

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

- a. No transfer of Membership is involved;
- b. An easement for the proposed location has been granted to the Corporation;
- c. The property of the new location requested is owned by the current Member of the meter to be moved;
- d. The existing tap location is contiguous to the proposed tap location; and
- e. The Member pays the actual cost of relocation plus administrative fees.

23. Prohibition of Multiple Connections To A Single Tap. In order that the Corporation may maintain adequate records of the actual number of users on its system to assure compliance with Texas Department of Health Rules and Regulations on minimum service standards, to ensure that charges are received for each user on the system, and to ensure that the Corporation's metering device is adequately sized for proper flow and accurate measurement of water used, all connections of any dwelling, household, business, and/or water-consuming establishment currently receiving or planning to receive water service, either directly or indirectly from the Corporation's water system, shall individually apply for service under the rules of this Tariff. Any unauthorized submerging of service shall be considered a Multiple connection and subject to disconnection of service. If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff.

24. Member's Responsibility.

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

b. The Member shall see that all plumbing connections shall be made to comply with the Texas Department of Health Rules and Regulations.

(1) All connections shall be designed to ensure against back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough.

(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 Corporation's facilities.

Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.

c. A Member owning more than one (1) Membership Certificate shall keep all payments current of all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the member.

d. The Corporation's ownership and Maintenance responsibility of water supply and metering equipment shall end at the point where the Member connects to the equipment provided by the Corporation during the installation of the metering equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and provided by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.

e. The Corporation shall require each Member to provide a cut-off valve on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges.

SECTION F: NON-STANDARD SERVICE REQUIREMENTS

1. Corporation's limitations. All Applicants shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness.

2. Purpose. The purpose of this Section is to govern agreements and service procedures for subdivisions, additions to subdivisions, or developments where service to more than one tract is necessary; and/or additional piping, service facilities, etc. are required to accommodate individual, multiple, commercial, or industrial Applicants. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard.

3. Application of Rules. This Section may be altered or suspended when applied to planned facility expansions for which the Corporation extends its indebtedness. The Board of Directors of the Corporation shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

4. Non-Standard Service Application. The Applicant shall meet the following requirements prior to the initiation of a Service Contract by the Corporation:

a. The Applicant shall provide the Corporation a completed Service Application And Agreement giving special attention to the item on SPECIAL SERVICE NEEDS OF THE APPLICANT.

b. A final plat approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all regulatory authorities having jurisdiction over lot sized, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such regulatory authorities shall be submitted with the plat. Applicant's for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

c. At the time the Applicant tenders the Application, a Non-Standard Service Investigation Fee (See Section G) to cover initial administrative, legal, and engineering fees shall be paid to the Corporation. The balance of actual expenses shall be refundable to the Applicant and any additional expenses incurred as a result of efforts by the Corporation to study service requirements of the Applicant shall be paid by the Applicant.

d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property outside the Corporation's Certificated Service Area of Public Convenience and Necessity, service may be extended provided that:

(1) The service location is contiguous to or within one-fourth ( $\frac{1}{4}$ ) mile of the Corporation's Certificated Service Area of Public Convenience and Necessity;

(2) The service location is not in an area receiving similar service from another utility; and

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

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

a. The Corporation's Consulting Engineer shall design all service facilities for the Applicant's requested service within the Corporation's specifications or within the certain codes and specifications of neighboring municipalities for all Non-Standard Service Applications which lie within a five (5) mile margin around the boundaries of municipalities having jurisdiction over such design criteria (municipalities with a population greater than five thousand [5,000]).

b. The engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided however, that the actual costs of the Engineer's services do not exceed the amount of the Non-Standard Service Investigation Fee allotted for engineering services. If the Applicant's services exceed the allotted fee, the Applicant shall pay the balance of engineering fees prior to commencing with the service investigation.

c. The consulting Engineer shall submit to the Corporation a set of detailed plans, specifications, and cost estimates for the project.

d. If no local authority imposes other design criteria on the Applicant's service request, the Corporation's Engineer shall design all facilities for any Applicant to meet the demand for service as platted and/or requested in the plans or plat submitted in application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demand, provided however, that the Corporation pays the expense of such upgrading above the Applicant's facility requirements.

## ADDENDUM TO NON-STANDARD METER

Effective August 15, 2007, West Medina Water Supply Corporation shall require an applicant for a non-standard meter to transfer to the corporation an amount of Edwards Aquifer Authority pumping rights equal to the anticipated usage for the meter(s) requested, or, at the Corporation's discretion in lieu thereof, may pay the corporation the then in effect per acre foot charge for a standard meter request times the number of acre feet projected to be used by the total of meters requested.

