax _____ Email: _____

Property

Legal Name of Development or Business: _____

Property ID: _____ Number of acres: _____

Address/Location: _____

Landowner

Legal name & Title: _____

Physical address: _____Mailing address: _____

Telephone: _____ Fax: _____Email: _____

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This development includes more than one property or landowner: Yes ____ No ____

Property 2

Legal Name of Development or Business: _____

Property ID: _____ Number of acres: _____

Address/Location: _____

Landowner

Legal name & Title: _____

Physical address: _____Mailing address: _____

Telephone: _____ Fax: _____ Email: _____

Property 3

Legal Name of Development or Business: _____

Property ID: _____ Number of acres: _____

Address/Location: _____

Landowner

Legal name & Title: _____

Physical address: _____Mailing address:_____

Telephone: _____ Fax: _____ Email: _____

Development Details

Describe all intended land uses in the Development: (Attach additional sheets if necessary)

___ Residential Subdivision ___ Apartments

___ Manufactured Home Park ___ RV Park

___Data Center ___Industrial ___Concrete Plant

___Nursing Homes ___Grocery Store

Total number of lots, units or pads_____

Number of Residential ____ Non-Residential ____ Non-Metered___

___Commercial Other

Type of Business _____

Franchise or tenant name _____

Number of buildings _____ # of suites _____

Circle what type of system will be used for wastewater: City Sewer Septic Other_____

If there will be internal streets/roads, will they be Public or Private? (Please circle one) Is application being made for entire property? Yes ____ No ____

Is this a phased development? Yes ____ No ____ **Number of Phases** _____

Phases for which service is being requested in *this* application: _____

Fire Protection

Is the property located in the corporate limits or ETJ of a municipality? Yes ____ No____

If yes, provide the name of the municipality: _____

Type of fire protection: _____ **# of Fire Hydrants:** _____

Water volume and pressure requirements: _____

Timetable

Date water service is needed on the property. _____

Additional Documents Required

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Do you need an Endorsement Letter or other document? Yes ___ No ___ Is it filled out & included? Yes __ No __

Please attach the following required documents:

** IF YOU FEEL A SUPPORTING DOCUMENT DOES NOT APPLY TO YOUR DEVELOPMENT, PLEASE ATTACH WRITTEN CONFIRMATION WHY AND SUBMIT IT WITH YOUR APPLICATION.

#1. An electronic PDF copy of detailed water plans that include the following

- signed and sealed by a licensed surveyor or registered professional engineer
- delineating all phases
- number of service locations in each phase
- all large water users
- valves
- number and location of fire hydrant assemblies
- Ts (FITTINGS)
- Crossings
- 20' dedicated centerline Rockett SUD Water line easement
- Rockett SUD Approved Material List, Meter Box Specs, and Rockett SUD Standard Water details

#2. An electronic PDF copy of Survey, Preliminary plat, Lotting Plan or Land Use Study that includes the following:

- Signed and sealed by a licensed surveyor or registered professional engineer.
- 20' dedicated centerline Rockett SUD Water Line easement.

#3. Ownership Documents for each property

- Filed General Warranty Deed
- Filed Special Warranty Deed

#4. Water demands or special service needs detail sheet

- Flow in gallons per day: _____
- Gallons annually: _____
- Quantity of domestic meters: _____ Meter Size: _____
- Irrigation System: Yes ____ No _____ Internal Sprinkle System: Yes _____ No _____
- Quantity of irrigation meters: _____ Meter Size: _____
- Additional water demands or special service needs: _____
  _____

#5. Statement of current needs and a projection (including dates) of future needs

- **Current needs** (This Non-Standard Application)**: _____**
- **Future needs** (What do you expect to need in the future?)**: _____**
  Do you plan to develop additional phases to the current development or a different project on the same property you are currently submitting the non-standard Application for?
- **Date of when you expect to need additional service: _____**

#6. Written confirmation from the City/County stating fire protection requirements for the development

We must maintain and provide the necessary water flow and minimum pressure for domestic and firefighting purposes. The additional fire protection requirements for the development must be factored in when determining the fire flow capability of the existing or new infrastructure for the development.
A checklist is attached with additional information for your use.

#7. Copy of Irrigation Plans

The irrigation plans will be required before scheduling the inspection of the property.

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Written confirmation from the City/County stating fire protection requirements checklist.

#1. Determine to which entity you must submit your request.

The location of your development determines the entity you will submit your request to.

- If the development is within the city limits or ETJ of a municipality, you will submit your request to the city.

- If the city chooses to pass that authority to the county, please provide the written confirmation you receive from them and a copy of any interlocal agreement they provide you with.

  If given a link, please locate, print, and submit the documents with the correct information for your development with your Non-Standard Application and forward your request to the county.

- If the development is outside the city limits or ETJ, you will submit your request to the county.

#2. Correctly identify the development and provide all necessary information with your request.

Please include the following information in your request to identify the development correctly.

- Name and title (example: owner, developer, etc.)
- Property ID #
- Address (only if one is available)
- Type of development (Example: commercial, residential, subdivision, mobile home park, etc.)
- The number and size of the lots in the development
- The number and size of the meters you are requesting.
  (Example: standard size (5/8" x ¾") residential meter or 1" irrigation meter etc.)
- Any other relevant information you feel would like considered when determining the fire protection requirements.

#3. The following information must be included and confirmed for the validity of the response.

- The development is being required only the TCEQ standard fire protection requirements of **250 GPM and 20 PSI**.
- The development is being required additional fire protection than the TCEQ standard fire protection requirements of **250 GPM and 20 PSI**. Additional fire protection is being required by _____.

  Required Fire Protection:
  - in gallons per minute (GPM) _____
  - in pounds per square inch (PSI) _____
  - if you are being required to install fire hydrants _____
  - number and location of the fire hydrants you are required to install _____

If given a link with the information, please locate, print, and include the documents with the correct information for the development with the Non-Standard Application.

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Please be sure to include all pages of your request and any included attachments. (Example: plat, a screenshot of Google maps or ECAD, etc.).

This Application must be completed by the Applicant only. The District will take no action related to the above-described development until this Application is complete. A signed application will be considered complete only after the District has received *all* required documents listed on page 3. Once a completed application has been submitted and approved, a Non-Standard Application Fee in the amount of $3,000.00 plus $10.00 for each in excess of 20 lots will be required.

This fee covers administrative, legal, and engineering costs associated with an investigation of the District's ability to provide service to the Applicant's project. Additional costs may be deemed necessary by the District appropriate to the size and scope of the project.

Applicant will pay all reasonable and necessary costs incurred by Utility in evaluating and responding to this non-standard service application. If Applicant changes the original signed Non-Standard Service Application, Applicant may be required to submit a new Non-Standard Service Application and submit the required fee for such Application. The fees stated above are only estimates required to start work.

Please be advised the hydraulic analysis performed by the District's Engineer will expire six (6) months from the date of the Engineer's approval letter. The Non-Standard Contract must be executed within this timeframe.

All information provided to the District under an application for non-standard service shall be considered public information and will be made available for inspection and copying. Any person who submits the information under such an application consent to the inspection and copying of that information.

Please allow The District a minimum of 10 business days from the date a complete non-standard application is received to review your request and provide you with the initial comments and next steps. The district may require additional time for review based on the complexity of the development.

I CERTIFY, AS THE APPLICANT OR AS AN AUTHORIZED REPRESENTATIVE ON BEHALF OF THE APPLICANT, THAT THE FOREGOING REPRESENTATIONS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT.

APPLICANT:

Signature: _____ Date: _____

Title: _____

Application Received by Utility:

By: _____ *Date of receipt: _____

FOR DISTRICT USE

SERVICE INVESTIGATION FEE: $_____ for _____ requested meters

Check#:_____Date Paid:_____ Received By:_____

Map Sheet #:_____ Between Nodes:_____

Comments: _____

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ROCKETT SPECIAL UTILITY DISTRICT

SOLICITUD DE SERVICIO NO ESTÁNDAR DE AGUA POTABLE

_____ ("Solicitante") solicita servicio no estándar de agua al Rockett Special Utility District ("Distrito") para la propiedad ubicado dentro del área de servicio certificada por el estado del Distrito ("CCN"). El Solicitante entiende y acepta que el servicio minorista de agua solo estará disponible conforme a los términos y condiciones de la orden de tarifas del Distrito, las disposiciones de la Texas Commission on Environmental Quality ("TCEQ"), el Texas Water Code y el Texas Health & Safety Code, así como las leyes y reglamentos estatales y federales aplicables.

