

TARIFF

of

Creedmoor-Maha Water Supply Corporation

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May – 2020

**CERTIFICATE OF CONVENIENCE AND NECESSITY NO. 11029
TRAVIS, HAYS, BASTROP AND CALDWELL COUNTIES, TEXAS**

TARIFF

OF

**Creedmoor-Maha Water
Supply Corporation**

REVISION HISTORY/VERSION CONTROL

Effective Date of Revisions	Revisions Made and/or Sections Affected
April 17, 2019	Amending Section E, Subsection 11 (relating to deferred payment plans); Section E, Subsections 13.d, 13.e, and 13.f (relating to charge distribution and payment application); Section E, Subsections 21.a and 21.f (relating to general service regulations applicable to all members/customers); Section E, Subsection 24 (relating to the prohibition of multiple connections to a single tap); Section G, Subsections 6.d, 6.f, and 6.g (relating to monthly charges); and Section G, Subsection 7 (relating to late payment fee).
June 19, 2019	Amending Section G, Subsection 5 (relating to Customer Connection Fee, Meter Inspection Fee, Engineering Fee, and Meter Installation Fee); adding Section G, Subsection 6 (relating to June 2019 System Connection Fee for All New Customers); adding Section E, Subsection 3.e (relating to recreational vehicle water usage); and amending Section E, Subsection 29.b (relating to Standards for Water Service Lines).
September 18, 2019	Making numerous non-substantive and/or typographical corrections. Adding “Revision History/Version Control.” Amending Section C (relating to definitions of Developers and Pressure Regulating, Regulation, or Reducing Valve(s)); Section E, Subsection 2.c (relating to requirements for standard and non-standard service); Section E, Subsection 7 (relating to owners and renters); Section E, Subsections 21.a and 21.l (relating to other general service regulations applicable to all members/customers); Section E, Subsection 24 (relating to prohibition of multiple connections to a single tap); and the Sample Application Packet (relating to the Easement and Right-of-Way, including temporary easement for construction).
February 19, 2020	Making numerous non-substantive and/or typographical corrections. Amending Section G, Subsection 5 (relating to Customer Connection Fee, Meter Inspection Fee, Engineering Fee, and Meter Installation Fee); amending Section G, Subsection 6 (relating to System Connection Fee for All New Customers); and adding Section D, Subsection 4 (relating to the requirements for decertification of the Corporation’s CCN area).
March 18, 2020	Making numerous non-substantive and/or typographical corrections. Amending Section C (relating to definition of System Connection Fee); Section F, Subsection 6 (relating to Connection Fees required by the Corporation); Section G, Subsection 5 (relating to Customer Connection Fee, Meter Inspection Fee, Engineering Fee, and Meter Installation Fee); and Section G, Subsection 6 (relating to System Connection Fee for All New Customers).

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TARIFF

OF

Creedmoor-Maha Water Supply Corporation

SECTION A: RESOLUTION AND AUTHORITY

SECTION A: RESOLUTION AND AUTHORITY

THE BOARD OF DIRECTORS OF CREEDMOOR-MAHA WATER SUPPLY CORPORATION ESTABLISHES THAT:

1. This Tariff of the Creedmoor-Maha Water Supply Corporation, serving in Travis, Hays, Bastrop, and Caldwell Counties, Texas consisting of Section A through H and forms inclusive, is adopted and enacted as the current regulations and policies.
2. This Tariff, as amended from time to time, supersedes all utility service policies, rates, rules and tariffs adopted or passed by the Board of Directors prior to the date of adoption of this Tariff. Only those pre-existing written contracts or agreements executed by the present or previous Board of Directors shall remain in effect, unless the contract or agreement requires compliance with changes of the tariff from time to time.
3. The adoption of this tariff shall not affect any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or vested right established or accrued prior to the effective date of this Tariff.
4. An official copy of this Tariff shall be available during regular office hours of the Corporation. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.
5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this Tariff is declared unconstitutional or invalid for any purpose, the remainder of the Tariff shall not be affected.
6. The effective date of this tariff revision and all rate and fee changes herein shall be May 1, 2020.

PASSED and APPROVED by vote of the Board of Directors on March 18, 2020.

Bennie Bock

President

[SEAL]

ATTEST:

Secretary, Creedmoor Maha Water Supply Corporation

TARIFF

OF

Creedmoor-Maha Water Supply Corporation

SECTION B: STATEMENTS

SECTION B: STATEMENTS

1. **Organization:** The Creedmoor-Maha Water Supply Corporation is a Member owned, Member-controlled, non-profit corporation incorporated pursuant to Texas Water Code, Chapter 67 and as supplemented by the Texas Non-Profit Corporation Act to provide potable water and/or sewer utility service to its Members and Customers. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.
2. **Non-Discrimination Policy:** Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, marital status, or any other legally protected status.
3. **Policy and Rule Application:** This Tariff, including its policies, rules, and regulations, in conjunction with the Corporation's articles of incorporation and bylaws, apply to the water and wastewater service provided by the Creedmoor-Maha Water Supply Corporation, also referred to as Corporation. Failure on the part of the Member, Consumer, Customer or Applicant to observe these policies, rules, and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.
4. **Corporation Bylaws:** The Corporation Members have adopted bylaws that establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation's office.
5. **Developer Required Fire Flow:** Fire flow will be the responsibility of the developer. This includes all expenses to upgrade water storage, supply or pumping capabilities.
6. **No Fire Protection Responsibility or Liability:** Fire Hydrants installed within the Corporation's water distribution system are provided at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet the fire flow requirements of local, county, state, or federal government agencies. Such fire hydrants are support facilities only meant to be used as flush control valves in the public drinking water system. State public health and safety regulations require public drinking water systems to be flushed on a routine basis and metallic flush valves (commonly referred to as a fire hydrant) are a preferred manner of complying with these regulations. The Corporation makes no representation that it is offering fire protection or fire flows on any of the distribution system or under any fire code or fire fighting standard. The Corporation has no obligation at law to provide water for fire related activities because this is not a public water Corporation or potable domestic water service as defined by the Texas Water Code and/or the Texas Health and Safety Code. The Corporation, at its sole option, may permit local area fire departments to use water from its public drinking water system on an AS IS, AS AVAILABLE basis and will in no manner be liable for damages caused by its inability to supply sufficient water for the prevention or suppression of fire.

Any fire department or other person using the Corporation's water system to take water for fire fighting purposes shall be liable to the Corporation for damage caused to the Corporation's plant and equipment caused during such use especially for, but not limited to, damage for driving heavy

vehicles over water lines. The Corporation reserves the right to remove any fire hydrant (metallic flush valve), due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors. Any water taken from the Corporation's water system for any purpose including fire fighting, without prior knowledge and consent of the Board of Directors and/or the General Manager shall be deemed to be theft and shall be prosecuted. Fire Departments may obtain advanced consent for emergency usage on an AS IS, AS AVAILABLE basis.

The Corporation does not profess, state, warrant, guarantee, or imply that such additional water service capacity is, or shall ever be, adequate or sufficient for firefighting. The Corporation neither possesses nor claims to possess knowledge or expertise in firefighting or the requirements of firefighting. No statement or action of the Corporation shall ever be implied or meant to suggest that any facilities of the Corporation comply with any state or local fire code. The Corporation does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies.

The Corporation may (but is not required to) contract with individual Customers/applicants to provide water service capacities to their properties in excess of the TCEQ's domestic water system regulations so that such water volumes and pressures may be used by the Customers/applicant or local fire department (at their sole election and responsibility) for firefighting purposes. Such additional water service capacities shall be provided only in response to and according to design criteria and/or plans prepared by the Customer/applicant for the use of such excess water service capacity, and shall be provided only pursuant to a Non-Standard Service Agreement under which the developer shall be solely responsible for all costs associated with any required system upgrades necessary to provide such capacity.

7. **Corporation Forms Policy:** The sample forms attached to this Tariff are the same or similar in form to those used by the Corporation and are attached hereto for information purposes only. The Corporation reserves the right to amend, revise and discontinue use of any of the attached forms, and to create and use new forms, at its sole discretion, for purposes that include, without limitation, complying with federal and state laws and regulations, improving the Corporation's administrative efficiency, providing better service to Members and Customers, fulfilling the unique and facilities needs of developers and nonstandard service applicants, and meeting the future system demands of the Corporation.

8. **Damage Liability:** The Corporation is not liable for damages caused by service interruptions, normal system failures, tampering by third persons or customers of CMWSC, system maintenance or repairs, or other events beyond the Corporation's control. The Corporation makes no representations or warranties (expressed or implied) that Customer's appliances will not be damaged by disruptions of or fluctuations in water service whatever the cause. The limit of liability of the Corporation is the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability.

9. **Information Disclosure:** The records of the Corporation shall be kept in the Corporation office at 12100 Laws Road, Buda, Texas 78610. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas

Public Information Act. A reasonable charge as established pursuant to the Texas Public Information Act may be assessed to any person requesting copies of Corporation records.

An individual Member may request in writing that their name, address, telephone number, or social security number be kept confidential. Such confidentiality does not prohibit the Corporation from disclosing the information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each Member on a list to be made available to the Corporation's voting Members, or their agents or attorneys, in connection with a meeting of the Corporation's Members. The Corporation shall give its applicants and Members notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

10. **Customer Notice Provisions:** The Corporation shall give written notice of monthly rate changes by mail, email or hand delivery to all Customers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change.

11. **Grievance Procedures:** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:

- a. By presentation of concerns to the Corporation's General Manager or authorized staff member. If not resolved to the satisfaction of the aggrieved party, then;
- b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result. The grievance will then be posted on an upcoming Board of Directors meeting agenda for discussion.
- c. Having discussed the grievance at a legally-posted meeting of the Board of Directors, the decision of the Board of Directors will be communicated to the aggrieved party in writing.
- d. Any charges or fees contested as part of the complaint in review by the Corporation under this policy shall be suspended until a satisfactory review and final decision has been made by the Board of Directors.

12. **Plumbing Standards:** The Corporation adopts applicable sections of the most recent Uniform Plumbing Code as guidance in the design, installation, and maintenance of plumbing systems and service facilities connecting or connected to the utility's water facilities, to the extent appropriate under the applicable statutes and regulations governing public water and sewer utility systems. Any Member may be required to retrofit plumbing systems and service facilities as determined to be necessary by the Corporation for the purposes of compliance with the Uniform Plumbing Code. The piping and other equipment on the premises furnished by the Member or Customer will be maintained by the Customer at all times in conformity with the requirements of

the TCEQ, the Uniform Plumbing Code, any applicable municipal plumbing codes and with the service rules and regulations of the Corporation. The Member or Customer will extend its service line to its property line at the point on the Customer's property mutually acceptable to the Member or Customer and the Corporation subject to such requirements as may exist by TCEQ rule. No water service smaller than 5/8" will be connected. No pipe or pipe fitting which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use. No solder or flux that contains more than 0.2% lead can be used at any connection that provides water for human use.

13. **Sub-metering Responsibility:** Sub-metering will be required for all accounts that are supplied by a large meter that is installed from a Non-Standard Service Agreement, as required by both the TCEQ and the Public Utility Commission of Texas. The sub meters will be purchased and maintained by the land owner. The Corporation has no jurisdiction or responsibility to the tenants receiving water under a Non-Standard Metered Account. Tenants are not considered Members or Customers of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding sub metering should be directed to the TCEQ or the Public Utility Commission of Texas.

If the Non-Standard Service connection is a one inch (1") or smaller meter, the following is required:

1. Duplexes require 2 meters (one meter per living area)
2. Apartment Houses require a meter for each living quarter

14. **Threats to Corporation Personnel or Property:** Threats to Corporation personnel or other actions which prevent the lawful conduct of Corporation business on Corporation property, easements, or rights of entry shall result in immediate discontinuance of utility service until the condition is corrected or the threat is permanently removed. Threats to or assaults upon Corporation personnel shall result in criminal prosecution. The Sheriff's Office of the County where the threats or other actions occur will be notified.

15. **Wholesale Water Service:** The Corporation shall provide wholesale water service to another state-approved retail public water utility **only** when, and under such terms and conditions, as are reviewed by the General Manager, brought before for the Board, and approved by the Board of Directors on a case-by-case basis. Nothing in this tariff shall be deemed to indicate, warrant, or express any ability or willingness of the Corporation to provide wholesale service to anyone at any time. Such service shall be provided only in compliance with a lawful and final regulatory or court order or when providing such service will not diminish the Corporation's ability to provide continuous and adequate service to affected portions of its certificated service area within the sole discretion of the Corporation's General Manager and/or Board of Directors.

16. **Standard for Construction:** Unless otherwise approved by the General Manager, all plant, facilities, equipment, lines, controls, and other appurtenances to the water system shall be constructed according to the uniform standards or construction prepared by the Corporation's consulting engineer. In addition, the Corporation adopts all applicable sections of the Travis County Subdivision Regulations and the TCEQ's Rules and Regulations for Public Drinking Water Systems (30 Texas Administrative Code), as relates to vehicle/trailer/RV parks, throughout the entire certificated service area. Applicants for service to these facilities must present clear and

convincing evidence that these additional standards have been complied with and, for those located within Travis County, that Travis County has approved the facility prior to making application for water service. Any mobile home park, trailer park, and recreational vehicle park in business as of June 1, 2018 is currently connected to water system and which desires to continue receiving water service must furnish the General Manager with evidence that these requirements have been met.