The Corporation shall calculate the anticipated usage based on information provided by the applicant or other applicable standards. Misrepresentation of usage by the applicant may result in additional payment for pumping rights or additional transfer to the Corporation of Edwards Aquifer Authority pumping rights. Non-compliance by the applicant will result in termination of service.

6. Non-Standard Service Contract. All Applicants requesting or requiring Non-Standard Service shall enter into a written contract, drawn up by the Corporation's Attorney, in addition to submitting the Corporation's Service Application and Agreement. Said contract shall define the terms of service prior to construction of required service facilities. Guidelines for the service contract may include, but are not limited to:

a. Definition of all costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.

b. Definition of procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.

c. Definition of Front-end Capital Contributions required by the Corporation in addition to the other costs required under this Section.

d. Definition of monthly Reserved Service Charges as applicable to the service request.

e. Definition of terms by which reserved service shall be provided to the Applicant and duration of reserved service with respect to the impact the Applicant's service request will have upon the Corporation's system capability to meet other service requests.

f. Definition of terms by which the applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Front-end Capital Contributions.

g. Definition of terms by which the Corporation shall administer the Applicant's project with respect to:

- (1) Design of the Applicant's service facilities;
- (2) Securing and qualifying bids;
- (3) Execution of the Service Agreement;
- (4) Selection of a qualified bidder for construction;
- (5) Dispensing advanced funds for construction of facilities required for the Applicant's service;
- (6) Inspection construction of facilities; and
- (7) Testing facilities and closing the project.

h. Definition of terms by which the Applicant shall indemnify the Corporation from all third party claims or lawsuit in connection with the project contemplated.

i. Definition of terms by which the Applicant shall deed all constructed facilities to the Corporation and by which the responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.

j. Definition of terms by which the Applicant shall grant title of easement for right-of-ways, constructed facilities, and facility sites and/or terms by which the Applicant shall provide for the securing of required right-of-ways and sites.

k. Definition of terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.

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

a. If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Corporation shall require the Applicant to secure easements or title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant.

b. All facilities required to be installed in public right-of-ways in behalf of the Applicant, due to inability to secure private right-of-way easements, shall be subject to costs equal to the original cost of facility installation for those facilities in public right-of-ways, plus the estimated cost of future relocation to private right-of-ways or subject to the cost of installation under state condemnation procedures, whichever is most desired by the applicant.

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

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



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

a. The Applicant shall sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of constrution associated with the project;

b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;

c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;

d. The Contractor shall supply favorable references acceptable to the Corporation;

e. The Contractor shall qualify with the Corporation as competent to complete the work, and

f. The Contractor shall provide adequate certificates of insurance as required by the Corporation.

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

10. Construction.

a. All road work pursuant to county and/or municipal standards (if applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.

b. The Corporation shall, at the expense of the Applicant, inspect the facilities to ensure that Corporation standards are achieved.

c. Constuction plans and Specifications shall be strictly adhered to, but the Corporation reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

West Medina Water Supply Corporation  
P.O. Box 365  
D'Hanis, Texas 78850  
System #1630027

Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

December 12, 2007

Dear Sir,

The Directors of West Medina Water Supply Corporation have approved the following addendum to the tariff.

Addendum to Tariff of West Medina Water Supply Corporation

Effective December 15<sup>th</sup>, 2007

The water acquisition fee shall be determined by the West Medina Water Supply Board of Directors based upon the most recent available Edwards Aquifer water rights sales information. The Board of Directors may adjust the fee periodically based upon changes in the current Edwards Aquifer water market.

Doug Samford, Manager WMWSC

SECTION G: RATES AND SERVICE FEES

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

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

a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within thirty (30) working days of application.

b. All Non-Standard Service requests shall be subject to a fee, unique to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant, to provide cost estimates of the project, to present detailed plans and specifications as per final plat, to advertise and accept bids for the project, to present a Non-Standard Service Contract to the Applicant, and to provide other services as required by the Corporation 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. (See Section F.)

2. Membership Fee. At the time the Application for service is approved, a Membership Fee of \$\_\_\_\_.00 must be paid for each lot/tap or meter equivalent before service shall be provided or reserved for the Applicant by the Corporation.

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

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

a. Standard Service shall include all current labor, materials, engineering, legal, and administrative costs necessary to provide individual metered service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed.

b. Non-Standard Service shall include any and all construction labor and materials, administration, legal, and engineering fees, as determined by the Corporation under the rules of Section F of this Tariff.

c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E.1.c.(6) of this Tariff.