Al firmar y presentar esta Solicitud de servicio no estándar de agua para uso minorista, el Solicitante declara que es propietario de la propiedad que solicita el servicio o bien un desarrollador con derechos legales y contractuales para desarrollar dicho propiedad. Si el Solicitante no es el propietario del terreno ni el desarrollador, deberá contar con autorización legal por escrito para presentar esta Solicitud y obligar al propietario/desarrollador a los términos de cualquier contrato de servicio que resulte. [Adjunte copia del poder notarial otorgado bajo protesta]

La información solicitada a continuación será la mínima necesaria para que el Solicitante inicie el servicio no estándar en la propiedad. Asimismo, el Solicitante deberá proporcionar oportunamente cualquier información adicional que requiera el Distrito y/o sus ingenieros consultores designados, a fin de evaluar la solicitud de servicio, sus efectos en el sistema de agua existente del Distrito y en sus usuarios, así como cualquier capacidad adicional que deba desarrollarse para atender esta solicitud.

Esto es únicamente una solicitud de servicio no estándar. Rockett Special Utility District no está obligado a proporcionar el servicio hasta que la Solicitud haya sido evaluada y un Contrato No Estándar final haya sido firmado por todas las partes necesarias.

Solicitante/Desarrollador

Nombre legal y titulo: _____

Domicilio físico: _____Domicilio postal: _____

Teléfono: _____ Fax: _____ Correo electrónico: _____

Ingeniero responsable

Nombre legal y titulo: _____

Empresa: _____Domicilio postal: _____

Teléfono: _____ Fax: _____ Correo electrónico: _____

Contratista

Nombre legal y título: _____

Domicilio físico: _____Domicilio postal: _____

Teléfono: _____ Fax _____ Correo electrónico: _____

Propiedad

Nombre legal del desarrollo o negocio: _____

ID de la propiedad: _____ Número de acres: _____

Dirección/Ubicación: _____

Propietario del terreno

Nombre legal y titulo: _____

Domicilio físico: _____Domicilio postal: _____

Teléfono: _____ Fax: _____Correo electrónico: _____

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Este desarrollo incluye más de una propiedad o propietario del terreno: Sí ____ No ____

Propiedad 2

Nombre legal del desarrollo o negocio: _____

ID de la propiedad: _____ Número de acres: _____

Dirección/Ubicación: _____

Propietario del terreno

Nombre legal y titulo: _____

Dirección física: _____Dirección postal: _____

Teléfono: _____ Fax: _____ Correo electrónico: _____

Propiedad 3

Nombre legal del desarrollo o negocio: _____

ID de la propiedad: _____ Número de acres: _____

Dirección/Ubicación: _____

Propietario del terreno

Nombre legal y titulo: _____

Dirección física: _____Dirección postal: _____

Teléfono: _____ Fax: _____ Correo electrónico: _____

Detalles del desarrollo

Describa todos los usos de la tierra previstos en el desarrollo: (Adjunte hojas adicionales si es necesario)

___ Fraccionamiento Residencial ___ Departamentos

___ Parque de casas manufacturadas ___ Parque de casas rodantes (RV)

Número total de lotes, unidades o espacios_____

Cantidad residencial ____ No residencial ____ Sin medidor___

___Centro de datos ___Industrial ___Planta de concreto

___Asilos ___Tienda de abarrotes

___Otro comercial

Giro del negocio _____

Nombre de la franquicia o arrendatario _____

Número de edificios _____ # de suites _____

Círcule el tipo de sistema que se utilizara para aguas residuales: Drenaje municipal Fosa séptica Otro_____

Si habrá calles/caminos internos, ¿serán Públicos o Privados? (Por favor, circule uno) ¿La solicitud se presenta para toda la propiedad? Sí ____ No ____

¿Este desarrollo se realizará por etapas? Sí ____ No ____ **Número de fases** _____

Fases para las que se solicita el servicio en *esta* solicitud: _____

Protección contra incendios

¿La propiedad se encuentra dentro de los límites municipales o en la ETJ de un municipio? Sí ____ No____

Si la respuesta es sí, indique el nombre del municipio: _____

Tipo de protección contra incendios: _____ **# de hidrantes contra incendio:** _____

Requisitos de volumen y presión de agua: _____

Cronograma

Fecha en que se requiere el servicio de agua en la propiedad. _____

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Documentos adicionales requeridos

¿Necesita una Carta de Endoso u otro documento? Sí ___ No ___ **¿Está llenado(a) e incluido? Sí __ No __**

Favor de adjuntar los siguientes documentos requeridos:

** SI CONSIDERA QUE ALGÚN DOCUMENTO DE RESPALDO NO APLICA PARA SU DESARROLLO, FAVOR DE ANEXAR UNA CONFIRMACIÓN POR ESCRITO EXPLICANDO EL MOTIVO Y ENVIARLA JUNTO CON SU SOLICITUD.

#1. Una copia electrónica en PDF de los planos detallados de agua que incluyan lo siguiente

- firmados y sellados por un topógrafo con licencia o un ingeniero profesional registrado
- que delimiten todas las fases
- número de ubicaciones de servicio en cada fase
- todos los grandes usuarios de agua
- Válvulas
- cantidad y ubicación de los conjuntos de hidrantes contra incendio
- Tés (CONEXIONES)
- Cruces
- Easement de 20' al eje central para la línea de agua de Rockett SUD
- Lista de materiales aprobados por Rockett SUD, especificaciones de caja para medidor y detalles estándar de agua de Rockett SUD

#2. Copia electrónica en PDF del levantamiento, plano preliminar, plan de lotificación o estudio de uso del terreno que incluya lo siguiente:

- Firmado y sellado por un topógrafo con licencia o un ingeniero profesional registrado.
- Easement de paso de 20' al eje central para la línea de agua de Rockett SUD.

#3. Documentos del propietario para cada propiedad

- Escritura de garantía general registrada
- Escritura de garantía especial registrada

#4. Hoja de detalle de demanda de agua o necesidades de servicio especial

- Flujo en galones por día: _____
- Galones al año: _____
- Cantidad de medidores domésticos: _____ Tamaño del medidor: _____
- Sistema de riego: Sí ____ No _____ Sistema de rociadores internos: Sí _____ No _____
- Cantidad de medidores de riego: _____ Tamaño del medidor: _____
- Demandas adicionales de agua o necesidades de servicio especial: _____

_____

#5. Declaración de necesidades actuales y proyección (incluyendo fechas) de necesidades futuras

- **Necesidades actuales** (en esta Solicitud no estándar)**: _____**
- **Necesidades futuras** (¿Qué esperas necesitar en el futuro?)**: _____**
  ¿Planea desarrollar fases adicionales del desarrollo actual o un proyecto distinto en la misma propiedad para la cual está presentando esta Solicitud no estándar?
- **Fecha en la que estima que necesitará servicio adicional: _____**

#6. Confirmación por escrito de la Ciudad/Condado que indique los requisitos de protección contra incendios para el desarrollo

Debemos mantener y proporcionar el flujo de agua necesario y la presión mínima para uso doméstico y para combate de incendios. Los requisitos adicionales de protección contra incendios del desarrollo deben considerarse al determinar la capacidad de flujo contra incendios de la infraestructura existente o nueva para el desarrollo.

Se adjunta una lista de verificación con información adicional para su consulta.

#7. Copia de los planos de riego

Los planos de riego serán necesarios antes de programar la inspección de la propiedad.

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Confirmación por escrito de la Ciudad/Condado que indique la lista de verificación de requisitos de protección contra incendios.

#1. Determine a qué entidad debe presentar su solicitud.

La ubicación de su desarrollo determina a qué entidad presentará su solicitud.

- Si el desarrollo está dentro de los límites de la ciudad o en la ETJ de un municipio, deberá presentar su solicitud ante la ciudad.

- Si la ciudad decide transferir esa autoridad al condado, favor de proporcionar la confirmación por escrito que reciba de ellos y una copia de cualquier convenio interlocal que le entreguen.

  Si le proporcionan un enlace, favor de ubicar, imprimir y entregar los documentos con la información correcta de su desarrollo junto con su Solicitud No Estándar y canalizar su solicitud al condado.

- Si el desarrollo está fuera de los límites de la ciudad o del ETJ, deberás presentar tu solicitud ante el condado.

#2. Identifica correctamente el desarrollo y proporciona toda la información necesaria junto con tu solicitud.