TARIFF

OF

Creedmoor-Maha Water Supply Corporation

SECTION C: DEFINITIONS

SECTION C: DEFINITIONS

Active Service – Status of any Member receiving authorized service under the provisions of this Tariff.

Applicant – Person, partnership, cooperative, corporation, agency, public or private organization of any type or combination thereof applying for service with the Creedmoor-Maha Water Supply Corporation.

Board of Directors – The governing body elected by the Members of the Creedmoor-Maha Water Supply Corporation.

Certificate of Convenience and Necessity (CCN) – The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Creedmoor-Maha Water Supply Corporation to provide water and wastewater utility service within a defined territory. Creedmoor-Maha Water Supply Corporation has been issued water Certificate Number 11029. Territory defined in the CCN shall be the Certificated Service Area. (See Section D. Certificated Service Area Map)

Corporation – The Creedmoor-Maha Water Supply Corporation.

Developer – Any person who owns land located within the boundaries of the Corporation and who has divided or proposes to divide the land into two or more parts, or requests two or more water or wastewater service connections on a single contiguous tract of land, for the purpose of developing a non-residential project that has a water demand that cannot be served through a standard $\frac{5}{8}$ " or $\frac{3}{4}$ " water meter, or laying out any subdivision or any tract of land or any addition to any town or city, or for laying out suburban lots or building lots, or any lots, streets, alleys, or parks or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto.

Disconnection of Service – The discontinuance of water or sewer service by the Corporation to a Member/Customer.

Easement - A private perpetual dedicated right of way for the installation/replacement of water or wastewater pipelines and necessary facilities, which allows access to property for future operation, maintenance, facility replacement, and/or installation of additional pipelines. Easements may also be granted to provide ingress and egress to property owned or controlled by the Corporation, i.e., driveway easements to water well sites. Easements may be granted to provide access to provide property for the purpose of inspecting, testing, repairing, replacement, and maintaining utility plant and/or private plumbing on the premises. The Corporation's current USDA Rural Utility Service loans require that the Corporation be granted an easement along the road frontage of each property served. When an Applicant requests a new meter, the Applicant will be provided an easement form with this information included, which shall be recorded in the real property records of the county in which the property in question is located.

Final Plat – A complete plan for the sub-division of a tract of land. The Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. A plat which has been approved and signed by all the applicable municipal, county, state, and federal agencies or political bodies shall be presumed to be a final plat absent any findings to the contrary by the Corporation’s Board of Directors.

Hazardous Condition – A condition that jeopardizes the health and welfare of the Members/ Consumers of the Corporation as determined by the Corporation or applicable regulatory authority. Any condition that is in or creates a violation of any public drinking water system rule of the Texas Commission on Environmental Quality or the United States Environmental Protection Agency shall automatically be deemed to be a hazardous condition unless otherwise certified by the applicable regulatory agency.

Indication of Interest Fee – A fee paid by a potential Member of the Corporation for the purpose of determining the feasibility of a construction and/or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available and may be applied toward the cost of engineering fees that are generated by the construction and/or expansion project. This also applies to applicants applying for, or receiving, Temporary Service.

Liquidated Membership – A Membership that has been canceled due to delinquent charges exceeding the Membership Fee or for other reasons as specified in this Tariff.

Member – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization that has qualified for service and received a Membership in accordance with the Corporation’s Tariff. A “Member” shall also be defined and/or restricted by the definition of this term in Texas Water Code Chapter 13 and agency regulations.

Membership Agreement – An approved service agreement evidencing a Member’s participation in the Corporation.

Membership Fee – A fee qualified as such under the terms of the tariff and the bylaws of the Corporation assigned to the real estate designated to receive service. The membership fee shall be refundable upon termination of service and surrendering the Membership Agreement.

Pressure Regulating Valve or Pressure Regulation Valve or Pressure Reducing Valve (PRV) – A device which is placed in pipelines to maintain automatically a given working pressure on its outlet side regardless of the pressure on the inlet side.

Proof of Ownership – Texas Water Code 67.016(d) gives authority to the Corporation to require ownership of real estate designated to receive service as a condition of membership and service. For the purpose of this tariff, Applicants for service and membership shall provide proof of ownership by deed of trust, warranty deed, or other recordable documentation of fee simple title to real estate to be served. Renters may receive service only through memberships held and guaranteed by the fee simple owner of the property to be served.

Public Utility Commission of Texas (PUC) – An agency of the State of Texas having jurisdiction over the grant, amendment and revocation of certificates of convenience and necessity, certain operational aspects of retail public utilities, and appellate jurisdiction over the rates and charges of non-profit water and sewer supply corporations.

Renter – A consumer who rents or leases property from a Member or who may otherwise be termed a tenant.

Re-service – Providing service to an Applicant at a location for which service previously existed, Costs of such re-servicing shall be based on justifiable expenses.

Reserved Service Charge – (Also known as “minimum monthly charge”, “minimum”, or the “base rate”) The monthly charge assessed each Member/Customer for the opportunity of receiving service. The Service Availability Charge is a fixed rate based upon the meter, service size, or equivalent dwelling unit(s).

Rural Utilities Service (RUS) – An Agency of the United States Department of Agriculture Rural Development Mission Area, previously called Farmers Home Administration Mission Area (FmHA), that provides loan and grant funds for development of rural water and sewer systems serving communities with a population of less than ten thousand (10,000) people, includes successor agencies.

Service Application and Agreement – A written agreement between the Member/Applicant and the Corporation defining the specific type of service requirements requested on the current service application and agreement form, and the responsibilities of each party required before service is furnished.

Service Unit – The base unit of service used in facilities design and ratemaking. For the purpose of this Tariff, a service unit is a 5/8” x 3/4” water meter.

System Connection Fee – A capital recovery fee assessed against new Applicants for service to defray the costs of expanding the system facilities in order to meet the Customer growth needs of the Corporation or to reimburse the Corporation for existing capacity being reserved and used by a new service applicant. This fee is charged for each meter equivalent or service unit for which service has been requested. For Applicants requesting capacity for less than 25 Living Unit Equivalents (LUEs), the System Connection Fee shall be \$4,600.00 per LUE. For Applicants requesting capacity for 25 or more LUEs, the System Connection Fee shall be \$6,185.00 per LUE. System Connection Fees shall be calculated based upon the totality of LUEs requested for a project, and Applicants may not avail themselves of the lesser System Connection Fee for smaller projects through incremental development. The terms “equity buy-in fee” and “impact fee” whenever used in this tariff shall mean the System Connection Fee.

Tariff – The operating policies, service rules, service extension policy, service rates, rationing policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this, Board approved, tariff is on file at the Corporation

office and as required since September 1, 1989 at the State office of the Texas Commission on Environmental Quality or the Public Utility Commission of Texas or successor agency.

Temporary Service – The classification assigned an Applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board of Directors will set the length of time associated with this classification. This classification will change to permanent service after the requirements in Section E of this Tariff are met. Applicant must have paid an Indication of Interest Fee.

Texas Commission on Environmental Quality (TCEQ) – State regulatory agency having jurisdiction over certain aspects of retail public utilities operations and facilities.

Transferee – An Applicant receiving a Creedmoor Maha WSC Membership by legal means from a person or entity desiring to forfeit and transfer current rights of Membership to another person or entity. (See Section E. 6, Miscellaneous Transaction Forms)

Transferor – A Member who transfers Membership by legal means to another person or entity desiring to qualify for service at a property for which the Membership is currently issued or to the Corporation.

Wastewater System – The wastewater collection, disposal and treatment facilities operated or constructed by or for the Corporation, and any wastewater systems extensions, improvements or facilities that may be built within the Corporation’s boundaries or service area in the future.

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

TARIFF

OF

Creedmoor-Maha Water Supply Corporation

SECTION D: GEOGRAPHIC AREA SERVED

SECTION D:
GEOGRAPHIC AREA SERVED
CERTIFICATE OF CONVENIENCE AND NECESSITY FOR WATER

To provide water service pursuant to the Texas Water Code, the Public Utility Commission of Texas, and/or the Texas Commission on Environmental Quality Rules.

Certificate No. 11029

1. Certificate Holder

Name: Creedmoor-Maha Water Supply Corporation
Address: 12100 Laws Road
Buda, Texas 78610

2. General Description and Location of Service Area:

Portion of Travis County, Hays County, Bastrop County, and Caldwell County

3. Certificate Service Area Maps:

The certificate holder is authorized to provide water service in the area identified on the Public Utility Commission of Texas' official service area map maintained in the offices of the Public Utility Commission of Texas, William B. Travis Building, 1701 N. Congress Avenue, 7th Floor, Austin, Texas 78701

This certificate, as amended from time to time, has been issued pursuant to applications of the Corporation and is subject to the rules and orders of the Public Utility Commission of Texas, the laws of the State of Texas and conditions contained in the certificate. The certificate is valid until amended or revoked by the Public Utility Commission of Texas.

The following two pages contain a copy of Certificate No. 11029 and a map of the Corporation's water service area.

4. Requests for Decertification of the Corporation's CCN Area

The Board of Directors has set guidelines to provide for the consistent consideration of landowner requests for property to be excluded, or "decertified," from the Corporation's CCN. All property owners considering such decertification must submit a written request to the Corporation, which disfavors decertification of CCN service area it has the capability to serve.

The written decertification request must identify the party (or parties) prosecuting the application for sale, transfer, or merger required to be filed with the Public Utility Commission of Texas. The request must also include a description of the property to be decertified and provide a projected timeline for needed capacity.

a. For Property Size of 25 Acres or Greater:

Given the loss of sales and impact fee revenues, decertification removes valuable assets from the Corporation's CCN. As such, prior to decertification, the requestor is strongly encouraged to negotiate with the Corporation in good faith to identify a means for the property to remain within the Corporation's CCN. In the event the parties cannot reach such an agreement, requestors are strongly encouraged to conduct further good faith negotiations concerning fair compensation for the Corporation's lost revenues and/or assets rendered useless or valueless as a result of decertification. Under such circumstances, the Corporation will work expeditiously to avoid a protracted and adversarial decertification process.

b. For Property Size Less than 25 Acres:

There is no statutory means for a landowner of less than 25 acres to request expedited release from the Corporation's CCN, and it is the policy and intent of the Corporation to oppose the decertification of property which it has the capability to serve in a reasonable time and at reasonable cost. However, small landowners are invited to negotiate with the Corporation concerning fair compensation for any lost revenues and/or assets rendered useless or valueless as a result of the requested decertification. Under such circumstances, the Corporation will work expeditiously to avoid a protracted and adversarial decertification process.

c. Property Size 5 Acres or Less:

If the Corporation does not currently provide water service to a property of 5 acres or less, the landowner is invited to negotiate with the Corporation concerning fair compensation for any lost revenues and/or assets rendered useless or valueless as a result of the requested decertification. Under such circumstances, the Corporation will work expeditiously to avoid a protracted and adversarial decertification process.

Any terms and/or compensation negotiated pursuant to the provisions above are subject to approval by the Board of Directors.

CERTIFICATE OF CONVENIENCE AND
NECESSITY

AND

MAP OF CCN AREA

TARIFF

OF

Creedmoor-Maha Water Supply Corporation

SECTION E: SERVICE RULES AND REGULATIONS

SECTION E: SERVICE RULES AND REGULATIONS

1. ***Service Entitlement.*** An applicant shall be considered qualified and entitled to water utility service when: (1) proper application has been made, (2) all terms and conditions of the Service and Membership have been met and continue to be met, (3) executed customer service inspection certificate has been received by the Corporation's business office, and (4) and all fees have been paid as prescribed.

2. ***Application Procedures and Requirements.***
 - a. For the purpose of this Tariff, service requested by an Applicant shall be for real estate designated to receive the service provided by the Corporation and shall be divided into the following classes:
 1. **Standard Service** is defined as service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are determined by the engineer not to be necessary. Typically, this would include 5/8" x 3/4" or 3/4" sized water meter services set on existing pipelines. A Service Applicant requesting a one-inch or smaller meter for a single residential lot with a lawn sprinkler system shall be considered Standard Service. Standard wastewater service is provided via minimum 1 1/4" wastewater tap connected to Low Pressure Force Main collection lines three (3) feet in depth in a properly bedded trench.
 2. **Non-Standard Service** is defined as any service request which requires a larger than 1" meter service, service to multiple meters on contiguous tracts under common ownership or control, temporary water service, service to a Master Metered Account, or an addition or extension to the supply, storage, and/or distribution/collection system. Non-Standard Service shall also include the following: (1) Developers who divide a tract into two or more separate lots or who re-plat one or more lots in a recorded platted subdivision for purposes of resale to the public; (2) Developers or Commercial Enterprises who own two or more tracts or lots for purposes of resale to the public; (3) Builders or Contractors owning one or more tracts or lots for purposes of building and resale to the public; (4) Commercial Customers with service demands greater than residential service demands as quantified by the Standard of Service definition in this Section; (5) Industrial Customers; and (6) Wholesale Customers. Except for temporary water service, the service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service.
 - b. **Requirements for Mandatory Wastewater Connection**
 1. The installation of any private on-site wastewater treatment or holding facility on land within the Corporation's wastewater certificated service

area and less than three hundred feet from the nearest wastewater collection point of the Corporation's wastewater system measured from boundary line of the land along public rights-of-way or utility easements may be prohibited and the Corporation may provide wastewater service to any such property.