5. Front-end Capital Contributions. In addition to the Membership Fee, each Applicant shall be required to contribute capital in an amount projected to defray the cost of up-grading system facilities to meet growth demands created by adding customers. This fee shall be assessed immediately prior to providing or reserving service on a per residential meter equivalent basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested. The formula applied to such fee is as follows:

a. The \$1,000.00 hookup fee is to help defray the additional expense of maintenance and replacement of the well, booster pump, and standpipe caused by the addition of new meters to the system. This may include the expense of additional storage capacity or additional wells to the system. The hookup fee is intended to cover part of the additional expense with, the remaining cost to be born by all members of the corporation.  
AT THIS POINT IN YOUR TARIFF.

## 6. Monthly Charges.

a. Minimum Monthly Charges -- The monthly charge for metered water service, including allowable gallonage, is based on demand by meter size. Each charge is assessed based on the number of 5/8" X 3/4" meters (as per American Water Works Association maximum continuous flow specifications) equivalent to the size indicated and is used as a base multiplier for the minimum monthly charge and allowable gallonage. Rates, equivalents, and allowable genealogics are as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	ALLOWABLE GALLONAGE	MONTHLY RATE
5/8" X 3/4"	1.0	X,000	\$ 25.00

b. (OMITTED)

c. In addition to the Minimum Monthly Charge, a gallonage charge shall be added at a rate of \$1.25 per 1,000 gallons for any gallonage over 3,000 gallons used in any one (1) billing period.

7. Late Payment Fee. A penalty of \$3.00 per billing period shall be made on delinquent bills. This late payment penalty shall be applied to any unpaid balance, during any one billing period.

8. Returned Check Fee. In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$10.00.

9. (OPTIONAL) Service Trip Fee. The Corporation shall charge a trip fee of \$10.00 for any service call or trip to the Member's tap as a result of a request by the Member or resident (unless the service call is in response to damage of the Corporation's or another Member's facilities) or for the purpose of disconnecting or reconnecting service due to non-payment for services.

10. Equipment Damage Fee. If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts of negligence.

11. Customer History Report Fee. (NO CHARGE)

12. Meter Test Fee. The Corporation shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, a charge of \$25.00 shall be imposed on the affected account.

13. Transfer Fee. An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$10.00.

14. Membership Certificate Copy Fee. A fee of \$1.00 will be charged to provide a duplicate copy of the Membership Certificate.

15. Meter Reading Fee. A \$10.00 meter reading fee shall be charged for failure to read meter.

## SECTION H: EMERGENCY RATIONING PROGRAM

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

1. Declaration of Emergency. When a system demand exceeds production or storage capability measured over a twenty-four (24) hour period, and refilling the storage facilities is rendered impossible, OR when the Corporation is notified by its wholesale supplier of a cutback in water to be delivered to such an extent that normal use patterns will no longer be possible, the Corporation may declare an emergency to exist, and thereafter ration water in the following manner.

2. Notice Requirements. Written notice of the proposed rationing shall be mailed or delivered to each affected Member seventy-two (72) hours before the Corporation actually starts the program, and shall also be placed in a local newspaper. The Member notice shall contain the following information:

- a. The date rationing shall begin;
- b. The date rationing shall end;
- c. The stage (level) of rationing to be employed;
- d. A copy of this rationing authority; and
- e. Affected area to be rationed.

3. Stage levels of Rationing.

a. STAGE I (Mild Rationing Conditions) -- Alternate day usage of water for outdoor purposes such as lawns, gardens, car washing, etc. The provisions for alternate day use shall be specified by the Corporation in the written notice.

b. STAGE I-A (Limited Water Usage) -- The Corporation may limit water usage to a gallonage determined by the water plant's mechanical capability to provide continuous service in direct proportion to the loss of production/re-fill capability at a plant where no back-up facilities are available to remedy the shortage, prorated over all Members served by the water plant. Water restrictors may be installed for Members that exceed the limited gallonage determined by the system's mechanical capability. A flow restrictor shall be installed at the Member's expense (not to exceed actual costs or \$50.00). Tampering with the flow restrictor will result in water service termination for seven (7) days. The normal Reconnection Fee (Service Trip Fee) of the Corporation shall apply for restoration of service. The maximum number of gallons per meter per month shall be contained in the notice to each Member.

c. STAGE II (Moderate Rationing Conditions) -- All outdoor water usage is prohibited; however, usage for livestock is exempt.



d. STAGE III (Severe Rationing Conditions) -- All outdoor water usage is prohibited; livestock may be exempted by the Corporation. All consumption shall be limited to each Member in one of the following ways;

(1) A fixed percentage of each Member's average use in the prior month, the percentage to be uniformly applied on a system-wide basis, each Member being notified of this percentage amount, OR,

(2) A maximum number of gallons per meter (Member) per week, with notice to each Member of this number.