Incluye la siguiente información en tu solicitud para identificar correctamente el desarrollo.

- Nombre y titulo (ejemplo: propietario, desarrollador, etc.)
- Numero de ID de la propiedad
- Dirección (solo si se cuenta con una)
- Tipo de desarrollo (ejemplo: comercial, residencial, fraccionamiento, parque de casas móviles, etc.)
- Cantidad y tamaño de los lotes del desarrollo
- Cantidad y tamaño de los medidores que estás solicitando. (Ejemplo: medidor residencial estándar ("5/8" x ¾") o medidor de riego de "1", etc.)
- Cualquier otra información relevante que consideres que deba tomarse en cuenta al determinar los requisitos de protección contra incendios.

#3. Para que la respuesta sea válida, se debe incluir y confirmar la siguiente información.

- Al desarrollo solo se le exigen los requisitos estándar de protección contra incendios de la TCEQ de **250 GPM y 20 PSI**.
- Al desarrollo se le exige protección contra incendios adicional a los requisitos estándar de protección contra incendios de la TCEQ de **250 GPM y 20 PSI**. La protección adicional contra incendios es requerida por _____.

Protección contra incendios requerida:

- en galones por minuto (GPM) _____
- en libras por pulgada cuadrada (PSI) _____
- si se le requiere instalar hidrantes contra incendios _____
- cantidad y ubicación de los hidrantes contra incendios que se le requiere instalar _____

Si se proporciona un enlace con la información, favor de localizarlo, imprimirlo e incluir los documentos con la información correcta del desarrollo junto con la Solicitud No Estándar.

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Por favor, asegúrese de incluir todas las páginas de su solicitud y cualquier anexo adjunto. (Ejemplo: plano, una captura de pantalla de Google Maps o ECAD, etc.).

Esta Solicitud debe ser llenada únicamente por el/la Solicitante. El Distrito no realizará ninguna acción relacionada con el desarrollo descrito anteriormente hasta que esta Solicitud esté completa. Una solicitud firmada se considerará completa únicamente después de que el Distrito haya recibido *todos* los documentos requeridos que se enumeran en la página 3. Una vez que la solicitud completa se haya presentado y aprobado, se deberá pagar una Cuota de Solicitud No Estándar por $3,000.00 más $10.00 por cada lote adicional a partir de 20 lotes.

Esta cuota cubre los costos administrativos, legales y de ingeniería asociados con la evaluación de la capacidad del Distrito para brindar servicio al proyecto del/de la Solicitante. El Distrito podrá determinar que se requieren costos adicionales, según el tamaño y el alcance del proyecto.

El/la Solicitante pagará todos los costos razonables y necesarios en que incurra la Empresa de Servicios al evaluar y responder a esta solicitud de servicio no estándar. Si el/la Solicitante modifica la Solicitud de Servicio No Estándar original firmada, es posible que se le requiera presentar una nueva Solicitud de Servicio No Estándar y pagar la cuota correspondiente. Las cuotas indicadas arriba son solo estimaciones necesarias para iniciar los trabajos.

Se le informa que el análisis hidráulico realizado por el Ingeniero del Distrito vencerá a los seis (6) meses a partir de la fecha de la carta de aprobación del Ingeniero. El Contrato No Estándar deberá formalizarse dentro de este plazo.

Toda la información que se proporcione al Distrito mediante una solicitud de servicio no estándar se considerará información pública y estará disponible para su consulta y reproducción. Cualquier persona que presente información bajo este tipo de solicitud acepta que dicha información pueda ser consultada y copiada.

Favor de permitir al Distrito un mínimo de 14 días hábiles a partir de la fecha en que se reciba una solicitud no estándar completa para revisar su petición y proporcionarle los comentarios iniciales y los siguientes pasos. El Distrito podría requerir tiempo adicional de revisión, según la complejidad del desarrollo.

CERTIFICO, COMO SOLICITANTE O COMO REPRESENTANTE AUTORIZADO EN NOMBRE DEL SOLICITANTE, QUE LAS DECLARACIONES ANTERIORES CONTENIDAS EN ESTA SOLICITUD SON VERDADERAS Y CORRECTAS.

SOLICITANTE:

Firma: _____ Fecha: _____

Titulo: _____

Solicitud recibida por la empresa de servicios:

Por: _____ *Fecha de recibo: _____

PARA USO DEL DISTRITO

CUOTA POR INVESTIGACIÓN DEL SERVICIO: $_____ por _____ medidores solicitados

Numero de Cheque:_____Fecha de pago:_____ Recibido por:_____

Numero de Hoja de mapa:_____ Entre nodos:_____

Comentarios: _____

APPENDIX C

Miscellaneous Transaction Forms

126 Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax
www.rockettwater.com

ROCKETT SPECIAL UTILITY DISTRICT

NOTICE TO OWNER OF RENTAL PROPERTY

You are hereby given notice that the renter/lessee is past due on the water utility account with Rockett Special Utility District (the "District") for the property at the following address:_____. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and the District will terminate water utility service unless the bill is paid by the final due date. If service is terminated, the restoration of service shall be governed by the District's policies and by the terms and conditions of its Rate Order.

We are serving notice to you as the landlord per the lease provided at the time of service that if the location has no active service for 45 days the District has the right to remove the meter from the property. A reservice fee will be charged per the District Rate Order at the time new service is requested.

If you have any questions regarding this notice please call our office.

Rockett SUD

Amount Due (including service charges): $_____
Final Due Date:_____.

EXAMPLE ONLY

126 Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax
www.rockettwater.com

ROCKETT SPECIAL UTILITY DISTRICT

NOTICE OF WATER ALLOCATION MEASURES

DATE:

TO: All Customers

Due to extreme water usage during the past weeks the District's water system is unable to meet the demand of all water needs. Therefore, in accordance with the District's Drought Contingency Plan on file with the Texas Commission on Environmental Quality, Stage _____- _____ rationing will begin on _____, 20___, and will be in effect no later than _____, 20___, or until the situation improves.

Stage _____ - _____Rationing allows _____

_____

_____

The Board of Directors has authorized the installation of a flow restrictor on any line where a customer is found violating these rules. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from this rationing program please notify the District in writing at the address above. A complete copy of the District's approved Drought Contingency Plan is available for review at our business office.

Thank you for your cooperation.

General Manager,
Rockett SUD

EXAMPLE ONLY

126Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax

ROCKETT SPECIAL UTILITY DISTRICT

DEFERRED PAYMENT AGREEMENT

Customer: _____ Account #: _____

Service Address: _____

Briefly describe the circumstances that make this payment plan necessary:

_____

_____

This agreement is made between Rockett Special Utility District ("District") and the undersigned Customer to be effective on the date of acceptance by the District stated below. By signing this agreement, the undersigned Customer agrees to pay to the District the outstanding account balance in equal monthly installments until the outstanding balance is paid in full, as follows:

Outstanding account balance. . . . . $ _____

Down payment . . . . . $ _____

Monthly installment amount. . . . . $ _____(X)_____months

Beginning _____, 20_____, Customer will pay $ _____ to the District on or before the due date shown on the Customer's monthly bill for a period of _____ months until the outstanding account balance is paid in full. In addition to the monthly installment amount, the Customer's regular monthly bill for service shall be paid in a timely manner. Failure to comply with the terms of this agreement shall entitle the District to disconnect the Customer's service in accordance with the District's service policies.

Signature of Customer: _____ Date: _____

APPROVED AND ACCEPTED by Rockett Special Utility District on _____,20_____

By: _____

Supervisor or Manager

EXAMPLE ONLY

126 Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-3524 Fax
www.rockettwater.com

ROCKETT SPECIAL UTILITY DISTRICT

INSTALLMENT AGREEMENT

Customer:_____

Account#:_____

AN AGREEMENT made between Rockett Special Utility District ("District") and the Customer to be effective on the date of acceptance by the District stated below.

By execution of this agreement, the undersigned Customer agrees to pay $_____ per month for _____ months until the total amount of $_____ is paid in full for service at _____.
I understand and acknowledge that the monthly payments described herein will be included in my monthly water bills in addition to monthly service charges for water usage. Any fees normally assessed by the District on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this agreement shall institute the Districts disconnection procedures as set forth in the District's Rate Order.