2. All new developments and subdivisions on land within the Corporation's sewer certificate service area shall be required to connect to the Corporation's wastewater system when feasible and in the Corporation's discretion. The provision of water service by the Corporation to any new subdivision or development without requiring wastewater collection facilities to be constructed therein shall be considered an exception, requiring compelling evidence that the public health and environment will be protected for the long term.
3. The Corporation may require an owner of land located within the Corporation's sewer certificated service area to connect to the Corporation's wastewater system, when feasible and in the Corporation's discretion, provided that the Corporation's wastewater collection system is contiguous or adjacent to the boundary of said land.
4. All costs for connecting to the Corporation's wastewater system in excess of the standard costs required under Section G below must be paid for by the wastewater service applicant. The Corporation must review and approve all plans and specifications for any connection to the wastewater system prior to construction.

c. Requirements for Standard and Non-Standard Service

1. The Corporation's Service Application and Agreement or Non-Standard Service Application shall be completed in full and signed by the Applicant. The Applicant shall grant the Corporation an ingress-egress easement into and across the property as a whole to allow Corporation personnel to service any and all water utility plant that may be constructed, operated, and maintained on the property and to inspect private plumbing for hazards to the public water supply or other non-compliances with the Corporation's tariff and/or state regulations.
2. A right of way easement, sanitary control easement or other such easement form approved by the Corporation must be completed by the Applicant for the purpose of allowing service to the applicant, future extensions or facility additions to improve or provide service to future applicants. Unless expressly waived by the Board of Directors for good cause due to unique circumstances of the particular tract of land in question, all easements granted must be exclusive to the Corporation. The grantor may not allow any roadway reservation or right-of-way easement overlap any portion of the utility pipeline easement regardless of platting or roadway requirements of any governmental entity. If

necessary to make a particular tract compliant with TXDoT or county requirements and the exclusivity of the Corporation's easement, the Applicant shall be required to provide the Corporation with a new easement and to relocate the Corporation's utility plant into that alternate easement at its sole expense. If the Applicant, his heirs, successors or assigns are subsequently found to have granted any real property interest that conflicts with the Corporation's exclusive easement and/or the utility facilities located therein, the Applicant, his heirs, successors or assigns shall bear all costs of relocating the Corporation's facilities in a relocated easement, if necessary. This shall be a condition of continued services from the Corporation as an agreed remedy for breach of the Applicant's covenant of exclusivity of the easement that was granted as a condition of obtaining that service. This covenant runs with the land in perpetuity with the chain of title.

3. The applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the Corporation. Proof of ownership shall consist of warranty, deed, deed of trust, or other recordable documentation of fee simple title to the real estate designated to receive service. (Texas Water code 13.002 (11) and 67.016 (d)).

4. It is the Corporation's policy that each consuming facility using Corporation-supplied water be connected to the Corporation's water system through a Corporation-installed meter, and a Pressure Regulation Valve shall be installed between the inlet stop valve and the meter in order to safeguard the plumbing. The Corporation shall consider master metering to condos, trailer/RV parks, or business centers and other similar type enterprises at an Applicant's request provided the total number of units to be served meet the following criteria and conditions:
 - (a) Owned by the same person, partnership, cooperative, corporation, agency, public or private organization of any type but not including a family unit,
 - (b) Directly inaccessible to public right-of-way,
 - (c) Considered a commercial enterprise; i.e. for business, rental, or lease purposes, and not a configuration of individual habitations, workshops, storage buildings, warehouses, or offices used for the benefit of family or friends of the property owner or lessee(s) for which regular monetary consideration is not collected,
 - (d) Are not otherwise readily, feasibly, or technically able to be individually metered,
 - (e) Master metering is permitted by TCEQ regulations or order,
 - (f) owners of mobile home parks, trailer parks and recreational vehicle parks applying for water service must provide satisfactory evidence that all applicable sections of the Travis County Subdivision Regulations and the TCEQ's Rules and Regulations for Public Drinking Water Systems (30 Texas Administrative code 290.38 et seq.) have been complied with

and for those lying within Travis County, Hays County, Bastrop County, and Caldwell County, that Travis, Hays, Bastrop, and Caldwell Counties have approved the facility prior to making application for water service. Any facilities in business as of the effective date of this tariff revision (June 1, 2018) that are currently connected to Creedmoor-Maha Water Supply Corporation and which desire to continue to receiving water service must furnish the General Manager with evidence that all of these requirements have been met.

5. Notice of application approval and costs of service determined by the Corporation shall be presented to the Applicant and shall remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service. (30 TAC 291.81 (a) (1)).
6. If the water main has been located in the public right-of-way and is adjacent to the Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal recorded in public records file, the Applicant, prior to receiving the requested service, shall grant easement to the Corporation. **In addition to the normally required fees for service, the Applicant shall pay such sums as are necessary for the removal of the water main from the public right-of-way and for relocation onto the Applicant's property pursuant to such easement.**
7. If a transferee fails to provide all documentation or information required at the time of application, the Corporation will issue written notice that the applicant must provide the documentation and/or information within ten (10) days or service will be terminated. This provision applies to both standard and non-standard service requests.

3. ***Activation of Standard Service.***

- a. **New Tap** – The Corporation shall charge a non-refundable Service Connection Fee as required under Section G of this tariff. The Service Connection Fee shall be quoted in writing to the Applicant. All fees shall be paid or a deferred payment contract must be signed in advance of installation. (30 TAC 291.86 (a)(1)(A)).
- b. **Re-Service** – On property where service previously existed, the Corporation shall charge the Membership Fee, where the Membership Fee has been liquidated, and all costs necessary to restore service. In addition, the Corporation shall charge accumulated Reserved Service Fees that have been entered on the inactive account as monthly debts. This allows the Corporation to recover the costs of reserving capacity at the location for which re-service has been requested. If restoration of service is not requested, this fee will accumulate monthly until the total balance of Reserved Service Fees equals the

amount of the Service Connection Fee previously paid for service to the property. After this time, the Corporation may remove the service equipment and all future requests for service shall be treated as a new application.

- c. **Performance of Work** – The Corporation or its designated representative shall install all taps and equipment necessary to provide service within thirty (30) working days after approval and receipt of payment of all quoted fees and charges. This time may be extended for installation of facilities and equipment necessary to serve a request for non-standard service or due to weather or other emergencies. The Corporation may not install a water meter, unlock a water meter or otherwise establish or re-establish water service to any property without the owner of such property or other person who has management or control of the subject property being physically present at the time that water service is established in order to inspect or observe the property for possible water leaks or water usage that, if left unattended, could cause water or other damage to the property.

- d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. It is the applicant’s responsibility to have the property inspected by a qualified licensed inspector and to return the inspection certificate to the Corporation’s business office. At its sole discretion, the Corporation may elect to allow its employees to perform inspections as independent contractors of the service applicant but not as employees or agents of the Corporation. When potential sources of contamination are identified which, in the opinion of the inspector or Corporation, require the installation of a state-approved back flow prevention device, such as back flow prevention device, such back flow prevention device shall be installed on the Customer’s service line or other necessary plumbing facilities by an appropriately licensed plumber/back flow prevention device specialist at the Customer’s expense. The back-flow prevention device shall be maintained by the Customer at his expense and inspected annually by a licensed inspector. Copies of the annual inspection report must be provided to the Corporation. Failure to comply with this requirement may constitute grounds for termination of water service with notice.

- e. **Recreational Vehicle Water Usage** – Recreational vehicles visiting Creedmoor-Maha WSC water meter hosts may share the host’s purchased water for a period of two months, provided the RV is registered with the CMWSC Office. The host party is responsible for filing the RV temporary water use registration with the name and pertinent information of the RV owner as well as their own address and account information. This temporary, no additional cost, water use authorization will be valid for a period of two months. Prior to conclusion of the two month period, the host party is required to notify CMWSC of the RV owner’s intention to remain longer or to leave the property. Failure to notify CMWSC will result in a \$50 administrative fee for

each month of non-reporting. In the event the RV owner chooses to remain beyond two months, one two month extension may be authorized. The two month extension will require a payment of a \$200 for administrative processing and oversight. The host party is required to notify CMWSC prior to the conclusion of the two month extension period of the intentions of the RV owner to remain longer or to leave the property. Failure to comply with this notification will result in a monthly \$50 administrative fee until such notification is completed. In the event the RV owner chooses to remain beyond the total 4 month period, they will be required to complete an application for membership and obtain a dedicated water meter. The application will include the necessary forms and payment of fees for Membership, Customer Service Inspection, water meter purchase and installation.

4. ***Activation of Non-Standard Service.***

- a. **Activation of Non-Standard Service** shall be conducted as prescribed by terms of Section F of this tariff.
- b. **Re-Service** – The same terms, which apply under the Activation of Standard Service Sub-Section on Re-Servicing, shall be applied to the Non-Standard Re-Service requests. (Section E. 3. B.)

5. ***Changes in Service Classification.*** If at any time the Corporation determines that the customer service needs to be changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff, Sub-Section 15.a.

6. ***Membership.***

- a. **Eligibility** – Eligibility for Membership shall not guarantee service to the Applicant or Transferee; however, qualification for service is a prerequisite to Membership eligibility for new Applicants or continued Membership for Transferees.
- b. **Membership Agreement** – Upon qualification for service, qualification for Membership, and payment of required fees, the Corporation shall issue a refundable Membership Agreement to the Applicant. The Membership Agreement provides proof of Membership in the Corporation and shall entitle the Member to one (1) connection to the Corporation’s water utility service. The Membership Agreement also entitles the Member to one (1) vote in conducting the affairs of any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. An original or a copy of each Membership Agreement shall be held on file in the Corporation Office. Ownership of more than one (1) Membership Agreement shall not authorize the

Member to cast more than one (1) vote at any annual or special meeting, except as provided by the Corporation's by-laws on proxy voting. Each Membership Agreement thereby represented shall be assigned to the specified parcel of land originally designed to receive service at the time of application.

c. **Transfers of Membership.**

1. A Member is entitled to transfer Membership in the Corporation only under the following circumstances.
 - (a) The Membership is transferred by will to a person related to the Transferor within the second degree of consanguinity; or
 - (b) The Membership is transferred without compensation to a person related to the Transferor within the second degree of consanguinity; or
 - (c) The Membership is transferred without compensation or by sale to the Corporation; or
 - (d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.
2. In the event that Membership is transferred pursuant to this section, such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall not be binding on the Corporation until such transfer has been approved as provided herein.
3. Qualifications for service upon transfer of Membership set forth in this section shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:
 - (a) A Transfer Authorization Form has been completed by the Transferor and Transferee;
 - (b) The Transferee has completed the required Applicant Packet;
 - (c) All indebtedness due the Corporation has been paid;
 - (d) The Membership Agreement has been surrendered, properly endorsed, by the Transferor; and
 - (e) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.

- d. **Cancellation of Membership** – To keep a Membership in good standing, a Service Availability Charge or a Reserved Service Charge must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee or forfeiture of the Membership. A Member may be relieved of this obligation to pay by surrendering the Membership Agreement, properly endorsed, to the

Corporation. The Member shall also complete a Service Discontinuance Request Form prior to termination of service. (See Misc. Transaction Forms). However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership Agreement prior to termination of service. Right to future service at the tap shall be extended on an as-available basis and subject to the terms of the Activation of Service section of this tariff.

- e. **Liquidation Due to Delinquency** – When the amount of delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated and the Membership cancelled and transferred back to the Corporation. In the event the Member leaves a balance due on an account guaranteed under the terms of a Service Application and Agreement, and the delinquent Member owns more than one Membership Agreement, the Corporation may liquidate as many of the Member Guarantor’s Membership Fees as necessary to satisfy the balance due to the Corporation, provided proper notice has been given. The Corporation shall collect any remaining account balances by initiation of legal action. Re-instatement of service shall be subject to the terms of the Activation of Service section of this Tariff.
- f. **Cancellation Due to Policy Non-Compliance** – The Corporation may cancel a Membership anytime a Member fails to comply with policies or by-laws of the Corporation, including but not limited to Member’s failure to provide proof of ownership of the property from which the Membership arose.
- g. **Re-Assignment of Cancelled Membership** – The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the Membership rights thereby granted to any person who satisfactorily demonstrates eligibility for Membership, including but not limited to proof of ownership of the property from which the Membership arose.

7. **Owners and Renters.** Any Member renting or leasing real estate property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due Corporation for service provided to such property. If the Member has an existing alternate billing agreement for rental accounts, CMWSC may bill a tenant for service as a third party, but the owner remains fully responsible.

