

AMENDED AND RESTATED WATER TARIFF

FOR

WHITE OAK WATER SUPPLY CORPORATION

Address: 2800 Post Oak Boulevard, Suite 4100, Houston, Texas 77056

Telephone Number: 832-390-2268

This Tariff is effective for utility operations under the following Certificate(s) of Convenience and Necessity: 12839

This Tariff is effective in the following county(ies): Montgomery

This Tariff is effective in the following cities or unincorporated towns (if any): None

This Tariff is effective in the following subdivisions or systems:

White Oak Estates Subdivision, Section 1, 2, and 3; and Canyon Crossing Subdivision

This Tariff is effective as of the following date: February 26, 2015

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SECTION 1 – RATE SCHEDULE

Section 1.01 – Rates

Monthly Rate:

Residential Base Rate (including up to 3,000 gallons of water):.....\$ 40.00

Additional Gallonage Charge (for each additional 1,000 gallons
over the minimum):

3,000 – 10,000 gallons	\$2.00/1,000 gallons
10,001 – 20,000 gallons	\$2.25/1,000 gallons
20,001 – 40,000 gallons	\$2.50/1,000 gallons
40,001 – 60,000 gallons	\$4.00/1,000 gallons
60,001 – 80,000 gallons	\$5.00/1,000 gallons
80,001 – 100,000 gallons	\$6.00/1,000 gallons
Over 100,001 gallons	\$7.50/1,000 gallons

Lone Star Groundwater Conservation District Pumpage Fee (for each 1,000 gallons).....CURRENT FEE ASSESSED BY LONE STAR GCD, PLUS ANY ADDITIONAL AMOUNT DEEMED NECESSARY BY THE CORPORATION TO COVER LOST WATER EXPENSES

San Jacinto River Authority Pumpage Fee (for each 1,000 gallons).....CURRENT FEE ASSESSED BY SAN JACINTO RIVER AUTHORITY, PLUS ANY ADDITIONAL AMOUNT DEEMED NECESSARY BY THE CORPORATION TO COVER LOST WATER EXPENSES

Regulatory Assessment Fee..... 1%
A REGULATORY ASSESMENT, EQUAL TO ONE PERCENT OF THE CHARGE FOR RETAIL WATER SERVICE ONLY, SHALL BE COLLECTED FROM EACH RETAIL CUSTOMER.

Section 1.02 – Miscellaneous Fees

TAP FEE

TAP FEE IS BASED ON THE CORPORATION'S ACTUAL COST FOR MATERIALS AND LABOR FOR STANDARD RESIDENTIAL CONNECTION.

5/8" x 3/4" meter\$ 1,000.00

1" meter.....\$ 1,300.00

CAPITAL CONTRIBUTION FEE.....\$ 1,800 ea.

THE CAPITAL CONTRIBUTION FEE IS A ONE-TIME ASSESSMENT FOR EACH NEW CUSTOMER NOT RESIDING WITHIN THE ORIGINAL AREA CONTEMPLATED FOR SERVICE (WHITE OAK ESTATES, SECTIONS 1, 2 & 3) AND IS BASED ON THE CAPITAL CONTRIBUTION PAID BY THOSE CUSTOMERS.

PRE & POST LOT INSPECTION FEE.....\$ 40.00 ea.

CUSTOMER SERVICE INSPECTION FEE

A. Residential.....\$ 75.00

B. Non-Residential/Commercial.....\$ 125.00

GREASE TRAP INSPECTION FEE.....\$ 60.00

BACKFLOW PREVENTION INSTALLATION/INSPECTION FEE.....\$ actual cost

RECONNECTION FEE

A RECONNECTION FEE WILL BE CHARGED AND ALL OUTSTANDING BILLS FOR SERVICE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