Signature of Customer:_____ Date:_____

Cost of Installation: $_____

Down Payment: $_____

Balance: $_____

EXAMPLE ONLY

126 Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax

ROCKETT SPECIAL UTILITY DISTRICT

METER TEST AUTHORIZATION FORM

Date of Request: _____

Account Number: _____

Meter Serial Number: _____

Customer Name: _____

Service Address: _____

Phone Number: _____

Reason(s) for Request: _____

_____

Customer hereby authorizes the District to pull and test Customer's water meter for accuracy. Customer shall accept test results shown by the District. The test shall be conducted on a certified test bench in accordance with the American Water Works Association standards and methods. Customer agrees to pay $50.00 for the test if the results indicate an AWWA acceptable performance, plus a $50.00 service trip fee, plus any outstanding water service charges and fees. In the event that Customer is required to pay for the test and for outstanding water service charges and fees, said charges and fees shall be appear on the first billing statement sent to the Customer following the test date.

_____
Signature of Customer

_____
Customer Service Representative

EXAMPLE ONLY

ROCKETT SPECIAL UTILITY DISTRICT

126Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax

METER TEST RESULTS

Date of Test: _____

Account Number: _____

Meter Serial Number: _____

Customer Name: _____

Service Address: _____

Phone Number: _____

2 Gallons Low Flow Test..... _____% (AWWA Standard 97.0 - 103.0%)

5 Gallons Intermediate Test ..... _____% (AWWA Standard 98.5 - 101.5%)

10 Gallons High Flow Test..... _____% (AWWA Standard 98.5 - 101.5%)

Test conducted by _____ Approved

EXAMPLE ONLY

CUSTOMERS MAY REQUEST THAT PERSONAL ACCOUNT INFORMATION CONTAINED IN ROCKETT SPECIAL UTILITY DISTRICT'S RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS

The Texas Legislature enacted Section 182.052 of the Texas Utilities Code requiring publicly-owned utilities to give customers notice of their right to request that personal information, including but not necessarily limited to the customer's address, telephone number, account records and social security number, be kept confidential by the utility.

Is there a charge for this service?

Yes, there is a one-time charge of $2.00 to cover the administrative cost of complying with the request for confidentiality. This Non-Disclosure Fee must be paid at the time of request.

How can you request that my records be kept confidential?

Simply complete the form at the bottom of this page and return it with your check or money order for $2.00 to:

Rockett Special Utility District
P.O. Box 40
Red Oak, Texas 75154

A response is not necessary if you do not want this service.

NOTICE

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

Government-operated utilities are not prohibited from disclosing personal information in a customer's account record to: (1) an official or employee of the state, a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provided water, wastewater, sewer, gas, electricity, or drainage service for compensation.

Detach and Return this Section

Yes, I want Rockett Special Utility District to keep the personal information in my account record confidential, including but not necessarily limited to my address, telephone number, and social security number. I have enclosed my payment of $2.00 cover the administrative expense for this service.

Name:_____ Signature:_____

Account #:_____ Phone:_____

Address:_____

EXAMPLE ONLY

NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF ROCKETT SPECIAL UTILITY DISTRICT

Pursuant to Chapter 13.2502 of the Texas Water Code, Rockett Special Utility District hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Rockett Special Utility District, Certificate of Convenience and Necessity No. 10099, in Ellis County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water service connections on a single contiguous tract of land must comply with Developer, Subdivision, and Non-Standard Service Requirements (the "Subdivision Policy") contained in Rockett Special Utility District's Rate Order.

Rockett Special Utility District is not required to extend retail water utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Among other requirements, the Subdivision Policy requires the applicant to:

- complete a Non-Standard Service Application;
- submit an approved final plat showing the requested service area;
- pay a Service Investigation Fee; and
- enter into a Non-Standard Service Contract and/or other agreements.

Applicable elements of the Subdivision Policy, depending on the specific circumstances of the subdivision service, may include:

- evaluation by Rockett Special Utility District of the impact a proposed subdivision service extension will make on Rockett Special Utility District's water supply system and payment of the costs for this evaluation;
- payment of fees for reserving water supply capacity;
- forfeiture of reserved water supply capacity for failure to pay applicable fees;
- payment of costs of any improvements to Rockett Special Utility District's system that are necessary to provide water service;
- construction according to design approved by Rockett Special Utility District and dedication by the developer of water facilities within the subdivision following inspection.

Rockett Special Utility District's Rate Order and a map showing Rockett Special Utility District's service area may be reviewed at Rockett Special Utility District's offices at 404 South Highway 342, Red Oak, Texas 75454. The Rate Order and service area map also are filed of record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, Utility Rates and Services [Certification and Rate Design] Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.

EXAMPLE ONLY

ROCKETT SPECIAL UTILITY DISTRICT

<DATE>

NAME
ADDRESS
CITY, STATE, ZIP

Re: Account #
Returned Item #
Amount - $
Date –

Dear Customer,

The above-noted check has been returned to Rockett Special Utility District by your bank for the following reasons*: <**LIST REASON HERE**>*.

AT THIS TIME WE WILL NO LONGER BE ACCEPTING CHECKS FOR THIS ACCOUNT.

You have ten days from the date of this notice in which to redeem the returned check of *$____.___* and pay an additional *$35.00* return check fee, totaling ***$____.___***. Redemption of the returned check and payment of additional fees may be made by ***cash, money order, credit card/debit card.*** If you have not redeemed the returned check and paid additional service fees within ten (**10**) days of this notice, your utility service will be disconnected.

If your service is disconnected, an additional fee of ***$50.00*** will be applied to your account to reinstate your service.

If you have any questions, feel free to call the office at **(972) 617-3524.**

Kind Regards,

Customer Service Department
Rockett Special Utility District

EXAMPLE ONLY

ROCKETT SPECIAL UTILITY DISTRICT

<DATE>

NAME
ADDRESS
CITY, STATE, ZIP

Re: Account #
Returned Item Type or Number
Amount - $
Date of Returned Item-

Dear Customer,

The above-noted bank draft has been returned to Rockett Special Utility District by your bank for the following reasons: <***LIST REASON HERE***>.

You have ten days from the date of this notice in which to redeem the returned bank draft of *$___.___* and pay an additional *$35.00* return check fee, totaling ***$___.___.*** Redemption of the returned bank draft and payment of additional fees may be made by ***cash, money order, credit card, or certified check.*** If you have not redeemed the returned bank draft and paid additional service fees within ten (**10**) days of this notice, your utility service will be disconnected.

If your service is disconnected, an additional fee of ***$50.00*** will be applied to your account to reinstate your service.

If you have any questions, feel free to call the office at **(972) 617-3524.**

Kind Regards,

Customer Service Department
Rockett Special Utility District

EXAMPLE ONLY

126 Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax
www.rockettwater.com

ROCKETT SPECIAL UTILITY DISTRICT

REQUEST FOR SERVICE DISCONTINUANCE

Customer:_____

Account #:_____

Meter Address:_____

I, the undersigned Customer, hereby request that my water meter assigned to the above-noted account and address be disconnected from Rockett Special Utility District (the "District") service and that my deposit be refunded to me if not done previously. If I should ever want my service reinstated at this address, I acknowledge that I may have to reapply for service as a new customer and pay all fees required by the District's Rate Order in effect at that time. I understand that the District's ability to provide service in the future will be dependent upon system capacity, which may be limited, and that capital improvements may be needed to deliver adequate service. I also understand that any necessary capital improvements will be constructed at my cost.

I further represent to the District that my spouse and/or all other account holders joins me in this request and that I am authorized to execute this Request for Service Discontinuance on behalf of my spouse and/or all other account holders.

Signature of Customer:_____ Date:_____

NOTE: Charges for service will terminate when this signed request is received by the District office. The District will assess a $_____ fee for processing this request, which will be deducted from the deposit in addition to final charges.

EXAMPLE ONLY

Date of Notice: _____

EASEMENT DENIAL FORM AND AFFIDAVIT

THE STATE OF TEXAS §
COUNTY OF ELLIS §

Property Owner Name: [**NAME]**

Legal Description of Property: **[LEGAL DESCRIPTION]**

Rockett Special Utility District (the "District") has attempted to acquire an easement for a community water distribution system across your property described above. It is now necessary to require that an easement either be granted or refused by you within thirty (30) days after receipt of this notice. A copy of the requested Waterline Easement is attached to this notice.

If you **AGREE** to grant an easement to the District on the above-described property, please sign the enclosed Waterline Easement before a notary public and return in to the District. A recorded copy will be returned for your records. A representative of the District is available to meet on-site, notarize your signature, and pick up a copy of the document.