8. **Denial of Service.** The Corporation may deny service for the following reasons:

- a. Failure of the Applicant or Transferee to complete all the required forms and pay all required fees and charges;
- b. Failure of the Applicant or Transferee to comply with the Tariff, including all rules, regulations, policies, and bylaws of the Corporation;
- c. Existence of a hazardous condition at the Applicant’s property that would jeopardize the welfare of the Members/Users of the Corporation upon connection;

- d. Failure of the Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to property, for which service has been requested;
- e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant;
- f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, or property for which the tap has been requested; and/or
- g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.

9. ***Applicant's or Transferee's Recourse.*** In the event, the Corporation refuses to serve an Applicant under the provisions of these rules, the Corporation must notify the Applicant in writing, of the basis of its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.

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

- a. Delinquency in payment for service by a previous occupant of the premises to be served;
- b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
- c. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments, which interferes with the service of others, unless the Member has first been notified and been afforded reasonable opportunity to comply with said requirements;
- d. Failure to pay a bill of another Member as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service;
- e. Failure to pay the bill of another Member at the same address except where the Member identity is made to avoid or evade payment of a utility bill;
- f. Failure to comply with regulations and rules for anything other than the type of utility service specifically requested including failure to comply with septic tank regulations.

11. ***Deferred Payment Agreement.*** The Corporation will not offer a deferred payment plan to a Member who cannot pay an outstanding balance in full. Exceptions may be made by the General Manager or Board of Directors only for extraordinary circumstances beyond the Member's control, i.e., undetected break in Member's plumbing.

12. ***Indigent Care Policy.*** All water service shall be provided on a non-preferential, non-discriminatory basis to all qualified applicants upon timely payment of all applicable fees and charges. No special exceptions or classes of Member shall be recognized.

13. ***Charge Distribution and Payment Application.***

- a. **The Service Availability Charge/Reserved Service Charge** is for the billing period from the first day of the month to the last day of the month. The Corporation reserves the right to change its billing cycles if the workload or holiday/weekends require such practice. The Corporation shall strive to maintain a 30- to 31-day monthly billing cycle, excluding February, where feasible. Charges shall be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed on or about the first day of the month, preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.

- b. **System Usage (Gallage) Charge** shall be billed at the rate specified in Section G of this Tariff and billing shall be calculated in one thousand (1,000) gallon increments or portions thereof if the Corporation's billing computers are capable of proportional unit billing. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representatives.

- c. **Water Cost Pass-Through Surcharge.** In addition to the gallonage charge, the water cost pass-through surcharge (WCPS) will be set to recover purchased water fees associated with the Edwards Aquifer Authority, Aqua Water Supply Corporation and the City of Austin. At the discretion of the board, the WCPS can be adjusted to reflect increases or decreases in purchased water cost using the following formula:

$$WCPS = (WC/BU/1,000)$$

Where:

- WCPS = Pass-through charge per 1,000 gallons.
- WC = Previous 12 month's total cost of water (Sum of Edwards Aquifer Authority, Aqua WSC and City of Austin charges).
- BU = Previous 12 month's total system billed usage (gallons).

- d. **Debt Service Surcharge.** The monthly Debt Service Surcharge is allocated across the membership on the basis of average water usage, and ensures that the Corporation's rates and charges produce system revenues in an amount sufficient to satisfy debt service requirements related to the Corporation's Drinking Water State Revolving Fund loan from the Texas Water Development Board. The Debt Service Surcharge shall be billed at the rate specified in Section G of this Tariff.

- e. **Infrastructure Surcharge.** The Corporation must accumulate sufficient revenue to affect unforeseen maintenance and repair activity during the lifetime of the Corporation assets. A monthly Infrastructure Surcharge is set to enable the accumulation of such a fund, and shall be equal to 15% of each Member's monthly Debt Service Surcharge.

- f. **Posting of Payments** – All payments shall be posted against previous balances prior to posting payments against current billings.

14. ***Due Dates, Delinquent Bills, and Service Disconnection Date.*** The Corporation shall mail all bills on or about the first of the month. All bills shall be due and payable upon receipt and are past due and delinquent if not received by the Corporation on or before the due date indicated on the bill, after which time a penalty shall be applied as described in Section G. Payments made by mail will be considered late if postmarked after the past due date. Delinquent notices shall be mailed following if bill payment is not received by the due date. If ten (10) days have passed since the due date and payment has not been received by the Corporation, a final notice shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation's office is open for business after said weekend or holiday.

15. ***Rules for Disconnection of Service.*** The following rules and conditions apply to disconnection of service:

- a. **Disconnection With Notice** – Water utility service may be disconnected upon proper notice for any of the following reasons:
 - 1. **Returned Checks** – The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. The Corporation shall consider any such instruments returned due to insufficient funds or as non-negotiable for any reason for any two billing periods within a 12-month period as evidence of bad credit risk, after which the Member/Customer in violation shall be placed on a “cash-only” (certified check, money order, or cash only) basis for a period of 12 months.
 - 2. Failure to pay a delinquent account for utility service or failure to comply with terms of a deferred payment agreement (Miscellaneous Transaction Forms).
 - 3. Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non- standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation.
 - 4. Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and the

Member has failed to comply within the specified amount of time after notification.

5. Failure to provide access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify.
6. Misinterpretation by any Applicant or Transferee of any fact on any form, document, or any other agreement required to be executed by the Corporation.
7. Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.
8. Failure to pay a delinquent account billed by the Corporation for sewer utility service provided by the Corporation, City of Austin or other certificated retail public sewer utility pursuant to the Corporation's rules and regulation or pursuant to agreement with the sewer utility.

b. **Disconnection Without Notice** – Water utility service may be disconnected without notice for any of the following conditions:

1. A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of the Texas Sanitation and Health Protection Law 4477-1, or there is reason to believe a dangerous or hazardous condition exists and the Member refused to allow access for the purpose of confirming the existence of such conditions and/or removing the dangerous or hazardous condition.
2. Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
3. In instances of tampering with the Corporation's meter or equipment, bypassing the meter or equipment, or other diversion of service. **NOTE:** Where reasonable, given the nature of the reason for the disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
4. A threat to perform or actual performance of: (a) bodily injury to any Corporation employee, agent, or representative, or (b) damage to any Corporation property. The display of any firearm or other weapon in a confrontational, menacing, or threatening manner shall be deemed to be a threat to perform bodily injury regardless of the condition of said firearm or weapon.

- c. **Disconnection Prohibited**- Utility service may not be disconnected for any of the following reasons:
1. Failure of the Member to pay for merchandise or charges for non-utility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of non-utility services as a condition of service;
 2. Failure of the Member to pay for a different type or class of utility service unless a fee for each service is included in the same bill;
 3. Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
 4. Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
 5. Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters section of this Tariff;
 6. Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan unless the Corporation is unable to read the meter due to circumstances beyond its control;
 7. In response to a request for disconnection by an Owner/Member of rental property where the renter is billed directly by the Corporation as authorized by the owner, and the renter's account is not scheduled for disconnection under the Rules of Disconnection of Service in this Tariff.
- d. **Disconnection on Holidays and Weekends** – Unless a dangerous condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service. A “dangerous condition” is one that creates an immediate threat to human health or safety or immediate damage to property of the Corporation, neighboring landowners or others.
- e. **Disconnection Due to Utility Abandonment** – The Corporation may not abandon a Member or Certified Service Area without written notice to its Members and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality or successor agency.
- f. **Disconnection for Ill and Disabled** – The Corporation may not discontinue service to a delinquent residential Member permanently residing in an individually metered dwelling unit when that Member establishes that discontinuance of service will result in some person at that residence becoming ill or more seriously ill if service is discontinued. Each time a Member seeks to avoid termination of service under this Sub-Section, the Member must have the attending physician call or contact the Corporation within sixteen (16) days of

issuance of the bill. A written statement must be received by the Corporation from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by the Corporation and Member's physician. The Member shall enter into a Deferred Payment Agreement.

- g. **Disconnection of Master-Metered Accounts and/or Non-Standard Sewer Services** – When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply:

 - 1. The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of a possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
 - 2. At least five (5) days after providing notice to the Member and at least five (5) days prior to disconnection, the Corporation shall post notices, stating “Termination Notice” in public areas of the service complex notifying the residents of the scheduled date for disconnection of service if the Corporation can provide such notice without committing an act of civil or criminal trespass.
 - 3. The tenants may pay the Corporation for any delinquent bill in behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. **Disconnection of Temporary Service** – When an applicant with a Temporary Service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Tariff, service may be terminated with notice.

16. **Billing Cycle Changes.** The Corporation reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be on the new change date unless otherwise determined by the Corporation.

17. **Back-billing.** The Corporation may back-bill a Member for up to four (4) years (48 months) for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Member's bill. Failure to pay the most recent six- (6) months billing will result in disconnection of service. Back-billing shall not extend beyond current Membership except in cases involving the transfer of a Membership conditioned upon payment of delinquent obligations by the Transferee, as provided in Section E of this Tariff.

18. **Disputed Bills.** In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall forthwith make and conduct an investigation as shall be required by the particular case, and report the results in writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the

due date posted on said bill except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided in Section E of this Tariff.

19. **Inoperative Meters.** Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

20. **Bill Adjustment Due To Meter Error.** The Corporation shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of the American Water Works Association, a Meter Test Fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months but not extending beyond current Membership except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided in Section E of this Tariff. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request Form prior to the test. (See Misc. Transaction Forms.)

21. **Other General Service Regulations Applicable to All Members/Customers.**

- a. All payments for utility service shall be delivered or mailed to the utility's business office at 12100 Laws Road, Buda, Texas, or credit card payments may be made by phone or paid online via the Corporation's website. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on Customer/Member accounts in the field.
- b. Members/Customers shall not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing Customers/Members may install Customer-owned and -maintained cutoff valves on the customer side of the meter.
- c. All non-residential Customers requiring a greater than 1" meter or any Customer with irrigation or fire fighting systems, must install backflow prevention devices that have been approved by the Corporation or its consulting engineers on each of their customer service lines.
- d. Customer shall be liable for any damage or injury to utility-owned property or personnel shown to be caused by the Customer, his invitees, his agents, his employees, or others directly under his control.
- e. Any applicant or existing Member or Customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant or existing Member/Customer does not believe

that these costs are reasonable or necessary, the applicant or existing Customer/Member shall have the right to appeal such costs to the Corporation's Board of Directors at the next regular meeting at which such appeal can be included in the standard public notice.

- f. **Tap fees shall be increased by the cost of road bores where pavement cuts are not permitted or due to other unique costs not normally incurred. Road bores that could support up to four (04) connections and cost less than \$10,000, will be assessed at the rate of \$2,500 per connection upon installation.**
- g. **The Corporation will have the right of access to the Customer/Member's premises at all times reasonable for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the Customer/Member's plumbing for code, plumbing or tariff violations. The Customer/Member shall allow the Corporation and its personnel access to the Customer/Member's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the Customer/Member's property shall be during normal business hours. The Customer/Member may require any Corporation representative, employee, contractor, or agent seeking to make such entry to identify him/herself, affiliation with the Corporation, and the purpose of entry.**
- h. Except in cases where the Customer/Member has a contract with the utility for reserve or auxiliary service, no other water service will be used by the Customer/Member on the same installation in conjunction with the Corporation's service, either by means of crossover valve or any other connection. Customer/Member shall not connect, or allow any other person or party to connect, onto any water lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a water main abutting the premises.
- i. No connection shall be allowed which allows water to be returned to the public drinking water supply. No backflow prevention device shall be permitted to be installed in the Customer's plumbing without notice to and written permission from the utility. Any backflow prevention devices so installed shall be inspected annually by a licensed backflow prevention device inspector or appropriately licensed plumber and a written report of such inspection delivered to the Corporation upon installation and on an annual basis if required by state law, regulation, or applicable code.
- j. No application, agreement or contract for service may be assigned.

- k. All meters, water lines and other equipment furnished by the Corporation (excepting the Member's individual service lines from the point of connection to Member's structures on Member's premises) are and shall remain the sole property of the Corporation, and nothing contained herein or in a contract/application for service shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any Member. All tap and extension charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.
- l. All Customers must install between the inlet stop valve and the meter a Pressure Regulating Valve that has been approved by the Corporation or its consulting engineers.

22. **Meter Tampering and Diversion.** For purposes of these Sections, meter-tampering, by-passing, or diversion shall all be defined as tampering with the Corporation's service equipment, by-passing the same, or other instances of diversion, such as:

- a. removing a locking or shut-off device used by the Corporation to discontinue service,
- b. physically disorienting the meter or register;
- c. attaching objects to the meter to divert service or to by-pass,
- d. inserting objects into the meter,
- e. and other electrical and mechanical means of tampering with, by-passing, or diverting service.

The burden of proof of meter-tampering, by-passing, or diversion is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation's staff when any action regarding meter-tampering as provided for in these Sections is initiated. A court finding of meter-tampering may be used instead of photographic or other evidence, if applicable. UNAUTHORIZED USERS OF SERVICES OF THE CORPORATION SHALL BE PROSECUTED TO THE EXTENT ALLOWED BY LAW UNDER THE TEXAS PENAL CODE SECTION 28.03.

23. **Meter Relocation.** Relocation of services 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 Member pays the actual cost of relocation plus administrative fees, and

- d. Service capacity is available at proposed location.