A. Non-payment of bill (on or off).....\$ 30.00

B. Customer's request.....	\$ <u>20.00</u>
(or other reasons listed under Section 2 of this Tariff)	
TRANSFER FEE.....	\$ <u>40.00</u>
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.	
LATE CHARGE.....	\$ <u>10%</u>
A ONE TIME PENALTY MADE ON DELINQUENT BILLS, BUT MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.	
RETURNED CHECK CHARGE.....	\$ <u>50.00</u>
RESIDENTIAL CUSTOMER DEPOSIT.....	\$ <u>300.00</u>
PROVIDED, HOWEVER, THAT ANY RESIDENTIAL CUSTOMER WHO IS AN OWNER SHALL OFFER PROOF OF OWNERSHIP OF THE PROPERTY FOR WHICH SERVICES ARE REQUESTED AND SHALL PAY THE DEPOSIT REFLECTED ABOVE. OTHERWISE, THE RESIDENTIAL CUSTOMER IS PRESUMED TO BE A LESSEE OR RENTER AND, PRIOR TO THE INITIATION OF WATER SERVICES, SHALL BE REQUIRED TO: (1) PAY TWO TIMES (2x) THE DEPOSIT SET FORTH ABOVE, AND (2) SUBMIT WITH THE DEPOSIT A COPY OF THE APPLICABLE LEASE OR RENTAL AGREEMENT.	
NON-RESIDENTIAL CUSTOMER DEPOSIT.....	<u>greater of \$300.00 or 1/6 est. annual billing</u>
BUILDER/CONSTRUCTION DEPOSIT.....	\$ <u>750.00</u>
METER TEST FEE (actual cost of testing the meter, up to \$50).....	\$ <u>actual cost</u>
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO (2) YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY.	

SECTION 2 – SERVICE RULES AND REGULATIONS

Section 2.01 – Texas Commission on Environmental Quality Rules

The Corporation will have the most current Rules of the Texas Commission on Environmental Quality (formerly the Texas Natural Resource Conservation Commission) (the “Commission”), Chapter 291, Water Rates, available at its office for reference purposes. The Rules and this Tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules, or Commission approved changes to the Rules, supersede any rules or requirements in this Tariff.

Section 2.02 – Application for and Provision of Water Service

All applications for service will be made on the Corporation’s standard application or contract form (attached as Exhibit “1” to this Tariff) and will be signed by the applicant before water service is provided by the Corporation. A separate application or contract will be made for each service location.

No connections shall be made to the Corporation’s facilities without a properly executed application. All connections to the Corporation’s water supply system shall be made by the Corporation’s operator.

After the applicant has met all the requirements, conditions and regulations for service, including payment in full of all fees as provided herein, the Corporation will install the tap, meter, utility cut-off valve, as needed, and backflow prevention device, as needed unless customer opts to do so (per Section 2.05 of this Tariff), and/or take all actions deemed necessary in the Corporation’s discretion to initiate service. The Corporation will serve each qualified applicant for service

within five (5) working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within thirty (30) days, the Corporation will provide the applicant with a written explanation of the construction required and an expected date of service.

Where service has previously been provided, service will be reconnected within one (1) working day after the applicant has met the requirements for reconnection.

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customer may be required to install a customer owned cut-off valve or backflow prevention device on the customer's side of the meter or connection.

Section 2.03 – Customer Service Inspection Certifications

Customer Service Inspection Certification, as described in Exhibit “2” attached hereto, shall be completed prior to providing continuous water service to any new construction, on any existing service location where the Corporation has reason to believe that cross-connections or other unacceptable plumbing practices exist, and after any material improvement, correction or addition to private plumbing facilities. Prior to the Corporation initiating continuous service, a customer shall provide a Customer Service Inspection Certification to the Corporation. The Customer Service Inspection Certification may only be performed by those individuals described in the Rules, including the Corporation's operator. For Customer Service Inspection Certifications performed by the Corporation's operator, the Customer must pay the Corporation the Customer Service Inspection Fee described in Section 1.02 above prior to the operator performing the inspection and certification. Copies of properly completed Customer Service Inspection Certifications shall be kept on file by the Corporation's operator and made available, upon request, for Commission review. Customer Service Inspection Certifications shall be retained by the Corporation for a minimum of ten (10) years. Failure to provide a Customer Service Inspection Certification in accordance with this Section 2.03 shall constitute a violation of this Tariff, and such violation shall be subject to applicable enforcement provisions.

Section 2.04 – Prohibited Connections

No water connection from the Corporation's water supply system shall be made to any establishment where an actual or potential contamination or system hazard exists without an air gap separation or other appropriate backflow prevention device between the drinking water supply and the source of potential contamination. Where a containment air gap is impractical or for any establishment handling substances deleterious or hazardous to public health, individual “internal” air gaps or mechanical backflow prevention devices shall be required at the meter in the form of a backflow prevention device (in accordance with AWWA Standards C510 and C511 and AWWA Manual M14).