If you **REFUSE** to grant the requested easement to the District, sign the Acknowledgement of Refusal on the following page before a notary public and return it to the district. A self addressed, stamped envelope is enclosed for the return of either document.

If you refuse to grant the requested easement and at some future time you (or another owner of the property or any portion of the property) request water service to the property, the District will require an easement before providing water service as authorized by Section 49.218(d)-(f) of the Texas Water Code. At that time, and in addition to other costs required for water service, the District will require payment of all reasonable costs to relocate or replace water distribution facilities installed in public right-of-way and/or to construct water distribution facilities within the easement that will be provided. **The District's engineer estimates the cost to be $_____ per _____ linear feet, plus the cost of fittings,** which amount may be greater in the future. You may wish to consult an attorney about whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.

If the District does not a receive a completed easement within the 30 days specified, the District will consider this failure to be a denial of the easement on your part and the District will complete and sign a copy of this notice before a notary public. The original will be recorded in the land records of this county and a copy will be retained in the Districts records concerning the provision of future water service to the above-noted property.

If you need any clarification concerning this notice or the enclosed agreement, please contact the District's representative, Matthew Whitman, at 972-318-9688. Please give this matter the attention it deserves.

Sincerely,

Kay Phillips, General Manager
Rockett Special Utility District

VIA FIRST CLASS MAIL, POSTAGE PREPAID, AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. _____

EXAMPLE ONLY

ACKNOWLEDGEMENT OF REFUSAL

I, _____, hereby refuse Rockett Special Utility District's request for an easement to install, extend, enlarge, upgrade, improve or relocate a community water distribution system upon, under or across the above-described property.

_____
Signature of Property Owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by _____.

_____
Notary Public, State of Texas

EXAMPLE ONLY

AFFIDAVIT

THE STATE OF TEXAS §
COUNTY OF ELLIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Kay Phillips, who, after being duly sworn, stated under oath that she is the duly appointed General Manager of Rockett Special Utility District; that this is a true and correct copy of the document and the attached Waterline Easement sent by certified mail, return receipt requested, to _____ on _____, and a signed receipt verifying delivery and acceptance, or the return noting refusal to accept or verify delivery is attached to this Affidavit; that Rockett Special Utility District did not receive a signed easement or signed Acknowledgement of Refusal within thirty (30) days following the receipt of same by foregoing property owner; that Rocket Special Utility District furnished the property owner with a current estimate from the District's engineer estimating the cost for relocating, replacing, or constructing the water distribution facilities and/or other improvements for which an easement was requested but denied by the property owner, a copy of which is attached hereto and incorporated herein; and that every statement contained in this Affidavit is within his personal knowledge and is true and correct.

_____
Kay Phillips, General Manager
Rockett Special Utility District

SUBSCRIBED AND SWORN TO BEFORE ME on the _____ day of _____, 20_____, to certify which witness my hand and official seal.

_____
Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF ELLIS §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by Kay Phillips, General Manager of Rockett Special Utility District, with authority and on behalf of said entity

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Rockett Special Utility District
P.O. Box 40
Red Oak, Texas 75154

EXAMPLE ONLY

126 Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax
www.rockettwater.com

ROCKETT SPECIAL UTILITY DISTRICT

TERMINATION NOTICE

TO:

ACCOUNT NO.:

DATE:

DATE OF SCHEDULED TERMINATION:

You are hereby advised that the delinquent status of your account is jeopardizing your right to receive utility service from Rockett Special Utility District (the "District"). If payment is not received by our office within ten (10) days of the date of this notice, your utility service will be terminated and meter(s) will be removed. To regain service after termination, you must reapply for new service and pay all costs associated with obtaining new service and meter(s) pursuant to the District's adopted Rate Order at such time. If you do not intend to continue receiving water service from the District, make sure the service line is capped. The District will not cap the line for you and will remove the meter(s) regardless of the circumstances.

General Manager of Rockett SUD

EXAMPLE ONLY

126 Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax
www.rockettwater.com

ROCKETT SPECIAL UTILITY DISTRICT

EMERGENCY LEAK AGREEMENT

Customer(s):_____ Phone:_____

Account Number(s):_____

I, the customer/applicant, request that Rockett SUD notify the person(s) listed below or turn off my meter service if a water leak is discovered on my property and I am not available.

In case of emergency contact:

1. Name:_____ Phone:_____
2. Name:_____ Phone:_____

YES / NO I hereby authorize District personnel to turn off my meter valve in case of a water leak or other type of emergency on my property.

By signing this agreement I agree to pay applicable service trip charges and understand that these charges must be paid with the next monthly utility service bill or my service will be disconnected in accordance with Section E.14(a) of the District's Rate Order.

I ALSO UNDERSTAND AND ACKNOWLEDGE THAT THE DISTRICT IS UNDER NO OBLIGATION OR LIABILITY TO LOOK FOR ANY WATER LEAKS OCCURRING ON MY PROPERTY AND THAT THE DISTRICT MAY NOT KNOW WHEN OR IF A LEAK IS ON MY PROPERTY.

Customer Signature:_____ Date:_____

District Witness:_____ Date:_____

EXAMPLE ONLY

126 Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax
www.rockettwater.com

ROCKETT SPECIAL UTILITY DISTRICT

NOTICE OF INSUFFICIENT INFORMATION

TO:

ACCOUNT NUMBER:

DATE:

You are hereby advised that your utility service application is considered incomplete by the District because the document(s) or information listed below is incomplete, inaccurate or missing. If our office does not receive the completed documents and/or proper information within ten (10) days of the date of this notice, the District will consider your application incomplete and you will need to re-apply. To re-apply for service, you must pay all charges and fees applicable with the District's Rate Order.

Place an "X" to indicate the required document(s) or information.

_____ SERVICE APPLICATION AND AGREEMENT

_____ OWNERSHIP DOCUMENTS

_____ NON-STANDARD SERVICE APPLICATION AND AGREEMENT

_____ EASEMENT AND RIGHT-OF-WAY

_____ WATER DETAIL SERVICE PLAN

_____ FINAL OR PRELIMINARY PLAT

_____ EXECUTED NON-STANDARD SERVICE CONTRACT

_____ FIRE PROTECTION REQUIREMENTS FROM CITY/COUNTY

_____ OTHER _____

_____ OTHER _____

_____ OTHER _____

EXAMPLE ONLY

ROCKETT SPECIAL UTILITY DISTRICT

Service Investigation Fee
Standard Service

DATE:

Address & Name of Subdivision: _____
# of Lots / acreage: _____
Property ID#: _____

(FOR OFFICE USE ONLY)
Map sheet #: _____
Between Nodes: _____
Nodes Reviewed by: _____

Standard Service Investigation Fee **$250.00**

Requested by: _____
Signature

_____
Printed name

Contact Number: _____

Email: _____

EXAMPLE ONLY

ROCKETT SPECIAL UTILITY DISTRICT

Non-Standard Single Service Investigation Fee

(larger than 5/8" x 3/4" meter)

DATE:

Address & Name of Subdivision: _____
# of Lots / acreage: _____
Property ID#: _____

(FOR OFFICE USE ONLY)
Map sheet #: _____
Between Nodes: _____
Nodes Reviewed by: _____

Intended Use: _____

Additional Information: _____

_____

Standard Service Investigation Fee **$300.00**

Please be advised the hydraulic analysis performed by the District's Engineer will only be good for six (6) months from the date of the Engineer's approval letter.

Requested by: _____
Signature

_____
Printed name

Contact Number: _____

Email: _____

EXAMPLE ONLY

ROCKETT SPECIAL UTILITY DISTRICT

Non-Standard Service Investigation Request for Commercial, Industrial, Developer, or Subdivisions

Date: _____

Name of Subdivision: _____

Number of Lots: _____

Map sheet#: _____

Between Nodes: _____

Nodes reviewed by: _____

Service Investigation Fee for up to 20 service connections: $3,000.00

This fee covers all administrative, legal and engineering costs associated with an investigation of the District's ability to provide service to the applicant's project. Additional costs may be deemed necessary by the District appropriate to the size and scope of the project.

Additional amount for over 20 service connections: $_____

Applicant will be charged $10.00 per each service connection requested over 20 service connections.

Total: $_____

Please be advised the hydraulic analysis performed by the Engineer will only be good for six (6) months from the date of the Engineer's approval letter.