24. **Prohibition of Multiple Connections to a Single Tap.** No more than one (1) residential, commercial or industrial service connection is allowed per meter. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a “Master Metered Account,” which accounts may have more than one single meter each serving the maximum number of apartments, mobile homes, or RVs determined by an engineering analysis performed by the Corporation’s consulting engineer. Any unauthorized submetering or diversion of service shall be considered a Multiple Connection and is 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.

25. **Member’s Responsibility.**

- a. The Member shall provide access to the meter as per service agreement. If access to the meter is hindered or denied 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 access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice. (Section E. 3. d.)
- b. The Member shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.
 - 1) All connections shall be designed to ensure against back-flow or siphonage into the 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. (30 TAC 290.46)
 - 2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the Corporation’s facilities. Customer service pipelines shall be installed by the applicant and shall be a minimum of SDR-26 PVC pipe. (30 TAC 290.46)

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 Agreement shall keep all payments current on 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 meter or other service equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained 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 have 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 valve shall meet AWWA standards (a ball valve is preferred). 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. (The Corporation may install this additional cut-off valve as a part of the original meter installation.)

26. **Member's Responsibility for Meter Access.** The Member shall insure that the Corporation has access to the meter at all times. No objects shall be placed on or above a meter that restricts access. No fence shall be constructed or maintained in front of a water meter. If a fence exists, the Member must either install a small service gate with unrestricted usage by the Corporation, install a permanent ladder (inverted V type of metal construction heavy enough to support a 300 lb. person) or fence out the meter three feet on each side with a road opening.

27. **Main Extension Policy.**

- a. **The applicant shall be responsible for the cost of any extension(s), including looping, from existing Corporation mains determined by the Corporation's engineer to be necessary to bring adequate water utility service to meet the anticipated service demands of a new Customer/Member or of a new meter for an existing Member. Creedmoor-Maha Water Supply Corporation shall be responsible for any over-sizing of the main necessary to meet the service needs of other Members or system reliability.**
- b. The Corporation will set meters within five (5) feet of the Corporation's main at a point as near as possible to the Member's property line consistent with ease of access to and safety and maintenance of the meter. The Member is responsible for constructing his/her service line from the point of water consumption to the meter. The Member shall own and maintain its own service line. Any leak or defect in the Member's service line must be repaired immediately in order to avoid possible contamination or hazard to the public water supply, which will result in the termination of service until remedied.
- c. Distribution and transmission main sizes shall be determined solely by the Corporation's engineer based upon the reasonably anticipated needs of the Corporation in the area to be served. Minimum main size shall be eight (8) inch diameter SDR 21 PVC for extensions within the Corporation's service area. If

larger minimum main sizes are required by TCEQ regulations or applicable municipal building codes, the larger minimum main sizes shall control.

- d. Dead End Mains. All new water mains shall be required to be constructed in a loop as to avoid dead end mains. The Corporation's engineer shall determine final configuration. This requirement may be waived by the Corporation's General Manager as part of an overall plan of phased transmission and/or distribution main upgrades, but the Corporation may require the installation of temporary flush valves.

28. Water Service Connections.

- a. Applications for water service connections shall be filed with CMWSC on approved forms. Applicants shall meet all CMWSC requirements for service, including the grant of any necessary water and wastewater easements (as determined by CMWSC) and the installation of a cut-off valve at the expense of the service applicant.
- b. No person, other than CMWSC employees or designated representatives, shall be permitted to tap or make any connection with the mains or service lines of CMWSC's water system, or make any repairs or additions to or alterations in any tap, pipe, cock or other fixture connected to a water service line.
- c. A customer must allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections will be conducted by CMWSC prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during CMWSC's normal business hours. The customer must, at the customer's expense, properly install a backflow prevention device as required by CMWSC.
- d. All costs to extend or oversize CMWSC water mains or service lines to serve any residential or commercial user or any undeveloped area within CMWSC's service area shall be the sole responsibility of the property owner and/or developer requesting service.

29. Standards for Water Service Lines

The following standards govern the installation of customer service lines for water service to residences or commercial buildings within CMWSC service area:

- a. All new residential or commercial connections to CMWSC's water system shall be made in accordance with previous subsection 29 and the Rules and Regulations for Public Water Systems issued by the TCEQ as set forth in Subchapter D, Chapter 290, Title 30 of the Texas Administrative Code. In the event of a conflict between the provisions of subsection 29 and the TCEQ's Rules and Regulations for Public Water Systems, the more stringent shall apply.

- b. Water service lines shall be of Type “K” copper or polyvinyl chloride PVC DR 19 as approved by CMWSC. Fittings used with Type “K” copper service lines shall be of the flared or compression type. Fittings used with PVC service lines shall be in accordance with the pipe manufacturer’s specifications.
- c. Separation distances between water and wastewater service lines shall be in accordance with 30 TAC §290.44(e).
- d. Installation of water and wastewater service lines in a “shared” trench is prohibited.
- e. A minimum of four feet (4’) of Type “K” soft copper pipe shall be installed at the end of the water service line at the connection to the water meter.
- f. Water service lines shall be bedded with a minimum of 6” of well graded crushed stone or pea gravel below the pipe. The trench bottom and walls shall be cleared of all protruding rocks which could damage the pipe before the crushed stone bedding is placed.
- g. A CMWSC-owned water meter and a CMWSC-approved meter box shall be installed by CMWSC or its designated representative.
- h. Potable water supply piping, water discharge outlets, backflow prevention devices, or similar equipment shall not be located so as to make possible the submergence of such equipment in any contaminated or polluted substance.
- i. Lawn sprinkling systems shall be equipped with an approved vacuum breaker or backflow prevention device installed in the discharge side of each of the last valves. The vacuum breaker shall be installed at least six inches (6”) above the surrounding ground and above a sufficient number of heads so at no time will the vacuum breaker be subjected to back pressure or drainage.
- j. CMWSC’s water system shall be protected from swimming pool makeup water by means of an approved backflow prevention device or an adequate air gap.
- k. Upon the installation of a service line, a request for inspection shall be made to CMWSC’s office, and the line shall not be back-filled or placed into service until CMWSC has inspected and approved of the installation. CMWSC shall perform the inspection within forty-eight (48) hours of receiving the request.
- l. Back filling of service line trenches must be accomplished within twenty-four (24) hours of inspection and approval, and no debris will be permitted in any service line trench.

30. Wastewater Service Connections

- a. Applications for wastewater service connections shall be filed with CMWSC on approved forms. All applicants for wastewater service shall grant an easement

to CMWSC which shall own and maintain the “on property” wastewater facilities as shown in Appendix “A” and associated discharge piping from the Septic Tank Effluent Pump (STEP) station to the wastewater low pressure force main or service line. The property owner or Developer shall be required to construct the customer service line from the foundation of the residence or commercial building to the STEP station “on property” wastewater facilities.

- b. The Property Owner or Developer shall construct all wastewater service facilities from the “on property” STEP station of a residence or commercial building to CMWSC’s wastewater service line, which installation shall include the all necessary equipment necessary to properly collect, treat, and discharge the wastewater stream received from the property.
- c. The applicant shall grant an easement to CMWSC and such access to the property designated to receive service as may be reasonably necessary for CMWSC to maintain the “on property” STEP station and low pressure wastewater connection to the force main to serve the residential or commercial building thereon. CMWSC shall designate the locations of the “on property” wastewater facilities on the property.
- d. CMWSC may remove all grass, bushes, shrubs, soil and other fixtures necessary to maintain the “on property” wastewater facilities. CMWSC shall have no obligation to repair, replace or replant any grass, bushes, shrubs, soil or fixtures removed or damaged during maintenance of the “on property” wastewater facilities.
- e. CMWSC shall inspect all physical connections of a residence or commercial building to CMWSC’s wastewater system prior to release for service. Pursuant to these Rules and Regulations, a property owner or developer requesting service shall be responsible for payment of the following fees and charges relative to the connection of wastewater lines:
 1. all costs for the acquisition and/or installation of the “on property” wastewater facilities located at each property to CMWSC’s main wastewater line, located within an easement granted by the property owner to CMWSC, including but not limited to wastewater pumps, tanks, fittings, valves, piping and electrical service;
 2. the monthly electrical service costs to provide electrical service to the “on property” wastewater facilities, said electrical costs are included in the monthly Operations and Maintenance Base Rate per Section G; and
 3. a tap inspection fee per Section G for connection of the “on property” wastewater facilities to CMWSC’s main wastewater line, which inspection shall be made solely by CMWSC or CMWSC’s designated representative.

- f. “On property” wastewater facilities shall be placed within fifty feet (50’) of the foundation of the residence or commercial building to be served. CMWSC shall make a reasonable attempt to consult with each property owner about locations for the “on property” wastewater facilities; however, the final location of the “on property” wastewater facilities shall be made solely by CMWSC in consultation with the property owner or Developer, based on the practical limitations of construction.
- g. All costs to extend or oversize CMWSC wastewater mains or service lines to serve any residential or commercial user or any undeveloped area within CMWSC shall be the sole responsibility of the property owner and/or developer requesting service. From and after the date that CMWSC obtains a sewer certificate of convenience and necessity, all new customers of CMWSC shall connect to wastewater facilities that are available within three hundred feet (300’) of the property of any new customer. In addition, such new customer is prohibited from the installation of private on-site wastewater holding or treatment facilities.
- h. From and after the date that CMWSC obtains a sewer certificate of convenience and necessity, all new developments within CMWSC’s service area shall be required to connect to CMWSC’s wastewater collection system, when feasible and appropriate. Providing water service to any new subdivision or development by CMWSC without requiring wastewater collection facilities to be constructed therein shall be considered an exception, requiring compelling evidence that the public health and environment will be protected for the long term.
- i. A property owner that has already installed an on-site wastewater holding or treatment facility on land within CMWSC’s service area is required to connect to CMWSC’s wastewater collection system when CMWSC’s wastewater collection system is contiguous or adjacent to the property owner’s property line. Costs for any and all modifications or changes to the existing on-site wastewater holding or treatment system to accommodate CMWSC’s wastewater treatment facility shall be the responsibility of the property owner or Developer.

31. Standards for Wastewater Service Lines

All new residential or commercial connections to CMWSC’s wastewater system shall be made in accordance with previous subsection 31 and the Rules and Regulations for Public Water Systems issued by the TCEQ as set forth in Subchapter D, Chapter 217, Title 30 of the Texas Administrative Code. In the event of a conflict between the provisions of subsection 31 and the TCEQ’s Rules and Regulations for Public Water Systems, the more stringent shall apply.

32. Penalties and Enforcement

- a. Penalties. Any person violating any provision of this Section E, as amended, may be subject to a fine of \$500.00 or more for each violation. Each day that a violation of this Section E is permitted to exist shall constitute a separate

violation. A penalty under this section is in addition to any other penalty or remedy provided by the laws of the State of Texas or these rules and Regulations [Texas Water Code § 49.004(a)].

- b. **Liability for Costs.** Any person violating any provision of this Section E shall become liable to CMWSC for any expense, loss or damage occasioned by CMWSC by reason of such violation and CMWSC's enforcement thereof. If CMWSC prevails in any suit to enforce these rules and regulations, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by CMWSC before the court.
- c. **No Waiver.** The failure on the part of CMWSC to enforce any section, clause, sentence, or provision of these rules and Regulations shall not constitute a waiver of the right of CMWSC later to enforce any section, clause, sentence, or provision of these rules and Regulations.

33. **Interference with SCADA System.** Service applicants apply for and accept water service from the Corporation on the condition that they will not hinder the Corporation's efforts to provide continuous and adequate water utility service to the Member/Customer and all other Members/Customers of the Corporation. Member shall not construct or allow to be constructed on his/her property any structure that will interfere with the normal operation of the Corporation's SCADA controls used in the operation and control of the public drinking water system, for example without limitation, erect a building or dirt mound which blocks line-of-sight radio control waves. If such interference occurs on Member/Customer's property, Member/Customer will be required as a condition of continued water service to said property to construct such remedial antennae or other corrective measures as the Corporation's General Manager may direct. The antennae may or may not be located on the Member/Customer's property as the Corporation's technical consultant advises. Member/Customer shall bear all costs incurred by the Corporation in investigating and remedying the situation. The Member/Customer may appeal the General Manager's decision of corrective measures to the Board of Directors by filing a written notice of appeal, received at the Corporation's business office before the end of the fifth (5th) business day after the General Manager has issued his decision.