Section 2.05 – Backflow Prevention Assemblies

- A. Backflow prevention assemblies shall be installed on any connection which poses a high health hazard and any other connection which the Corporation or the Corporation's operator reasonably believes poses a threat to the Corporation's water supply system. Water service provided for lawn sprinklers, swimming pool or jacuzzi supply, reflection pool supply, or other similar or related applications must incorporate a backflow prevention assembly in accordance with a State Approved Plumbing Code for the particular designated use. No permanent water service will be provided or continued to any new connection in the Corporation which requires a backflow prevention assembly,

unless the customer provides a Backflow Prevention Assembly Test and Maintenance Report (the “Test Report”), attached hereto as Exhibit “3”. At the request of the customer, the Corporation’s operator may, on behalf of the Corporation, install the backflow prevention assembly and complete the Test Report at the customer’s cost.

- B. All backflow prevention assemblies shall be tested upon installation by a certified backflow prevention assembly tester and certified to be operating within specifications, and the corresponding Test Report provided to the Corporation. The Test Report shall be retained by the Corporation for a minimum of three (3) years. The Corporation shall provide these records to the Commission for inspection upon request. Backflow prevention assemblies which are installed to provide protection against high health hazards must also be tested and certified to be operating within specification at least annually (1 x per year) by a certified backflow prevention assembly tester.
- C. The use of a backflow prevention device at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by a State Approved Plumbing Code.
- D. Additional requirements relating to backflow prevention devices may be found in the Rules.

Section 2.06 – Refusal of Service

The Corporation may decline to serve an applicant until the applicant has complied with the regulations of this Tariff, the applicable regulatory agencies (state and municipal regulations), or the reasons outlined in the Rules. In the event that the Corporation refuses to serve an applicant, the Corporation will inform the applicant in writing of the basis of its refusal. The Corporation is also required to inform the applicant that a complaint may be filed with the Commission in accordance with its Rules.

Section 2.07 – Builder/Construction Deposits

Each applicant, including the owner, who is building or constructing a residence or other structure shall pay a builder/construction deposit as provided for in Section 1.02 herein for each water tap that has been requested and shall maintain the deposit until ninety (90) days after the Customer Service Inspection Certification has been presented to the Corporation pursuant to the terms of Section 2.03 herein, at which time the deposit shall be refunded, less any amounts deducted or forfeited as provided herein. The Corporation shall deduct from the deposit the cost to repair any damage caused to the Corporation’s property by the applicant or the applicant’s employees, contractors, subcontractors or agents, and shall deduct any delinquent water bills of the applicant. In the event any amounts are so deducted from the applicant’s deposit, it will be incumbent on the applicant to reinstate the original amount of the deposit, and failure to do so will result in the suspension of any additional water taps for the applicant. Such builder/construction deposit shall automatically expire twelve (12) months after the application date and water services shall be terminated unless: (1) a Customer Service Inspection Certification has been presented to the Corporation; or (2) a written request for extension of such builder/construction account for a period not to exceed six (6) months for the purpose of completing construction has been approved by the Corporation.

Section 2.08 – Customer Deposits and Capital Contributions

Upon the presentation of the Customer Service Inspection Certification to the Corporation, and/or prior to receiving continuous service, the customer will be required to pay a customer deposit as

provided for in Section 1.02 of this Tariff. The Corporation will keep record of the deposit. The Corporation is not required to credit customer for interest on the deposit unless otherwise required by Commission Rules.

Residential customers who are renting or leasing and who are responsible for monthly water service payments are hereby declared to compose a classification as to which the Corporation, in consideration of the financial risk of provision of services to such classification, shall require a deposit equal to two times (2x) the Corporation's standard residential customer deposit to secure payment for Corporation services.

Nonresidential applicants (i.e., commercial or other similar types) are required to make a deposit that does not exceed the greater of \$300 or an amount equivalent to one-sixth of the estimated annual billings.

Customers not residing within the original service area of the Corporation (White Oak Estates, Section 1, 2 & 3) are required to pay a one-time capital contribution fee as provided for in Section 1.02 of this Tariff.

Refund of Deposit. If service is not connected, or following the disconnection of service upon the customer's request, the Corporation will promptly refund the customer's deposit or the balance, if any, in excess of the unpaid bills for service furnished. Capital contribution fees shall not be refunded.

Section 2.09 – Lone Star Groundwater Conservation District Pumpage Fee

With the creation of the Lone Star Groundwater Conservation District ("LSGCD") and the adoption of the Rules by LSGCD on August 26, 2002, the Corporation became responsible for paying a water use fee based on certain criteria established by LSGCD, as may be amended from time to time. As a result, each customer of the Corporation shall be assessed a monthly LSGCD pumpage fee as defined in Section 1.01 above.