Requested by: _____
Signature

_____
Printed Name

Contact Number: _____
Email: _____

EXAMPLE ONLY

(SAMPLE)

ESCROW AGREEMENT IN LIEU OF PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF _____ §

WHEREAS, _____ ("Owner") has undertaken to develop property described in Exhibit "A" attached hereto; and

WHEREAS, Owner has, pursuant to the tariff of the Rockett Special Utility District Ellis County, Texas (the "District") executed a Three Way Contract to insure that any and all water lines or other improvements which are to be transferred to the District (the "Improvements") are constructed and completed in accordance with the specifications, standards and tariff of the District; and

WHEREAS, Owner wishes to receive water service for said property prior to the completion and approval or acceptance of the Improvements by the District; and

WHEREAS, in order to receive such water service Owner may, where the cost to complete the Improvements is $50,000 or less, in lieu of posting a performance bond, escrow cash money with a bank as escrow agent in an amount not less than the amount necessary to insure completion of said Improvements;

NOW, THEREFORE, Owner, the District and _____ (Bank)("Escrow Agent") agree as follows:

1. Amount. Owner, as a condition to receiving water service for property described in Exhibit "A," shall deposit the sum of $_____, in cash money, with Escrow Agent, said sum being in an amount determined by the District as necessary to insure completion the Improvements which are to be transferred to the District; said Improvements being more particularly described in that certain development contract dated the _____ day of _____, 20_____, between the District, Owner and Owner's Contractor, to which reference is made herein.

2. Notice of Deposit. No membership(s) shall be issued by the District for the property herein described until Escrow Agent notifies the District, in writing, that cash money, in the amount specified herein, has been deposited in an escrow account with Escrow Agent.

3. Release of Funds. Escrow Agent shall not release any or all of the escrowed funds until the District's engineer authorizes the Escrow Agent, in writing, to release such funds as provided for herein as follows:

EXAMPLE ONLY

(a) The District's engineer shall authorize the release of all escrowed funds when all Improvements are completed and approved in accordance with provisions of the Three Way Contract; the determination of which shall be made by the District's engineer whose judgment shall be binding on all parties hereto.

(b) The District's engineer may, but is not required to, authorize, periodically, the release of specified sums of the escrowed funds to the Owner if, and as, the Improvements are completed and approved or accepted by the District in stages, so long as the remaining funds not released are sufficient to complete the construction of the remaining Improvements which have not been, but are required to be, completed and accepted or approved by the District.

4. Notices. Any notice to be sent, or required to be sent or given under this agreement shall be sent to the address of the parties hereto, as follows:

District:

General Manager
Rockett Special Utility District
P.O. Box 40
Red Oak, Texas 75154

District Engineer:

_____
_____
_____
_____

Owner:

_____
_____
_____
_____

Escrow Agent:

_____
_____
_____
_____

5. Fees. Owner agrees to pay any and all fees or costs charged by the Escrow Agent in connection with this Agreement.

EXAMPLE ONLY

6. Non-Liability of Escrow Agent. The Escrow Agent shall have no responsibility except for the safekeeping and delivery of the amounts deposited in the Escrow Account in accordance with this agreement. The Escrow Agent shall not be liable for any act done or omitted to be done under this agreement or in connection with the amounts deposited in the Escrow Account except as a result of the Escrow Agent's gross negligence or willful misconduct. If any question, dispute or disagreement arises among any one or more of the parties hereto and/or any other party with respect to the funds deposited in the Escrow Account, the proper interpretation of this agreement, the duties of the Escrow Agent hereunder or the rights of the parties to this agreement, the Escrow Agent shall not be required to act and shall not be held liable for refusal to act until the question or dispute is settled, and the Escrow Agent has the absolute right at its discretion to do either or both of the following:

(a) withhold and/or stop all further performance under this agreement until the Escrow Agent is satisfied, by receipt of a written document in form and substance satisfactory to the Escrow Agent and executed and binding upon all interested parties hereto (who may include the subscribers), that the question, dispute, or disagreement has been resolved; or

(b) file a suit in interpleader and obtain by final judgment rendered by a court of competent jurisdiction, an order binding all parties interested in the matter.

7. Successors and Assigns. This agreement shall be binding upon the successors and assigns of the parties hereto.

8. Venue. The parties hereto agree that if any legal action is necessary in connection with this agreement, exclusive venue shall lie in Ellis County, Texas.

EXECUTED in triplicate on this _____ day of _____, 20___.

OWNER:

_____

By:_____

Name:_____

Title:_____

ESCROW AGENT:

_____

By: _____

Name: _____

Title: _____

ROCKETT SUD

By: _____

_____, President

EXAMPLE ONLY

(SAMPLE)

MAINTENANCE BOND

STATE OF TEXAS §
§
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS: That _____ as Principal, and _____, a district authorized to do business in the State of Texas, as Surety, do hereby acknowledge themselves to be held and bound to pay unto the Rockett Special Utility District, its successors and assigns, at 126 Alton Adams Drive, Waxahachie, Texas, Ellis County, Texas 75165, the sum of _____ Dollars ($_____), twenty percent (20%) of the total amount of the contract for the payment of which sum said principal and surety do hereby bind themselves, their successors and assigns, jointly and severally.

This obligation is conditioned, however, that:

WHEREAS, said _____ has this day entered into a written contract with Rockett Special Utility District (the "District") to build and construct _____, which contract and the plans and specifications therein mentioned, adopted by the District, are filed with the General Manager of the District and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and;

WHEREAS, under the said plans, specifications, and contract, it is provided that the Principal, as Contractor, will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and do all necessary backfilling that may become necessary in connection therewith and do all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by said contractor on constructing the same or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work, or labor performed by said Contractor, and in case the said Contractor shall fail to repair, reconstruct or maintain said improvements it is agreed that the District may do said work in accordance with said contract and supply such materials and charge the same against the said Contractor and its surety on this obligation, and said Contractor and surety shall be subject to the damages in said contract for each day's failure on the part of said Contractor to comply with the terms and provisions of said contract and this bond.

NOW THEREFORE, if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years, as herein and said contract provided, then these presents shall be null and void and have no further effect; otherwise, to remain in full force and effect.

EXAMPLE ONLY

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said _____, as Contractor and Principal, has caused these presents to be executed by _____, and the said _____, as Surety, has caused these presents to be executed by its Attorney-in-Fact _____, and the said Attorney-in-Fact has hereunto set his hand on this _____ day of _____, 20___.

SURETY:

_____

By:_____

Name:_____
Attorney-in-Fact

PRINCIPAL:

_____

By: _____

Name: _____

Title: _____

EXAMPLE ONLY

(SAMPLE)

CONTRACTOR'S PAYMENT BOND

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____ County, Texas (hereinafter called "Principal"), and _____, a district organized under the laws of the State of _____ and authorized to do business in the State of Texas (hereinafter called "Surety"), are held and firmly bound unto the Rockett Special Utility District in Ellis County, Texas (hereinafter called the "District"), and _____ (hereinafter called "Developer"), and unto all persons, firms and Districts who may furnish materials or perform labor for the building or improvements hereinafter referred to in the penal sum of _____ Dollars ($_____) lawful money of the United States, to be paid in Ellis County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the Principal entered into a certain contract with Developer dated as of the ___ day of _____, 20_____ (the "Contract"), a copy of which is attached hereto and made a part hereof, for construction of _____ to serve _____, an Addition to _____, Ellis County, Texas;

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants, as defined in Article 5160, Revised Civil Statutes of Texas, and all claimants as that term is used in Article 5472d, Revised Civil Statutes of Texas, recodified in Chapter 53, Subchapter I of the Texas Property Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5260, Revised Civil Statutes and/or Article 5472d, Revised Civil Statutes, as recodified in Chapter 53, Subchapter I of the Texas Property Code, as the case may be.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Ellis County, Texas. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

EXAMPLE ONLY

PROVIDED FURTHER, that no final settlement between the District and/or Developer and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in triplicate, each one of which shall be deemed an original, this the ___ day of _____, 20_____.

PRINCIPAL:

_____

By: _____

Name: _____

Title: _____

_____
Secretary (Principal)

_____
Witness as to Principal

SURETY

_____

By: _____
Attorney-in-Fact

Name: _____

_____
Secretary (Principal)

_____
Witness as to Principal

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT.