TARIFF

OF

Creedmoor-Maha Water Supply Corporation

SECTION F: DEVELOPER, SUBDIVISION, AND NON-STANDARD SERVICE REQUIREMENTS

SECTION F: DEVELOPER, SUBDIVISION, AND 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. The Corporation is not required to extend retail utility service to an applicant in a subdivision where the responsible party (Applicant/Developer) of the applicable property (subdivision) has failed to comply with the terms of this policy. Section 13.2502 of the Texas Water Code requires that notice be given herein or by publication (See Miscellaneous Transaction Forms) or by alternative means to the Developers/Applicants. The Corporation has adopted a policy of publishing this statutory notice annually as well as providing individual notice to potential land developers when they inquire about water utility service.
- 2. Purpose:** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required. 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 for planned facility expansions when 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. The rules may also be altered or suspended for cause when adherence would work an unreasonable hardship on the applicant, would unnecessarily delay the extension of service to an otherwise qualified service applicant or when the service request at issue only requires the extension of existing water lines to the property line of a single residential or other low demand Customer and the General Manager already knows that the Corporation has the available service capacities to meet that individual Applicant's demands. Only the Corporation's Board of Directors may alter or suspend these rules on the basis of unreasonable hardship on the applicant, would unnecessarily delay the extension of service to an otherwise qualified service applicant. The General Manager is authorized to alter or suspend the rules as applied to a single residential or low demand service Applicant.
- 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 (or one capable of being approved by the Corporation's Board of Directors at their option if the plat has not otherwise been pre-approved by the appropriate municipal or county government) showing the requested service area must accompany the application. All easements for public utility facilities of the Corporation must be clearly designated as exclusive easements of the Corporation. There may not be any overlap with roadway dedications, other public utility

easements, or other property dedications. All regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right of way, streets, and other service facilities must approve the plat. Plans, specifications and special requirements of such regulatory authorities shall be submitted along with the plat. The requirement to submit an approved plat map may be waived by the General Manager, after consultation with the Corporation's consulting engineer, if the General Manager finds that the alternative maps or plats submitted will be adequate to conduct the engineering feasibility study. A certified copy of the approved plat must be files with the General Manager within three business days of its approval by all required governmental bodies.

- c. Applicants for single taps involving a line extension or up-sizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements. The final placement of any easements for the benefit of the Corporation shall be subject to the sole discretion of the Corporation's Board of Directors in consultation with their consulting engineer and attorney. While the developer/landowner's desires and needs shall be given due consideration, the long-term needs and service convenience of the Corporation shall control.
- d. At the time the Applicant submits 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. This fee is to cover the costs of the engineering feasibility study, or the Corporations first formal examination of its available service capacities and service alternatives needed to fulfill a non-standard service application. The balance of actual expenses shall be refundable to the Applicant and the Applicant shall pay any additional expenses incurred as a result of efforts by the Corporation to study service requirements of the Applicant.
- e. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property outside the area dedicated in the Corporation's Certificate of Convenience and Necessity, service may be extended, at the Corporation's sole discretion and without obligation, provided that:
 - 1. The Service Location is contiguous to or within one-fourth (1/4) mile of the Corporation's Certificated Service Area;
 - 2. The service location is not in an area receiving similar service from another utility; and
 - 3. The service location is not within another utility's Certificate of Convenience and Necessity.

- f. The conditions precedent shall apply, in the order presented, after the Corporation's consulting engineer has finished the engineering feasibility study and has submitted his preliminary service plant to the Board of Directors for review and approval.
1. The Board of Directors shall review and consider the Non-Standard Service Investigation Report (engineering feasibility study), after notice to the Applicant, at a noticed meeting of the Board. If the Board determines that the Corporation can meet the non-standard service request, the Board shall approve the plan (of the possible alternatives) submitted by the consulting engineer that the Board deems most appropriate. This decision shall be made after due consideration of the Corporation's obligation to serve under its certificate of convenience and necessity and the impact of the service alternatives will have on the Applicant and the Corporation's existing Customers/Members. Due to the variable market for needed materials and supplies, estimates or calculations for the cost of construction of utility plant and/or upgrades that will be necessary to meet the service demands of the service application shall be good only for the date of presentation by the Corporation's engineer. Following the date of presentation, the cost of materials and supplies for construction are subject to adjustment to reflect current market prices.
 2. Corporation's approval of the Application after its review and approval of the Non-Standard Service Investigation Report from the Corporation's engineer shall remain in effect for a period of thirty (30) days. If the Applicant has not proceeded with each required condition precedent listed herein within the prescribed time period, the Corporation's approval shall become void and the Applicant shall have to begin the application process anew.
 3. Within the first ten (10) days of Corporation's approval of the Non-Standard Service Investigation Report and the Selection of the acceptable service plan, the Applicant must pay all applicable membership fees at the Corporation's office by cashier's check. The payment of impact fees, inspection fees or other extension charges shall not be required at this time unless otherwise directed by the Board at the time of approval. Payment of the membership fees shall conditionally reserve an adequate supply of water to meet the domestic potable water requirements of the Applicant's proposed service location. This capacity reservation is contingent upon satisfactory completion of all other obligations imposed upon the Applicant by this tariff. If the Applicant defaults on any condition precedent listed herein, the water capacity reservation shall be forfeited and may only be reacquired by beginning the application process anew. No capacity reservation for fire flows or other non-potable domestic water utility service need shall be made merely by

paying membership fees. Water service capacity for non-utility needs shall only be final when a separate contract is executed and all costs associated therewith are paid.

4. Once the application is made and the investigation fee paid, all tariff fees and extension charges are grandfathered as to that application with the exception of material and supply costs discussed below. If the Applicant makes any material change to his service request after the Board of Directors' approval, the application is voided and all approvals and grandfathering of fees and charges are automatically withdrawn. If the Applicant fails to fully comply with any obligation imposed upon him by this subsection, the application is voided and all prior approvals and grandfathering of fees and charges are automatically withdrawn. The deadlines established in this subsection may be extended by the Corporation's Board of Directors on a case-by-case basis for good cause only at the next regular Board of Directors meeting following the expiration of the approval. Thereafter, the Applicant shall be required to make a complete new Non-Standard Service Application and begin the full application process over.
5. Within the first ten (10) days of Corporation's approval of the Non-Standard Service Investigation Report and the selection of the acceptable service plan, the Applicant shall pay the estimated engineering, surveying and legal fees for this application at the Corporation's office by cashier's check. Upon receipt of these fees, the Corporation's consulting engineer shall begin preparation of the complete design and construction plans. The Corporation's attorney shall begin preparation of the final non-standard service contract.
6. After the design and construction plans are prepared, they shall be submitted to the Corporation's Board with a copy to the Applicant. The Applicant shall be given the option of selecting the Board meeting he/she wishes to have the Board consider and approve the design and construction plans before the solicitation of construction bids. The Applicant's option period shall be sixty (60) days or until the second regular monthly Board meeting following the engineer's release of the design and construction plans, whichever is later. Once the Board has approved the design and construction plans, the Applicant must prosecute its service request on the time line of this subsection or the application shall become void. Then the Applicant must start the application process anew.
7. After the Board has approved the design and construction plans, it shall authorize the General Manager, in association with the engineer and attorney, to solicit construction bids. The Applicant may nominate any qualified contractor(s) to receive copies of the bid solicitation materials and notices. Unless the Corporation has had a

history of poor performance or inferior construction from the Applicant's nominated contractor(s), said contractor(s) shall have any equal opportunity to receive the final construction contractor as any other bidder. Solicitation of bids shall not be required for small construction projects or lined line extensions if the Corporation can easily fulfill the construction requirements with the contractor(s) used in the routine operation of the water system. The Applicant is always entitled to have his/her project submitted to bids if they are not satisfied with relying on the Corporation's customary contractor(s); however, this is no guarantee that the Corporation's customary contractor(s) will not be the winning bidder(s).

8. Due to the variable market for needed materials and supplies, quotations for the cost of construction of utility plant and/or upgrades that will be necessary to meet the service demands of the service application shall be required to be firm and binding for the first thirty (30) days following submittal of a construction bid. Thereafter, the construction bid may include an adjustment provision to reflect current market prices. Any such post-submittal adjustment must be supported by written documentation justifying the change and shall be subject to approval by the Corporation's General Manager and consulting engineer. If an adjustment mechanism is included in the bid, it must be included in the final construction contract and subject to the same approvals by the Corporation's General Manager and consulting engineer.
9. After construction bids are received, they shall be opened at the place designated in the solicitation documents. The bids shall be evaluated by the Corporation's General Manager and consulting engineer and presented to the Board for final approval. After review and discussion in a noticed public meeting, the Board shall select the winning bid and empower the General Manager, engineer and attorney to proceed with the necessary contracts and construction.
10. Within the first thirty (30) days of the Corporation's selection of the winning construction bid, the Applicant must do the following:
 - a. The Applicant must execute the final Non-Standard Service Contract. The final Non-Standard Service Contract may be reviewed and approved by the Corporation's Board of Directors after the 30-day approval period without adverse impact to the Applicant.
 - b. The Applicant must pay all impact, inspection, taps and other tariff fees associated with every potential service connection for which application has been made. These fees are to be paid at the Corporation's office by cashier's check or wire transfer.

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 certain codes and specifications of neighboring municipalities for all Non-Standard Service Applications that lie within the enforced extra territorial jurisdiction of a municipality.
- b. The Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided 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 demands, provided however, that the Corporation pays the expense of such upgrading above the Applicant's facility requirements.

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. 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. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
- c. Connection Fees required by the Corporation in addition to the other costs required under this Section. In the event the Corporation's Engineer, with concurrence of the Board of Directors, determines that the Applicant's development can best be served by the construction of a separate stand-alone water system, the Board may waive all or part of applicable System Connection Fees (capital recovery fees). This may occur when the Applicant pays for all of the production, storage treatment, pressure and

distribution plant deemed necessary by the Corporation for all of the long-term service demands of the property, including without limitation, purchased wholesale water capacity or related fees, legal and other consultant fees and/or underground water production permit fees, and no other service capacity of the Corporation is required to serve that development.

- d. Monthly Reserved Service Charges as applicable to the service request. In the event the Corporation's Engineer, with concurrence of the Board of Directors, determines that the Applicant's development can best be served by the construction of a separate stand-alone water system, the Board may waive all or part of applicable Monthly Reserved Service Charges. This may occur when the Applicant pays for all of the production, storage treatment, pressure and distribution plant deemed necessary by the Corporation for all of the long term service demands of the property, including without limitation, purchased wholesale water capacity or related fees, legal and other consultant fees and/or underground water production permit fees, and no other service capacity of the Corporation shall be needed to serve that development. The Applicant may still be charged the Corporation's cost of maintaining yet unutilized plant capacity until such time that capacity is dedicated to active service meters. The amount and method of calculation of such charges shall be negotiated and set forth in the non-standard service contract for that development.
- e. 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. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees. This shall include the waiver or repayment of Equity Buy-In Fees up to but not to exceed the amount the Applicant directly pays for the production, storage treatment, pressure and distribution plant deemed necessary by the Corporation for all of the long term service demands of the property and/or other portions of the Corporation's certificated service area.
- g. 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. Execution of the Service Agreement;
 6. Pay all tariff fees not heretofore paid, i.e.; impact, right-of-way fees, inspection, and tap fees;
 7. Creation and funding of the escrow construction account;
 8. Dispensing advanced funds for construction of facilities required for the Applicant's service;
 9. Inspecting construction of facilities; and
 10. Testing facilities and closing the project.
- h. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuit in connection with the project contemplated.
 - i. Terms by which the Applicant shall deed all constructed facilities to the Corporation and by which the Corporation shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.
 - j. Terms by which the Applicant shall grant title or 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. 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: The Corporation shall require private right-of-way easements on private property for the construction of water facilities according to 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 on 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. 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 engineer) and title to property required for other on-site facilities. There may not be any overlap with roadway dedications, other public utility easements, or other property dedications. The Applicant must covenant that they will not subsequently grant any

future property interests that conflict with the Corporation's easements or titles.

- c. If the Applicant is subsequently found to have granted any real property interest that conflicts with the Corporation's exclusive easement and/or the utility facilities located therein, the Applicant, his heirs, successors and assigns shall bear all costs of relocating the Corporation's facilities in a relocated easement, if necessary. This obligation is deemed to be the agreed remedy for the breach of the covenant that ran with the exclusive easement granted to the Corporation as a precondition to the initial granting of utility service to the property in question.
- d. The Applicant shall grant the Corporation a separate ingress-egress easement into and across the property as a whole (the subdivision) to allow Corporation personnel to service any and all water utility plant that may be constructed, operated and maintained on the property. This latter easement shall terminate only when the last item of Corporation utility plant is permanently removed from public service.
- e. Easements and facilities sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant. All costs of any kind incurred by the Corporation to bring utility service to the Applicant in sufficient quantities to comply with TCEQ rules while meeting anticipated local demand consistent with the type of development proposed by the Applicant shall be borne by the Applicant. It is the Applicant that is in the business of taking and being rewarded for the risk of real estate development, not the Corporation and its resident-customers. The Corporation shall only pay for the over-sizing plant meant to serve Customers or future Customers outside of the Applicant's property.

8. Bids for Construction: The Corporation's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge, to prospective bidders. The Corporation reserves the right to reject any bid or contractor that does not comply with the requirements and terms of the advertisement for bids and/or does not comply with the following requirements:

- a. The Applicant shall sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
- b. The Contractor shall provide an adequate bid bond under terms acceptable to the Corporation;
- c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the Corporation;

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

10. Construction:

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

11. Service Within Subdivisions: The Corporation's objective to provide service to any Customer located within a subdivision governed by this section is strictly limited to the non-standard service specified by the Applicant. The purchaser of any lots who do not receive service because this service has not been specified or paid for by the Applicant shall have no recourse to the Corporation but may have recourse to the Applicant/Developer.