Section 2.10 – San Jacinto River Authority Pumpage Fee

The San Jacinto River Authority ("SJRA") adopted a Joint Water Resources Assessment Plan of which the Corporation is a party and, therefore, the Corporation is also responsible for paying a pumpage fee based on certain criteria established by SJRA, as may be amended from time to time. As a result, each customer of the Corporation shall be assessed a monthly SJRA pumpage fee as defined in Section 1.01 above.

Section 2.11 – Meter Requirements, Readings and Testing

All water sold by the Corporation will be billed based on meter measurements. The Corporation will provide, install, own and maintain meters to measure amounts of water consumed by its customers. One meter is required for each residential, commercial or industrial facility in accordance with the Commission Rules.

Service meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the Commission.

Meter test. The Corporation will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make without charge a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the Corporation's normal working hours (i.e., regular business hours) at a time

convenient to the customer. Whenever possible, the test will be made on the customer's premises, but may, at the Corporation's discretion, be made at a testing facility chosen by the Corporation. If within a period of two (2) years the customer requests another test, the Corporation will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the Corporation will charge the customer a fee which reflects the cost to test the meter (up to a maximum of \$50). Following completion of any requested test, the Corporation will promptly advise the customer of the date of removal of the meter, the date of the test, who completed the test, and the results of the test.

Section 2.12 – Billing

Bills from the Corporation will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for water service will be at least sixteen (16) days from the date of issuance. Payment for water service is delinquent if full payment for services, all late fees and the regulatory assessment(s), is not received at the Corporation's authorized payment agency by 4:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next work day after the due date.

A late penalty of 10% will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The Corporation must maintain a record of the date of mailing the bill in order to charge the late penalty.

Each bill will provide all information required by the Commission Rules. For each of the systems it operates, the Corporation will maintain and note on the monthly bill a telephone number (or numbers) which may be reached by a local call by customers. At the Corporation's option, a toll-free telephone number or the equivalent may be provided.

In the event of a dispute between a customer and the Corporation regarding any bill for water service, the Corporation will conduct an investigation and report the results to the customer. If the dispute is not resolved, the Corporation will inform the customer that a complaint may be filed with the Commission.

Section 2.13 – Service Disconnection

Water service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least ten (10) days after the notice is mailed.

The Corporation is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's water service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within twenty-six (26) days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing in accordance with the Commission Rules.

Water service may also be disconnected without notice for reasons as described in the Commission Rules.

The Corporation personnel must be available to collect payments and to reconnect service on the day of and the day after any disconnection of service (i.e., no disconnection on weekends or holidays when Corporation personnel are unavailable to collect payment or reconnect service) unless service was disconnected at the customer's request or due to a hazardous condition.

Section 2.14 – Reconnection of Service

Service will be reconnected within 24 hours after the past due bill and any other outstanding charges are paid or correction of the conditions which caused service to be disconnected.

Section 2.15 – Service Interruptions

The Corporation will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the Corporation will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the Corporation will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four (4) hours. The notice will explain the cause of the interruptions.

Prorated Bills. If service is interrupted or seriously impaired for twenty-four (24) consecutive hours or more, the Corporation will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

Section 2.16 – Quality of Service

The Corporation will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all usual and customary consumer uses. Unless otherwise authorized by the Commission, the Corporation will maintain facilities as described in the Commission Rules.

Section 2.17 – Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the Corporation will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the Corporation's response, the Corporation must advise the complainant that he/she has recourse through the Commission's complaint process. Pending resolution of a complaint, the Commission may require continuation or restoration of service.

The Corporation will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two (2) years after the final settlement of the complaint.

Section 2.18 – Right to Repair & Assessment of Costs and Penalties

The Corporation reserves the right to repair any damage to the Corporation's system and appurtenances without prior notice and to assess against any customer such penalties as are provided by law and such penalties provided for in this Tariff in addition to those charges necessary to repair the portion of the system so damaged. Specifically, any customer who:

- (1) violates any section of this Tariff; or
- (2) makes unauthorized use of the Corporation's system, services or facilities; or
- (3) violates any other rules or regulations of the Corporation; or
- (4) violates any of the Commission Rules;

shall be subject to a civil penalty of not less than \$200.00, and in no event to exceed \$10,000, for each violation of the foregoing provisions. Each day that a breach continues shall be considered a separate violation. The amount of any penalty levied by the Corporation pursuant to this Section 2.18 shall be established by the Corporation's Board of Directors ("Board") after reasonable notice to the violator and a public hearing relative to such matter before the Board.