EXAMPLE ONLY

(SAMPLE)

OWNER'S AND CONTRACTOR'S AFFIDAVIT OF PAYMENT OF LABOR AND MATERIAL FOR IMPROVEMENTS

[This form may be used in lieu of a payment bond on contracts of $50,000 or less]

Project No._____
Contract No._____

STATE OF TEXAS §
COUNTY OF ELLIS §

That, pursuant to the provisions of that certain Three Way Contract entered into on the _____ day of _____, 20_____, between _____ (designated therein and referred to herein as "Owner"), _____, (designated therein and referred to herein as "Contractor"), and the Rockett Special Utility District, Owner and Contractor hereby submit this affidavit, and state under oath, the following:

> "That all contractors, subcontractors and other persons who provided labor or furnished materials in connection with the construction of the 'Improvements', as designated in said Three Way Contract, have been paid in full and that there are no claims, liens, or encumbrances existing against said Improvements, or the land to which they are affixed."

OWNER: **CONTRACTOR:**

By: _____ By: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 20_____, by _____ on behalf of and with authority of Owner.

_____
Notary Public, State of Texas

EXAMPLE ONLY

STATE OF TEXAS §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 20_____, by _____ on behalf of and with authority of Contractor.

_____
Notary Public, State of Texas

EXAMPLE ONLY

126 Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax
www.rockettwater.com

ROCKETT SPECIAL UTILITY DISTRICT

TEMPORARY SERVICE REQUEST

I, _____, hereby request temporary water service from the District and agree to pay all service charges required under the District's approved Rate Order for such service. I acknowledge that prior to providing temporary water service, the District shall charge a non-refundable temporary service fee of $75.00. In addition, I will be billed the current gallonage charge per thousand gallons of water used. The District may provide temporary water service for no more than thirty (30) days from the date temporary service is installed. In the event that an additional thirty (30) days is required, I, will be charged an additional, non-refundable, temporary service fee of $75.00. I represent that temporary service is requested for purposes of inspection or clean-up following construction on the property identified below and, if applicable, that I have authority to request temporary service for the property on behalf of the corporation or other entity named below.

Name of Entity or Person:_____

Billing Address:_____

Telephone:_____ Cell/Mobile:_____

Property Description:_____

Property Address:_____

Start Date:_____ Turn Off Date:_____

Temporary Service Fee: $75.00

Signature:_____ DL Number:_____ Date:_____

FOR OFFICE USE ONLY

Account No.:_____ Service Order #:_____
Processed By:_____ Date Received: _____

EXAMPLE ONLY

126 Alton Adams Drive, Waxahachie, Texas 75165
P.O.Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax
www.rockettwater.com

ROCKETT SPECIAL UTILITY DISTRICT

HYDRANT METER SERVICE APPLICATION AND AGREEMENT

The undersigned hydrant meter service customer requests hydrant service from the District and agrees to pay the District's published charges and policies for such service. The District will furnish a hydrant meter with a backflow prevention device for customer's use upon customer completing this application and paying a $2,500.00 deposit. The deposit is refundable upon return of the hydrant meter and backflow prevention device less a $50.00 backflow testing fee and any outstanding service charges or costs to repair damage to the hydrant meter caused by customer. If applicable, the undersigned represents that he or she is authorized to execute this application and agreement on behalf of the corporation or other entity named below.

Customer agrees to meter all water taken from District owned hydrants and flush valves. Starting from the day customer receives the hydrant meter, customer shall take a clear picture of the hydrant meter read by the 25th of each month and email it to the District at billing@rockettwater.com. If reading not sent, a tech will be sent to location to read and a $50.00 Service Trip Fee will be assessed. If the meter is inactive for more than thirty (30) days, customer must return the hydrant meter unless the District has agreed otherwise in writing.

Customer/Business Name:_____

Email:_____

Billing Address: _____

Person to Contact: _____ Phone: _____

Person Receiving Meter: _____ Phone: _____

Hydrant Location: _____

Intended Use: _____

Signature: _____ Date: _____

Title: _____ DL No: _____

FOR OFFICE USE ONLY:

Hydrant #: _____ RPZ #: _____

Last Reading: _____ Date Out: _____

Completed By: _____ Account #: _____

EXAMPLE ONLY

27034000

ROCKETT SPECIAL UTILITY DISTRICT

§290.47 (d) Appendix D. Customer Service Inspection Certification

Name of PWS: *Rockett Special Utility District* PWS I.D. # *0700033*

Location of Service _____

Reason for Inspection: New construction..... ☐
Existing service where contaminant hazards are suspected ..... ☐
Major renovation or expansion of distribution facilities ..... ☐

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

Compliance	Non-Compliance		
☐	☐	(1)	No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
☐	☐	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
☐	☐	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
☐	☐	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
☐	☐	(5)	Plumbing installed after January 4, 2014 bears the expected labeling indicating ≤ 0.25% lead content. If not properly labeled, please provide written comment.
☐	☐	(6)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines	Lead	☐	Copper	☐	PVC	☐	Other	☐
Solder	Lead	☐	Lead Free	☐	Solvent Weld	☐	Other	☐

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Remarks: _____

_____ _____
Signature of Inspector Registration Number

_____ _____
Title Type of Registration

_____
Date

EXAMPLE ONLY

ROCKETT SPECIAL UTILITY DISTRICT

Irrigation Plan Requirements Date:_____

Description

Two (2) sets of plans with a 3/32 or 12 font size
And minimum and maximum 36"X48" plan sheet size.

Plan scale identified:_____
Irrigator Seal/Date/Signature:_____
Home Owner
Plumbing Contractor
Features/Boundaries Identified:_____

North Arrow:_____

Legend:_____

Stations/Emissions Devices:

	Location	GPM	Type	MFG	Quantity
1					
2					
3					
4					
5					
6					

Controller:

	Location	Type/MFG	Size
1			
2			
3			
4			
5			
6			

Sensor:

Rain:	Freeze:
Location:	Location:
MFG/Type:	MFG/Type:

Comments:_____
_____
_____

EXAMPLE ONLY

Water Source

- ☐ Building Supply Meter
- ☐ Irrigation Meter
  - ☐ Size:_____

Backflow Prevention Device

- ☐ Location (10ft from meter maximum)
- ☐ Type:_____
- ☐ MFG:_____

Design Pressure

- ☐ PSI:_____

Valves

- ☐ Isolation (10ft from meter maximum)
- ☐ Y-Strainer
- ☐ Master

Pressure Regulator Required
(if applicable)

- ☐ Yes
- ☐ No

Main Line

- ☐ Material Type:_____
- ☐ Size:_____

Lateral Lines

- ☐ Material Type:_____
- ☐ Size:_____

Electrical Splices

- ☐ Number:_____

1	
2	
3	
4	
5	
6	
	Location
1	
2	
3	
4	
5	
6	

EXAMPLE ONLY

126 Alton Adams Drive, Waxahachie, Texas 75165
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972-617-3524 Office 972-617-0030 Fax
www.rockettwater.com

ROCKETT SPECIAL UTILITY DISTRICT

LEAK ADJUSTMENT REQUEST AND AGREEMENT

Customer: _____ Account #: _____

Service Address: _____

Request of Leak Adjustment (briefly describe the circumstances): _____

_____

_____

_____

To qualify for a leak adjustment, a customer must satisfy all of the following conditions:

- ❑ Correct the source of the leak by _____
- ❑ Made partial payment of the excessive bill to the District, in the amount of
  (to be filled out by District) $_____*
- ❑ The amount of excess water usage must be at least three times (3x) customer's average monthly usage for the same property
- ❑ Provide documentary evidence that leak has been repaired
  (e.g., a plumber's invoice or receipt for materials purchase to repair leak)
- ❑ Customer must not have received a leak adjustment during the previous 12 months, regardless of the number of meters serving the customer's property or properties

**The average of customer's usage for the preceding 12-month period, or lesser if customer has not been served at that site for 12 months or where no previous usage history exists for customer at that site*

EXAMPLE ONLY

FOR DISTRICT USE ONLY:

- ❑ Rec'd partial payment equal to customer's average monthly usage: amount $_____

  (*circle one*) credit card / ck # _____ date: _____

- ❑ Water Usage: Is customer's excess amount (leak) _____ three times (3x)

  of customer's average monthly usage: _____? Yes / No

- ❑ Documentary evidence of leak repair attached: Yes / No

- ❑ Has customer received leak adjustment within last 12 months? Yes / No
  If yes, customer does <u>not</u> qualify for leak adjustment

- ❑ **Leak Adjustment Formula**

  Estimated Bill (customer's avg. monthly usage; see Page 1) $_____

  Discounted Excess +
  (amt of water in excess of avg. monthly usage x ½ current rate)
  $_____

Prepared by District employee:
_____ **TOTAL** **$**_____

AN AGREEMENT made between Rockett Special Utility District (the "District") and Customer to be effective on the date of acceptance by the District stated below.