Total percentages under item 1 or maximum number of gallons under item 2 above shall be calculated not to exceed 80% of the system's current production/re-fill capability for the area being rationed.

4. Violation of Emergency Rationing Rules.

a. First Violation -- The Corporation may install a flow restrictor in the line to limit the amount of water which will pass through the meter in a twenty-four (24) hour period. The cost to be charged to the Member's account shall be the actual installed cost of the Corporation, not to exceed \$50.00.

b. Subsequent Violations -- The Corporation may terminate service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal service trip fee of the Corporation shall apply for restoration of service.

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

6. Rates. All existing rate schedules shall remain in effect during the rationing period, and no charges may be levied against a Member which are not contained in the approved Tariff of the Corporation.

The purpose of this Emergency Rationing Program is to conserve the total amount of water demanded from the Corporation until supply can be restored to normal levels. This rationing program shall not exceed sixty (60) days without extension by the Board of Directors.

## SECTION I: STAGE I- DROUGHT RESTRICTION PROGRAM

The following water rationing program is adopted to comply with the Edwards Aquifer Authority (EAA) Critical Period Withdrawal Reductions.

### DECLARATION OF STAGE I BY EDWARDS AQUIFER AUTHORITY

#### STAGE I-DEMAND MANAGEMENT RESTRICTIONS (20% Reduction)

- a. No person may waste metered water.
- b. No person may use metered water for landscape watering between the hours of 10:00 a.m. and 8:00 p.m. This subsection does not apply to non-potable water, gray water, or treated effluent.
- c. No person may use metered water to wash an impervious outdoor ground covering such as driveway or sidewalk unless for health or safety reasons.
- d. Restaurants and other eating establishments are prohibited from serving metered water to customers except upon request of the customer.
- e. Every person who owns or has possession of a swimming pool must cover the pool with an effective evaporation cover or screen, or evaporation shields covering at least 25% of the surface of the pool, when the pool is not in active use. Active use includes necessary maintenance that requires removal of the cover, screen or shields. A swimming pool is defined as any structure, basin, chamber or tank including hot tubs, containing an artificial body of water for swimming, diving or recreational bathing, and having a depth of two (2) feet or more at any point.
- f. No person may wash an automobile with metered water at a residence without the use of a hand held hose with automatic shut-off nozzle or bucket of five (5) gallons or less.

#### STAGE II- DEMAND MANAGEMENT RESTRICTIONS (30% Reduction)

- a. All of the prohibitions applicable in Stage I apply in Stage II.
- b. No persons may use metered water for landscape watering on more than two watering days in any calendar week, except that landscape watering on any day before 10:00 a.m. and after 8:00 p.m. by means of a bucket, hand held or soaker hose, or properly installed drip irrigation system.
- c. Designated watering days are Tuesday and Thursday. Landscape watering is not allowed between 10:00 a.m. through 8 p.m.
- d. No person may use metered water for an ornamental outdoor fountain or similar feature, unless the water is recycled and the only additional metered water used for the feature is to compensate for evaporative losses.
- e. No person may wash an automobile with metered water.

#### STAGE III- CRITICAL PERIOD RESTRICTIONS (35% Reduction)

- a. All of the prohibitions applicable in Stage I and II apply in Stage III.
- b. No person may use metered water for landscape watering on more than one watering day in any calendar week. Landscape watering is permitted to maintain shrubs, trees and other ornamental plants, but not grass or turf, on any day before 10:00 a.m. and after 8:00 p.m. by means of a bucket, hand held or soaker hose, or properly installed drip irrigation system. This does not apply to non-potable water, gray water or treated effluent.

- c. Designated watering day is Thursday. Landscape watering is not allowed between 10:00 a.m. through 8:00 p.m.
- d. No person may use metered water for an ornamental fountain or similar feature.

**STAGE IV-CRITICAL PERIOD (40% Reduction)**

- a. All of the prohibitions applicable in Stage I, Stage II and Stage III apply in Stage IV.
- b. No person may use metered water to fill a new swimming pool or refill an existing swimming pool.

**Use Necessary for Public Health or Safety**

Notwithstanding any provision of these restrictions, metered water may be used when and to the extent it is necessary to prevent danger to the public health, safety, or welfare, or to the extent Required by State and Federal Laws.