Penalties levied under this Section 2.18 shall be in addition to such other penalties as are provided in this Tariff or any other rules or regulations heretofore or hereafter adopted by the Corporation, any other penalties provided under the laws of the State of Texas, and any other right of recovery that the Corporation may have for damages or otherwise under applicable law. Notwithstanding the foregoing, in no event shall the Corporation levy a penalty that is in excess of the jurisdictional limit of the justice court as provided by Section 27.031, Texas Government Code, as amended.

In addition to the enforcement provisions set forth in this Tariff, the provisions of this Tariff, including any penalties levied hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the Corporation's service area is located or the Corporation's principal office or meeting place is located. If the Corporation prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses and other costs incurred by the Corporation before the court. The amount of attorney's fees shall be fixed by the court.

Section 2.19 – Private and Irrigation Wells

The construction of water wells, other than wells limited to irrigation purposes only on private property, by anyone other than the Corporation is prohibited without prior written approval by the Corporation's Board. Said approval, if granted by the Board, will state the purpose for the construction of the proposed water well and the intended use of the water. Should a customer elect to construct a private irrigation well, the customer is to notify the Corporation before constructing such well. Furthermore, the customer will be required to install a backflow prevention device on the customer's side of the water meter in accordance with the provisions herein. Compliance with these requirements does not relieve the customer of the responsibility to meet the requirements of Montgomery County, the State of Texas, the Lone Star Groundwater Conservation District, the San Jacinto River Authority, or any other authority as may be applicable.

Section 2.20 – No Reduced Rates or Free Service

All customers receiving water service from the Corporation shall be subject to the provisions of this Tariff and shall be charged the rates established in this Tariff, and no reduced rate or free service shall be furnished to any customer; provided, however, this provision shall not prohibit the Corporation from establishing reasonable classifications of customers for which rates differing from the rates stated herein may be adopted.

SECTION 3 – EXTENSION POLICY

Section 3.01 – Standard Extension Requirements

Line Extension and Construction Charges. No contribution in aid of construction may be required of any customer except as provided for in this approved extension policy.

The customer will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the Corporation and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

The Corporation will bear the full cost of any oversizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment, or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

Cost Corporation Shall Bear. Within its certificated area, the Corporation will pay the cost of the first two hundred feet (200') of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision. However, if the residential customer requesting service purchased the property after the developer was notified of the need to provide facilities to the utility, the Corporation may charge for the first two hundred feet (200'). The Corporation must also be able to document that the developer of the subdivision refused to provide facilities compatible with the Corporation's facilities in accordance with the Corporation's approved extension policy after receiving a written request from the Corporation.

Developers may be required to provide contributions in aid of construction in amounts to furnish the system with all facilities necessary to comply with the Texas Natural Resource Conservation Commission's "Rules and Regulation for Public Water Systems."

Section 3.02 – Specific Utility Extension Policy

This section contains the Corporation's specific extension policy which complies with the requirements already stated under Section 3.01. It must be reviewed and approved by the Commission and in compliance with the Commission Rules to be effective.

Residential customers not covered under Section 3.01 will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the full cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

Developers will be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with the Commission's minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or the Commission's minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrials, and wholesale customers will be treated as developers.

SECTION 4 – DROUGHT CONTINGENCY PLAN

In cases of extreme drought, periods of abnormal high usage, or extended reduction in ability to supply water to due to equipment failure, temporary restrictions may be instituted to limit water usage. Section 11.1272 of the Texas Water Code and applicable rules of the Commission require all public water supply systems in Texas to prepare a Drought Contingency Plan. The purpose of

the Drought Contingency Plan is to limit the total amount of water demanded from the Corporation and to encourage customer conservation. The Corporation's Drought Contingency Plan is attached as Appendix "A" to this Tariff and incorporated herein.

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This Water Tariff is adopted and made effective this 26th day of February, 2015.

/s/ John Bruggeman
John Bruggeman
President, Board of Directors

ATTEST:

/s/ Anthony Potter
Anthony Potter
Secretary, Board of Directors



EXHIBIT "1"
TO WATER TARIFF

CUSTOMER SERVICE AGREEMENT

White Oak Water Supply Corporation
312 Spring Hill Drive, Suite 100
Spring, TX 77386

AGREEMENT FOR WATER SERVICE

Date ____/____/____

Name of Customer: _____

Check One: ____ Owner ____ Builder

Service Address:

Street: _____

City, State, Zip: _____

Billing Address:

Street: _____

City, State, Zip: _____

Check Applicable Items:

____ Residential ____ Commercial

____ Owner ____ Tenant

AGREEMENT FOR WATER SERVICE

White Oak Water Supply Corporation (the "Corporation") agrees to sell and deliver water to the applicant/customer and the applicant/customer agrees to purchase and receive water from the Corporation in accordance with the rules and regulations adopted by the Corporation, including those in its Tariff on file with the Corporation and the Texas Commission on Environmental Quality (the "Commission").