12. Interface with SCADA System: Service applicants apply for and accept water service from the Corporation on the condition that they will not hinder the Corporation's efforts to provide continuous and adequate water utility service to the Customer and all other Member/Customers of the Corporation. Developers shall record permanent deed restrictions or other restrictive covenants that run with parcel or tract of land for which they are requesting water service from the Corporation that prohibit the construction or erection on the property of any structure that will interfere with the normal operation of the Corporation's SCADA controls used in the operation and control of the public drinking water system, for example without limitation, erect a building or dirt mound which blocks line-of-sight radio control waves. Said deed restrictions or covenants shall provide that if

such interference occurs on Customer's property, Customer will be required as a condition of continued water service to said property to construct such remedial antennae or other corrective measures as the Corporation's General Manager may direct. The antennae may or may not be located on the Customer's property as the Corporation's technical consultant(s) advice. Customer shall bear all cost incurred by the Corporation in investigating and remedying the situation. The Customer may appeal the General Manager's decision of corrective measures to the Board of Directors by filing a written notice of appeal, received at the Corporation's business office before the end of the fifth (5th) business day after the General Manager has issued his decision. If the Developer is the party that constructs or erects the structure, which interferes with the Corporation's SCADA system, these same remediation obligations apply; however, the Corporation's recourse towards the offending Developer shall apply to the entire property covered by the Developer's original application for non-standard service, and all subsequent phase amendments thereto. In other words, at the discretion of the Corporation's Board of Directors, continued water service may be denied to any or all of the Developer's property until the interference is remedied.

TARIFF

OF

Creedmoor-Maha Water Supply Corporation

SECTION G: RATES AND SERVICE FEES

Effective March 18, 2020

SECTION G: RATES AND SERVICE FEES

Unless specifically defined in this Tariff, all fees, rates, and charges as 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 at the cost of \$300.00 per Standard Service request, and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application
- b. All Non-Standard Service requests shall be subject to a fee, appropriate 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;
 1. provide cost estimates of the project;
 2. to present detailed plans and specifications as per final plat;
 3. to advertise and accept bids for the project;
 4. to present a Non-Standard Service Contrast to the Applicant; and
 5. 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 refundable Membership Fee must be paid before service shall be provided or reserved for the Applicant by the Corporation. The Membership Fee for water service is \$100.00 for each service unit.

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 on behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to secure such right-of-way and/or facilities sites on behalf of the Applicant.

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

- a. **Standard Service** shall include all labor, materials, engineering, legal, Customer service inspection (if Corporation chooses to inspect), and administrative costs necessary to provide individual metered water service and shall be charged on a per tap basis as computed immediately prior to such time as metered service is requested and installed. The approved tap fees are set forth in Section 5 below. The service applicant may also be charged the actual cost of road bores and other unique costs incurred in the installation of the individual tap.
- b. **Non-Standard Service** shall include any and all construction labor and materials, inspection, 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. **Customer Connection Fee, Meter Inspection Fee, Engineering Fee, and Meter Installation Fee:**

In addition to the Membership Fee, each Applicant shall be required to pay an amount projected to defray the cost of upgrading system facilities to meet growth demands created by adding Customers requesting standard service or to compensate the Corporation for existing capacity being dedicated or reserved for the benefit of that Applicant. This fee shall be assessed immediately prior to providing or reserving service on a per service unit basis for each tap/lot and shall be assigned and restricted to the tap/lot for which the service was originally requested. If the Corporation must construct or obtain production, storage, treatment pressure or transmission capacity to meet the anticipated service demands of the applicant and the cost of such construction exceeds the Customer Connection Fee for the meter determined to be necessary for that Applicant, the Applicant shall pay the greater of the two costs. Developers or other Applicants requesting service to more than one lot/tract that will be individually metered shall pay a Customer Connection Fee equal to the sum of the total number of lots to be served by the Customer Connection Fee for each size meter needed to serve the Applicant.

In the event the Corporation's Engineer, with concurrence of the Board of Directors, determines that the Applicant's development can best be served by the construction of a separate stand-alone water system, the Board may waive all or part of the Customer Connection Fees. This shall occur only when the Applicant pays for all of the production, storage treatment, pressure, and distribution plant deemed necessary by the Corporation for all of the long-term service demands of the property, including without limitation, purchased wholesale water capacity or related fees, legal and other consultant fees and/or underground water production permit fees, and no other service capacity of the Corporation shall be needed to serve that development.

There shall be a \$75.00 customer service inspection fee paid on each new meter regardless of size. A Membership is required for each meter for which fee of \$100.00 shall be levied. Meter Installation (tap) Fees shall be charged as set forth below.

Effective May 1, 2020 ~~2018~~, the Corporation's' Customer Connection Fee for a 5/8" x 3/4" meter is \$4600. Other standard capital Improvement recovery fees set forth in this tariff shall be:

Meter Size	Improvement Fee	Membership Fee	Inspection Fee*	Easement Acquisition/Recording Fee	Meter Installation Fee	TOTAL
5/8"	4600	100	75	100	1179	6064.00
3/4"	5500	100	75	100	1199	6974.00 5974.00
1"	8500	100	75	100	1279	10054.
1 1/2"	Custom Pricing**	100	75	100	Custom Pricing	
2"	Custom Pricing	100	75	100	Custom Pricing	
3"	Custom Pricing	100	75	100	Custom Pricing	
3"	Custom Pricing	100	75	100	Custom Pricing	
3"	Custom Pricing	100	75	100	Custom Pricing	
4"	Custom Pricing	100	75	100	Custom Pricing	
4" CMPD	Custom Pricing	100	75	100	Custom Pricing	
4" TURB	Custom Pricing	100	75	100	Custom Pricing	
6" CMPD	Custom Pricing	100	75	100	Custom Pricing	
6" TURB	Custom Pricing	100	75	100	Custom Pricing	
8" TURB	Custom Pricing	100	75	100	Custom Pricing	

* The Inspection Fee is necessary to fund the required on-site inspection of all connected water distribution components on the Meter owner's property. The inspection will confirm installation / usage of approved connections, faucets, toilets, etc. Your water will not be turned on until the property passes the Customer Service Inspection.

** The appropriate System Connection and Installation Fees will be determined during the Engineering Study that calculates the associated system impact and unique costs resulting from variable installation requirements. For Applicants requesting capacity for less than 25 Living Unit Equivalent (LUEs), the System Connection Fee shall be \$4,600.00 per LUE. For Applicants requesting capacity for 25 or more LUEs, the System Connection Fee shall be \$6,185.00 per LUE.

Standard residential service to a single lot through a 5/8" x 3/4" meter shall be charged the \$4600.00 Capital Improvement Recovery Fee. The service applicant shall have the option of paying this fee in equal installments, not to exceed five (5) installments in addition to all other normal charges billed monthly. Failure to timely pay any installment shall render the deferred payment plan void and the entire unpaid balance shall become due and payable as a condition of maintaining water utility service. If service is terminated for non-payment, this delinquency must be paid in full as well as all other indebtedness to the Corporation before service will be restored.

Applicants for non-standard service of any kind and developers requesting service to two or more service connections shall not be entitled to any deferred payment of the Customer Connection Fee without special action of the Board of Directors and only for extremely unique circumstances that would otherwise deny water utility service in a critical situation.

6. **System Connection Fee for All New Customers:**

New Standard 5/8” Meter

Engineering Study	\$320
Membership	\$100
Install Min	\$1179
Cust Srv Insp (CSI)	\$75
Easement Acq.	\$100
Capital Recovery	\$4600
Total	\$6374

New Owner w/ Locked Meter

Membership*	\$100
Transfer	\$15
Service/Unlock	\$75
Easement	\$100
Capital Recovery**	\$500
Total	\$790

* For new property.

** If no service greater than 6 months.

Resetting a New Meter

Membership*	\$100
Cost of Meter	\$179
Cust Srv Insp (CSI)	\$75
Transfer	\$15
Re-Setting	\$100
Easement**	\$100
Capital Recovery***	\$500
Total	\$1,069

* For new property.

** For new owner.

*** If no service greater than 6 months.

Overall terms are subject to change and charges do not include new meter box or additional equipment required by the Tariff.

7. **Monthly Charges:**

a. **Water Service Availability Charge:** The monthly charge for metered water service, which includes NO gallons 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, see Miscellaneous) equivalent to the size indicated and is used as a base multiplier for the Service Availability Charge and allowable gallonage. All single family homes (manufactured or site-built) on individually owned lots or tracts, residential duplexes, and residential triplexes must be individually metered and shall be deemed to be residential Customers so long as the primary use of the property being served is for habitation. Any property, regardless of usage, requiring a meter in excess of one and one-half inches shall be deemed to be non-residential Customers. Unless they are individually metered, all residential premises/properties having four or more living units shall be deemed to be non-residential Customers.

Rates and Equivalents for all Customer classes are as follows:

RESIDENTIAL CUSTOMERS (- 0 – gallons included):

<u>METER SIZE</u>	<u>METER EQUIVALENTS RATE</u>	<u>MONTHLY RATE</u>
5/8"	1.0	\$ 39.90
3/4"	1.5	\$ 59.85
1"	2.0	\$ 99.75
1 1/2"	5.0	\$ 199.50
2"	8.0	\$ 319.20
3" DISP	15.0	\$ 598.50

NON-RESIDENTIAL CUSTOMERS (- 0 – gallons included):

<u>METER SIZE</u>	<u>5/8"x3/4" METER EQUIVALENTS RATE</u>	<u>MONTHLY RATE</u>
5/8" x 3/4"	1.0	\$ 39.90
3/4"	1.5	\$ 59.85
1"	2.5	\$ 99.75
1 1/2"	5.0	\$ 199.50
2"	8.0	\$ 319.20
3" DISP	15.0	\$ 598.50
3" CMPD	16.0	\$ 638.40
3" TURB	17.5	\$ 698.25
4" CMPD	25.0	\$ 997.50
4" TURB	67.0	\$ 2,673.30
6" CMPD	116.5	\$ 4,648.35
6" TURB	135.0	\$ 5,386.50
8" TURB	175.0	\$ 6,982.50

b. **System Usage Charge:** In addition to the Service Availability Charge, a system usage charge shall be added at the following rates for usage during any one (1) billing period.

1. **Residential Customers:** \$5.56 per 1,000 gallons for the first 5,000 gallons metered, \$6.12 per 1,000 gallons for the second 5,000 gallons metered, \$6.67 per 1,000 gallons for the third 5,000 gallons metered, \$6.86 per 1,000 gallons for the fourth 5,000 gallons metered, \$7.39 per 1,000 gallons for the fifth 5,000 gallons metered, \$7.92 per 1,000 gallons for the sixth 5,000 gallons metered, \$8.45 per 1,000 gallons for the seventh 5,000 gallons metered, \$9.50 per 1,000 gallons metered for the eighth 5,000 gallons metered, \$10.03 for the ninth 5,000 gallons metered, and \$10.56 per 1,000 gallons metered for the tenth 5,000 gallons metered, and \$10.56 per gallon for all gallons above 50,000 gallons metered.

2. **Non-Residential Customers:** : \$5.56 per 1,000 gallons for the first 5,000 gallons metered, \$6.12 per 1,000 gallons for the second 5,000 gallons metered, \$6.67 per 1,000 gallons for the third 5,000 gallons metered, \$6.86 per 1,000 gallons for the fourth 5,000 gallons metered, \$7.39 per 1,000 gallons for the fifth 5,000 gallons metered, \$7.92 per 1,000 gallons for the sixth 5,000 gallons metered, \$8.45 per 1,000 gallons for the seventh 5,000 gallons metered, \$9.50 per 1,000 gallons metered for the eighth 5,000 gallons metered, \$10.03 for the ninth 5,000 gallons metered, and \$10.56 per 1,000 gallons metered for the tenth 5,000 gallons metered, and \$10.56 per gallon for all gallons above 50,000 gallons metered. The incremental gallonage price increase for non-residential Customers receiving service at more than one consuming facility through a master meter shall not be increased to the next higher level until the Customer has consumed the number of gallons in each pricing level times the number of consuming facilities being served through the master meter. This compounding of incremental consumption shall only be allowed for the consumption on each individual meter. No gallonage compounding shall be allowed for individual Customers/members with multiple accounts or meters.

- c. **Water Cost Pass-Through Surcharge.** In addition to the gallonage charge, the water cost pass-through surcharge (WCPS) will be set to recover purchased water fees associated with the Edwards Aquifer Authority, Aqua Water Supply Corporation and the City of Austin. The initial water pass-through surcharge will be set at \$2.27 per 1,000 gallons. At the discretion of the board, the WCPS can be adjusted to reflect increases or decreases in purchased water cost using the following formula:

$$\text{WCPS} = (\text{WC}/\text{BU}/1,000)$$

Where:

WCPS = Pass-through charge per 1,000 gallons.

WC = Previous 12 month's total cost of water (Sum of Edwards Aquifer Authority, Aqua WSC and City of Austin charges).

BU = Previous 12 month's total system billed usage (gallons).