By execution of this Agreement, the undersigned Customer agrees to pay Customer's excessive bill dated _____ ("Bill Date") **in the total amount of $**_____ (as calculated above by the Leak Adjustment Formula), for the Account No. and Service Address as provided on Page 1 of this Leak Adjustment Request and Agreement. Customer acknowledges that Customer <u>must</u> continue to pay regular monthly bills for service in a timely manner, and failure to fulfill the terms of this Agreement shall institute the District's disconnection procedures as set forth in the District's Rate Order, including but not limited to additional fees.

Signature of Customer: _____ Date: _____

Print Name: _____

APPROVED AND ACCEPTED by Rockett SUD on _____, 20___.

By: _____ _____
Signature Print Name, Title

EXAMPLE ONLY

ROCKETT SPECIAL UTILITY DISTRICT

Fire Hydrant & Fire Line Investigation Request

Date: _____

Projected demand for fire flow water service: _____

Intended Use: _____

Additional Information: _____

_____

Map sheet #: _____

Between Nodes: _____

Nodes reviewed by: _____

Service Investigation Fee **$500.00**

Please be advised the hydraulic analysis performed by the Engineer will only be good for six (6) months from the date of the Engineers approval letter.

Requested by: _____
Signature

_____
Printed Name

Contact Number: _____

Email: _____

EXAMPLE ONLY

Additional Requirements
(Please include one or more of the following listed)
-Google screenshot with property outlined
-Concept Plan
-Land Use Study
-Plat
-Survey

Preliminary Hydraulic Inquiry

Address & City or ETJ of the project: _____
Property ID# (CAD): _____
# of homes/buildings/meters projected: _____
Size of meters: _____

Preliminary Hydraulic Inquiry Fee* **$750.00**
(NOT TO BE COLLECTED UNTIL APPROVED)

**If the inquiry includes multiple properties, they must be contiguous; otherwise, separate inquiries and fees will be required.*

By submitting payment of the Preliminary Hydraulic Inquiry Fee and signing below, I acknowledge that this Preliminary Hydraulic Inquiry is <u>not</u> a request for water service from Rockett Special Utility District (the "District") and does <u>not</u> reserve water capacity for the property. I understand that a request for water service is made after submitting a Standard or Non-standard Service Application, including all required documents and information, and paying all applicable fees to the District, as required by the District's Rate Order.

Requested by: _____ Date: _____
Signature

Print Name: _____

Contact Number: _____

Email: _____

(FOR OFFICE USE ONLY)
Map sheet #: _____
Between Nodes: _____
Nodes Reviewed by: _____

<u>FOR OFFICE USE</u>
DATE SENT: _____ DATE SENT TO CX: _____
DATE RECEIVED: _____ DATE INVOICE RECEIVED: _____
DATE ON LETTER: _____ DATE INVOICE PROCESSED: _____

EXAMPLE ONLY

ENCROACHMENT CHECKLIST

- ☐ Application Fee of $3,000.00*
- ☐ Application Form
- ☐ Encroachment Questionnaire
- ☐ Certificate of Insurance
- ☐ The City Approved Drawing Number (new application only)
- ☐ Property deed showing ownership (Deed of Trust is not acceptable)
- ☐ The City approved property survey or plat / replat (if property platted/replatted since acquired by applicant)
- ☐ Any easements granted by landowner related to the encroachment
- ☐ GIS Mapping Data (electronic file)

EXAMPLE ONLY



ENCROACHMENT APPLICATION FORM

THE ENCROACHMENT APPLICATION FEE IS: $3,000.00 / *PAYABLE TO ROCKETT SPECIAL UTILITY DISTRICT*
**Applicant is required to pay any and all additional costs over the fee amount incurred by the District related to the encroachment. Additional costs must be paid prior to the execution of an encroachment agreement.*

APPLICANT INFORMATION

Name		*Contact Person*	
Address		*City, State, Zip*	
Phone		*Email Address*	

CONSULTANT INFORMATION

Name					
Contact Person		Contact Phone #		Contact email	
Drawing Log #		Approved drawing #		*ILMS #*	

ENCROACHMENT SITE INFORMAITON

Address				*City, State, Zip*	
Lot		*Block*		*Subdivision*	
Description of Encroachment					
Dimensions of Encroachment on Each Street					
Volume of Encroachment on Each Street					
Total Volume of Encroachment					

APPLICANT'S STATEMENT

I hereby accept all conditions hereinabove mentioned, and certify that all statements herein recorded by me are true.

Signature		*Print Name*		*Date*	

DISTRICT USE ONLY

Date Application Received		Application Fee		*Annual Fee*	
Confirmed Volume					
License #		Related License #(s)			
Permit Issue Date		*Permit Expire Date*			

EXAMPLE ONLY

ENCROACHMENT QUESTIONNAIRE

1. Type of Encroachment

☐ water line	☐ sewer line	☐ storm sewer line	☐ signs
☐ conduit	☐ cable	☐ tunnel	☐ basement
☐ tieback	☐ vault	☐ balcony	☐ canopy
☐ bridge	☐ railroad	☐ walkway	☐ tank

☐ others (specify) _____

2. Who is the owner of the facility/utility?

3. Who will be the operator of the facility/utility?

4. Please provide the accurate legal name of the owner of the facility/utility.

5. What will occupy the Rockett's Easement?

6. How many streets the encroachment crossing? Please provide each street name.

EXAMPLE ONLY

7. What will be the method of construction that will be used for the project, i.e., trenching, boring, cutting, or other (please describe)?

8. If it is pressure facility, what is the operating psi for the facility? What is the testing pressure of this facility.

9. Please provide the name of the current landowner and a copy of the filed deed showing ownership (Deed of Trust is not acceptable).

10. Please provide written documentation that landowner has agreed to the installation of the facility/utility, including any letters, emails, plat/replat, and easements related to the proposed encroachment.

EXAMPLE ONLY

ROCKETT SPECIAL UTILITY DISTRICT

126 Alton Adams Drive, Waxahachie, TX 75165
PO Box 40, Red Oak, TX 75154
972-617-3524 Office 972-617-0030 Fax

AUTOMATIC DRAFT AUTHORIZATION FORM

☐ ENROLL ☐ CHANGE ☐ CANCEL

CUSTOMER INFORMATION

NAME:_____

ACCOUNT #:_____

E-MAIL ADDRESS:_____

PHONE NO:_____

CHECKING ACCOUNT ONLY

Please attach a voided check

I certify that the information above is correct, that I am an authorized signer of the account provided, and that I authorize Rockett Special Utility District to draft the account above for the payment of monthly water service.

Please draft my account on the due date of each month beginning in:_____

_____
PRINT NAME

_____ _____
AUTHORIZED SIGNATURE DATE

FOR OFFICE USE ONLY:

RECEIVED: FAX/ IN PERSON/ MAIL **(CIRCLE ONE)** PROCESSED BY:_____

RECEIVED BY:_____ PROCESSED DATE:_____

RECEIVED DATE:_____DRAFT PACKET MAINTENANCE:_____

EXAMPLE ONLY

ROCKETT SPECIAL UTILITY DISTRICT

126 Alton Adams Drive, Waxahachie, Texas 75165
P.O. Box 40, Red Oak, Texas 75154
972-617-3524 Office 972-617-0030 Fax

REQUEST TO ADD CUSTOMER TO ACCOUNT

Date of Request: _____ Account Number: _____

Service Address: _____

Customer(s) Name: _____

Verified Customer Driver's License DL# _____

☐ Phone Verification

☐ In Person **Customer(s) Signature** _____

_____

Reason(s) for Request: _____

_____

Name of Customer to be added to Account

BY SIGNING BELOW, YOU CONFIRM AND ACKNOWLEDGE THAT YOU AGREE TO BE ADDED AS A CUSTOMER (CO-APPLICANT) TO THIS ACCOUNT, THAT YOU HAVE RECEIVED A COPY OF THE CURRENT APPLICATION AND AGREEMENT, AND YOU WILL COMPLY WITH THE TERMS THEREOF AND THE RATE ORDER OF ROCKETT SPECIAL UTILITY DISTRICT.

Print Name:_____

Signature:_____

Email:_____

Phone Number :_____

Verification Document DL #/ID _____
(retain copy of Driver's License for file)

Customer Service Representative: _____

□ Copy of Account's Service Application and Agreement has been provided to new Customer

EXAMPLE ONLY