All water will be measured by meters that are furnished, installed, owned and maintained by the Corporation. The meter and/or connection are for the sole use of the applicant/customer to serve water to one dwelling, business or property. The applicant/customer shall not share, resell, or submeter water to any other dwelling, business, property, etcetera, without the specific written authorization of the Corporation and in compliance with applicable laws and regulations. The Corporation has the right to locate a water service meter and the pipe necessary to connect the meter on the property of the applicant/customer at a point mutually agreeable to both the Corporation and the applicant/customer. The applicant/customer will allow the Corporation access at all reasonable times to property and equipment located on applicant's/customer's premises for the limited purpose of reading the water meter, repairing or replacing existing facilities and the inspection of applicant's/customer's facilities to check for illegal connections or unsafe plumbing practices or cross connections, in compliance with the requirements of the Commission's "Rules and Regulations for Public Water Systems."

*****WATER WILL BE TURNED ON THE NEXT BUSINESS DAY
FOLLOWING ACCOUNT ACTIVATION
OR RE-ACTIVATION*****

The applicant/customer will install, at his/her own expense a service line from the water meter to the point of use which includes a cutoff valve and any other appropriate backflow prevention device, as determined by the Corporation, on the applicant's/customer's side of the water meter. The applicant/customer will be responsible for maintenance and repair of the service line. The use of pipes or pipe fittings that contain more than 8.0% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential connection which provides water for human consumption and connected to the water supply.

If this agreement is for new construction or improvements, the applicant/customer including builders and owners, shall deposit \$500.00 with the Corporation of which all or a portion thereof may be refunded as provided in Section 2.07 of the Tariff ninety (90) days following the presentation of a completed Customer Service Inspection Certification to the Corporation. Such builder/construction deposit shall automatically expire twelve (12) months after the application date, and water service shall be terminated unless: (1) a Customer Service Inspection Certification has been presented to the Corporation or (2) a written request for an extension of such builder/construction account for a period not to exceed six (6) months for the purpose of completing construction has been approved by the Board. All other residential applicants/customers applying for continuous service shall submit and maintain on file a \$300 deposit with the Corporation if an owner with proof of ownership, or two times (2x) such deposit if a lessee or renter (or if failing to provide proof of ownership). All other non-residential applicants/customers applying for continuous service shall submit and maintain on file a deposit with the Corporation equal to the greater of \$300 or 1/6 the estimated annual billing. In addition, a capital contribution fee of \$1,800 must be paid as a one-time assessment for each new customer not residing within the original area contemplated for service (White Oak Estate, Sections 1, 2 & 3), which amount is based on the capital contribution paid by those customers.

Prior to installing a private irrigation well, the applicant/customer agrees to notify the Corporation in compliance with the Tariff.

Signature of Applicant / Customer

For Corporation's Use Only:

Received Deposit of _____ on _____

Received by: _____

*****FAILURE TO SUBMIT OR MAINTAIN AN UPDATED
CUSTOMER SERVICE AGREEMENT MAY RESULT IN
DENIAL OR TERMINATION OF WATER SERVICE, AMONG
OTHER POSSIBLE ACTION*****

EXHIBIT "2"
TO WATER TARIFF

Customer Service Inspection Certification

Name of Corporation: White Oak Water Supply Corporation

I.D. #: _____

Location of Service: _____

I, _____ (name of Inspector), upon inspection of the private plumbing facilities connected to the water supply system of _____, do hereby certify that, to the best of my knowledge:

Compliance	Non-Compliance	Certificate of Compliance on File
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FOR CORPORATION USE ONLY

(1)	No direct connection between the Corporation's water supply system and a potential source of contamination exists. Potential sources of contamination are isolated from the Corporation's water supply system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	No cross-connection between the Corporation's water supply system and private water system exists. Where an actual air gap is not maintained between the Corporation's water supply system 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 device tester.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the Corporation's water supply system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July, 1988.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	No plumbing fixture is installed which is not in compliance with a State approved plumbing code.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities:

Service Lines	Lead	<input type="checkbox"/>	Copper	<input type="checkbox"/>	PVC	<input type="checkbox"/>	Other	<input type="checkbox"/>
Solder	Lead	<input type="checkbox"/>	Lead Free	<input type="checkbox"/>	Solvent Weld	<input type="checkbox"/>	Other	<input type="checkbox"/>

I recognize that this document shall become a permanent record of the water supply system of White Oak Water Supply Corporation and that I am legally responsible for the validity of the information I have provided.

NOTE: THIS CUSTOMER SERVICE INSPECTION CERTIFICATION IS FURNISHED FOR THE SOLE PURPOSE OF INSPECTING THE PLUMBING FACILITIES AT THE

AFORESAID LOCATION OF SERVICE FOR UNACCEPTABLE PLUMBING PRACTICES IN ACCORDANCE WITH SAID CORPORATION'S SERVICE RULES AND REGULATIONS. NO REPRESENTATION OR WARRANTY IS INTENDED OR MADE TO THE ADEQUACY, QUALITY OR FITNESS OF THE PRIVATE PLUMBING FACILITIES.

Signature of Inspector: _____

Registration Number: _____

Title: _____

Type of Registration: _____

Date: _____

EXHIBIT "3"
TO WATER TARIFF

Backflow Prevention Assembly Test and Maintenance Report

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the Corporation for recordkeeping purposes:

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

Name of Corporation: White Oak Water Supply Corporation

I.D. #: _____

Location of Service: _____

The backflow prevention assembly detailed below has been tested and maintained as required by Commission regulations and is certified to be operating within acceptable parameters.

TYPE OF ASSEMBLY

- | | |
|---|---|
| <input type="checkbox"/> Reduced Pressure Principle
<input type="checkbox"/> Double Check Valve
<input type="checkbox"/> Dual Check Valve | <input type="checkbox"/> Pressure Vacuum Breaker
<input type="checkbox"/> Atmosphere Vacuum Breaker
<input type="checkbox"/> Not Needed at this Address |
|---|---|

Manufacturer _____
 Model Number _____
 Serial Number _____

Size _____
 Located at _____

	Reduced Pressure Principle Assembly	Pressure Vacuum Breaker			
-	Double Check Valve Assembly <input type="checkbox"/> Dual Check Valve Assembly <input type="checkbox"/>	Relief Valve	Air Inlet	Check Valve	
-	1st Check	2nd Check	-	Opened at _____ psid	_____ psid
Initial Test	DC-Closed Tight _____ psid Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at _____ psid	Did not Open <input type="checkbox"/>	Leaked <input type="checkbox"/>
Repairs and Materials Used					
Test After Repair	DC-Closed Tight <input type="checkbox"/> RP- _____ psid	Closed Tight <input type="checkbox"/>	Opened at _____ psid	Opened at _____ psid	_____ psid

The above is certified to be true.

Firm name _____
 Firm Address: _____

Certified Tester: _____
 Cert. Tester No.: _____
 Date: _____

AMENDED AND RESTATED DROUGHT CONTINGENCY PLAN
FOR
WHITE OAK WATER SUPPLY CORPORATION

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protections, 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, White Oak Water Supply Corporation (the "Corporation") hereby adopts the following regulations and restrictions on the delivery and consumption of water.

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

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by White Oak Water Supply Corporation by means of posting the Corporation's Board of Directors ("Board") meeting agenda at the regularly designated posting location(s).

Section III: Public Education

The Corporation will periodically provide the public 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 utility billing inserts and/or direct mailings from the Corporation's operator, as directed by the Corporation's Board.

Section IV: Coordination with Regional Water Planning Groups

The Service area of the Corporation is located within Region H of the Texas Water Development Board. The Corporation has provided a copy of this Plan to Region H, and the Texas Commission on Environmental Quality ("TCEQ").

Section V: Authorization

The President of the Board (the "President"), or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The President, or his/her designee, shall

have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the Corporation. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: 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 the Corporation.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for 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, and 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 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 a 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 purposes 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.

Section VIII: Triggering Criteria for Initiation and Termination of Drought Response Stages

The President, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Public notification of the initiation or termination of drought response stages shall be by means of notices provided as a billing insert, a direct mailing, and/or signs posted in the Corporation. The Operator for the Corporation shall notify directly, or cause to be notified directly: the TCEQ, major water users and critical water users, *i.e.*, hospitals.

The triggering criteria described below are based on percentage of total water production capability.

(a) Stage 1 – Moderate Water Shortage Conditions

Requirements for initiation – Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII – Definitions, when average well run hours are at or above fifteen (15) hours for three (3) consecutive days or at the discretion of the Board of Directors.

Requirements for termination – Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days or at the discretion of the Board of Directors or their designee.

(b) Stage 2 – Severe Water Shortage Conditions

Requirements for initiation – Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section VII of this Plan when average well run hours are at or above eighteen (18) hours for three (3) consecutive days or at the discretion of the Board of Directors.

Requirements for termination – Stage 2 of the Plan may be rescinded when all of all the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days operative or at the discretion of the Board of Directors or their designee. Upon termination of Stage 2, Stage 1 becomes operative.

(c) Stage 3 – Critical/Emergency Water Shortage Conditions

Requirements for initiation – Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when average well run hours are at or above twenty-two (22) hours for three consecutive days, when any of the water plant facilities cannot meet the water supply demand, natural or man-made contamination of the water supply source(s) is discovered or at the discretion of the Board of Directors.

Requirements for termination – Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days operative or at the discretion of the Board of Directors or their designee. Upon termination of Stage 3, Stage 2 becomes operative.

(d) Additional Triggering Events

Requirements for initiation – To the extent that a stage of this Plan is not otherwise triggered, then the appropriate stage, as determined by the Corporation’s operator and engineer, shall be triggered upon the District having received notice from San Jacinto River Authority’s (the “Authority”) GRP Division that restrictions under its drought contingency plan have been triggered. The Corporation’s operator shall invoke conservation conditions consistent with the conservation conditions implemented by the Authority until such time as the Authority discontinues the implementation of such conservation conditions.

Requirements for Termination – The appropriate stage enacted by an additional triggering event shall be rescinded when the Corporation having received notice from SJRA’s GRP Division that restrictions under its drought contingency plan have been lifted.

Section IX: Drought Response Stages

The President, or his-her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of the Plan, shall determine that a moderate, severe, or critical/emergency condition exists and shall implement the

following actions upon notification via a billing insert, direct mailing, and or signs posted in the Corporation:

Stage 1 – Moderate Water Shortage Conditions

Voluntary Water Use Restrictions:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 5 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.
- (b) All operations of the Corporation shall adhere to water use restrictions prescribed for Stage 2 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.
- (d) Water distribution pressure levels may be adjusted to help achieve the goals of this plan.

Stage 2 – Severe Water Shortage Conditions

Water Use Restrictions. Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6, or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7, or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and

12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) Use of water from hydrants shall be limited to fire-fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the Corporation.
- (f) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the Corporation, the facility shall not be subject to these regulations.
- (g) The following uses of water are defined as non-essential and are prohibited:
 - 1. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - 2. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - 3. Use of water for dust control;
 - 4. Flushing gutters or permitting water to run or accumulate in any gutter or street; and

5. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

(h) Water distribution pressure levels may be adjusted to help achieve the goals of this plan.

Stage 3 – Critical/Emergency Water Shortage Conditions

Water Use Restrictions. All requirements of Stage 2 shall remain in effect during Stage 3 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler systems are prohibited at all times.
- (b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the Corporation.
- (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (d) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10 p.m.
- (e) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi-type pools is prohibited.
- (f) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (g) No applications for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

Section XI: Enforcement

1. First Violation - The customer will be notified by written notice of their specific violation.
2. Subsequent Violations:
 - a. After written notice, the Corporation may install a flow-restricting device in the line to limit the amount of water that will pass through the meter in a 24 hour period. The Corporation may charge the customer for the actual cost of installing and removing the flow-restricting device, not to exceed \$75.
 - b. After written notice, the Corporation may discontinue service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is less. The normal reconnect fee of the Corporation will apply for restoration of service.

Section XII: Variances

The Board, or their designee, may, in writing, grant temporary variance(s) for existing water uses otherwise prohibited under this Plan if:

- (a) 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: or
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use: or
- (c) It is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance; or
- (d) In the opinion of the President of the board of Directors, or his/her designated appointee, a temporary variance
- (e) Is warranted for a business that uses outdoor water in their primary business practice, such as turf growers, nurseries and commercial car washes, or for any customer for any other reason.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the Corporation within five (5) days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Board, or their designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

Variations granted by the Corporation shall be subject to the following conditions unless waived or modified by the Board, or their designee:

- (a) Variations granted shall include a timetable for compliance.
- (b) Variations granted shall expire when the Plan is no longer in effect unless the petitioner has failed to meet specified requirements.

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

Section XIII: Severability

It is hereby declared to be the intention of the Board that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences paragraphs, and sections of this Plan, since the same would not have been enacted by the Board without the incorporation into this Plan of any such.