- d. **Construction meters:** Construction meters will be charged a \$900 installation fee (non-refundable), which includes temporary use of the meter, biennial inspections, flow tests, and backflow testing. The fee includes partial accumulation of costs necessary for full three year maintenance cycles, and a Base Rate of \$319.20 which includes the first 10,000 gallons of water usage. All additional gallons will be billed at \$8.00 per 1,000 gallons metered with a Debt Service Surcharge at the rate of \$24.83 per 10,000 gallons used or portion thereof.
 - e. **TCEQ Gross Receipts Assessment:** The Corporation shall collect from each of its retail Customers a regulatory assessment equal to one-half of one percent of the charge for retail water or wastewater service. This charge shall be collected in addition to other charges for utility service. This charge is collected on all Monthly Charges of this tariff. (30 TAC 291.76 d.2).
 - f. **Debt Service Surcharge.** The Corporation shall collect from each of its Members a Debt Service Surcharge, which reflects that Member's average monthly water usage as a percent of the Corporation's total average monthly water usage. The Debt Service Surcharge for each Member was calculated as follows: Each Member's average monthly water usage between January 1, 2018 and December 31, 2018 was converted to a percentage share of the Corporation's total average monthly water usage during that same period of time. Each Member's percentage share was then used to determine that Member's percentage share of the average monthly debt service payment associated with the Corporation's Texas Water Development Board loan. Each individual Member's Debt Service Surcharge will remain static. The surcharge will be reduced at such times as the membership of the Corporation increases to a level exceeding 10% of the membership existing at the time of latest surcharge calculation.
 - g. **Infrastructure Surcharge.** In addition to the Debt Service Surcharge, the Infrastructure Surcharge will be set to accumulate revenue to address unforeseen repair and maintenance of the Corporation infrastructure. The Infrastructure Surcharge will be set at 15% of each Member's monthly Debt Service Surcharge.
8. **Late Payment Fee:** Penalty of \$10.00 on account billings not exceeding \$200.00 and 10% on all account billings exceeding \$200.00 shall be applied. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing but shall be applied to any unpaid balance during the current billing period.
9. **Owner Notification Fee:** The Corporation may, at the expense of the Member, notify said Member of a renter/lessee delinquent account prior to disconnection of the service. The Owner Notification Fee shall be \$5.00 per notification. (See Miscellaneous Transaction Forms).
10. **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 \$30.00 (see Miscellaneous Transaction Forms). If two or more checks are returned within any twelve-month period, the Customer shall be required to make future payments in cash or by money order for a period of twelve months.

11. **Reconnect Fee:** If a Customer voluntarily terminates their service or fails to restore it within 45 days after disconnection for other causes and seeks to restore that service at the same location within 12 months of the initial termination, the Customer shall be required to pay a service fee equal to the Service Availability Charge above for their meter size and Customer class. If the service is inactive for more than 12 months and the same Customer seeks to restore that same service at the same location, they shall pay the standard field service charge plus any outstanding balance owed. For purposes of this tariff, the Customer shall be deemed to be the same person or entity if they are a beneficial recipient of the utility service even if the request for service is in the name of another individual. Falsification of a service application or other information provided to the Corporation concerning the beneficial recipients of utility service shall be grounds for termination or refusal of service.

12. **Field Service Charges:**

- a. Disconnect for non-payment, bad checks, or tampering -- \$30.00
- b. Reconnect fees after disconnection for non-payment:
 - 1. During business hours -- \$30.00
 - 2. After business hours -- \$60.00
- c. Removal of meter for non-payment, bad checks, or tampering:
 - 1. Removal Fee -- \$100.00
 - 2. Resetting Fee -- \$100.00

All collections for reconnection of service shall be made at the Corporation's business office during regular office hours. All reconnections will be scheduled for the date or receipt of payment for such reconnection, but in the event that other duties prevent reconnection during normal working hours, the Corporation staff will reconnect service after hours at the after-hours rate. If the Customer does not want to pay the after-hours rate, the Customer must request in writing that reconnection should not be made until normal working hours on the next business day.

13. **Equipment Damage Fee:** If the Corporation's facilities or equipment have been damaged by tampering, bypassing, installing unauthorized taps, reconnecting service without authority, or other service diversions, a fee shall be charged equal to the actual costs of labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is reestablished. Removal of any locking device without authorization from the Corporation's General Manager shall be deemed to be damage by tampering. Removal of a locking device or subsequent acts of tampering, bypassing, or diversion shall result in the meter being pulled. If the Corporation's equipment has not been damaged, a fee equal to the greater of:(a) the actual costs of labor, material, equipment, and other actions necessary to correct service

diversions, unauthorized taps, or reconnection of service without authority or (b) the applicable field service charge in Section 12 above 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 THE NEGLIGENCE OR UNAUTHORIZED USE OF THE CORPORATION'S EQUIPMENT, RIGHT-OF-WAY, OR METER SHUT-OFF VALVE, OR DUE TO OTHER ACTS FROM ANY SOURCE OR BY ANY PERSON OR ENTITY ON THE MEMBER'S PROPERTY THROUGH WHICH THE CORPORATION INCURS LOSSES OR DAMAGES, THE MEMBER SHALL BE LIABLE FOR ALL LABOR AND MATERIAL CHARGES INCURRED AS A RESULT OF SAID ACTS OR NEGLIGENCE.**

14. **Customer History Report Fee:** A fee of \$10.00 shall be charged to provide a copy of the Member's record of past water purchases in response to a Member's request for such a record. If the Member has a *bona fide* billing dispute with the Corporation, which may be resolved by the production of a Customer History Report, no charge will be made for the first report. The fee shall apply to subsequent reports.

15. **Meter Test and Consumption Test Fees:** The Corporation shall test a Member's meter and/or perform a consumption report test upon written request of the Member. Under the terms of Section E of this Tariff, a charge of the greater of \$75.00 or the invoiced cost of making the test shall be imposed on the affected account. The fee must be prepaid. If the meter is determined to be inaccurate, the fee shall be refunded.

16. **Transfer Fee:** An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of \$15.00. A Transfer Fee shall apply whenever a new account is activated but service was never terminated at the meter.

17. **Membership Agreement Copy Fee:** A fee of \$5.00 will be charged to provide a duplicate copy of the Membership Certificate.

18. **Non-Disclosure Fee:** A fee of \$5.00 shall be assessed by any Customer requesting in writing that personal information under the terms of this tariff not be disclosed to the public.

19. **Information Disclosure Fee:** All public information except that which has been individually requested as confidential shall be made available to the public for a fee to be determined by the Corporation based on the level of service and costs to provide such information, but not in-consistent with the terms of the Texas Public Information Act: Chapter 552, Texas Government Code.

20. **Customer Service Inspection Fee:** These inspections are required to be performed by licensed customer service inspectors. It shall be the Applicant's or Member's responsibility to have the inspection performed by the licensed inspector of his/her choice or the Applicant may request that the Corporation have the customer service inspection performed at the Corporation's tariff rate for customer service inspections. No permanent potable water service or continued service will be provided if any inspection is required on existing plumbing. Service will be resumed as soon as a certificate is delivered to the

Corporation. A temporary service agreement for non-potable water may be obtained to provide a supply of water for construction purposes only. Use of the temporary water supply for human consumption or occupancy of the premises without a completed certificate being delivered to the Corporation shall be grounds for immediate termination of service.

21. **Franchise Collection Fee:** A fee equal to the level of franchise tax paid on all gross receipts from that Customer will be collected from Customers located inside the corporate limits of a city that imposes a franchise tax paid on all gross receipts from that Customer will be collected from Customers located inside the corporate limits of a city that imposes a franchise tax.

22. **Other Office Service Fees:**

- a. **Rental Account Status Charge:** A charge of \$15 shall be made for the change of renter on any account that will include the file update and final bill processing for the previous renter.
- b. **Meter Re-read Fee:** In the event the Member/Designee requests that a meter be re-read for any reason and the new reading verifies that the initial reading taken by the Corporation was correct, a fee of \$25.00 shall be charged for the additional reading. Prepayment of the fee is required. If the initial reading was incorrect, the collected fee shall be refunded.
- c. **Final Reading Fee:** In the event the Member/Designee requests a final reading of their meter for the purpose of transferring the account, a final reading fee of \$25.00 shall be imposed.
- d. **Service Call Fee:** In the event the Member/Designee requests a service from the Corporation which is clearly not the responsibility of the Corporation or to investigate a service problem located on the Customer's service line or plumbing on the Customer's side of the meter, a service charge equal to the labor, materials, and administrative costs incurred by the Corporation shall be charged to the Member's account.
- e. **Meter/Tap Relocation Fee:** Relocation of a tap or meter at a Member/Customer's request shall be made at the actual cost of the relocation, subject to a \$100.00 minimum charge, provided that the property to which the tap or meter is to be relocated is owned by the Member/Customer making the request.
- f. **Locked Meter Charge:** The Corporation shall lock, at the request of a Member/Customer, the meter at the location where an active membership is serviced. A fee shall be charged of \$75.00 for unlocking the meter. If a meter is locked due to non-payment more than once in one calendar year, there will be a \$100.00 charge for unlocking the meter.

23. **Other Service Fees:** All services outside the normal scope of utility operations which the Corporation may be compelled to provide at the request of a Customer or Member shall be charged to the recipient based on the cost of providing such service.

24. **Penalties for Violation of Water Conservation Practices:** HB 1152 (78 Legislature Regular Session – 2003) empowered water supply corporations to enforce Customer water conservation practices by assessing reasonable penalties under the utilities' tariffs. Pursuant to the Act, the Corporation adopts the following penalties for violations of noticed water conservation practices and water rationing restrictions:

All penalties are based upon each noticed drought or water conservation-causing event. Each time all involuntary water use restrictions are lifted, a new cycle begins and each Customer has a violation count of zero (0).

For Violations of Outside Water Usages:

First offense --	written notice
Second offense --	\$10.00 fine
Third offense --	\$25.00 fine
Subsequent offenses --	\$50.00 fine

For violations of a directive to reduce percentage usage up to 30,000 gallons consumption (residential):

First offense --	written notice
Second offense --	\$10.00 fine
Third offense --	\$25.00 fine
Subsequent offenses --	\$50.00 fine

For violations of a directive to reduce the percentage of usage over 30,000 gallons consumption (residential):

First offense --	written notice
Second offense --	\$20.00 fine
Third offense --	\$50.00 fine
Subsequent offenses --	\$70.00 fine

For violations of a directive to reduce percentage usage (non-residential):

First offense --	written notice
Second offense --	\$20.00 fine
Third offense --	\$50.00 fine
Subsequent offenses --	\$70.00 fine

TARIFF

OF

Creedmoor-Maha Water Supply Corporation

SECTION H: DROUGHT CONTINGENCY PLAN

SECTION H: DROUGHT CONTINGENCY PLAN

1.0 DECLARATION OF POLICY, PURPOSE, AND INTENT

In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, temporary restrictions may be instituted to limit nonessential water usage. The purpose of the Drought Contingency Plan (Plan) is to encourage customer conservation in order to maintain supply, storage, or pressure or to comply with the requirements of a court, government agency or other authority.

2.0 PUBLIC INVOLVEMENT

Opportunity for the public to provide input into the preparation of the Plan was provided by duly-noticed public meeting of the CMWSC board of directors held on June 6, 2018 at 7:00 p.m.

3.0 PUBLIC EDUCATION

Creedmoor-Maha Water Supply Corporation (CMWSC) will periodically provide the public with information about the Drought Contingency 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. Drought plan information will be provided by notice on CMWSC's website and with utility bill inserts. In the future, CMWSC may also email notices to their customers.

4.0 COORDINATION WITH REGIONAL WATER PLANNING GROUPS

CMWSC is primarily located within the Region K Water Planning Group. A copy of this Plan has been provided to Region K.

5.0 NOTICE REQUIREMENTS

Written notice will be provided to each customer prior to implementation or termination of each stage of the water restriction program. Mailed notice must be given to each customer 72 hours prior to the start of water restriction. If notice is hand delivered, CMWSC cannot enforce the provisions of the plan for 24 hours after notice is provided. The written notice to customers will contain the following information:

- 1) The date restrictions will begin;
- 2) The circumstances that triggered the restrictions;
- 3) The stages of response and explanation of the restrictions to be implemented; and
- 4) An explanation of the consequences for violations.

CMWSC must notify the TCEQ by telephone at 512/239-4691, or electronic mail at watermon@tceq.state.tx.us prior to implementing Stage II and must notify in writing the

Public Drinking Water Section at MC-155, P.O. Box 13087, Austin, Texas 78711-3087 within five (5) working days of implementation including a copy of the utility's restriction notice. CMWSC must file a status report of its restriction program with the TCEQ at the initiation and termination of mandatory water use restrictions (i.e., Stages II and III).

6.0 VIOLATIONS

For the first violation, the customer will be notified by written notice of their specific violation. For subsequent violations CMWSC may do the following:

- 1) After written notice, CMWSC may install a flow restricting device in the line to limit the amount of water which will pass through the meter in a 24-hour period. The utility may charge the customer for the actual cost of installing and removing the flow restricting device, not to exceed \$50.00.
- 2) After written notice, CMWSC 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 utility will apply for restoration of service.

7.0 EXEMPTIONS OR VARIANCES

Water use restrictions are automatically waived during emergencies such as firefighting or a situation endangering human life. CMWSC may grant any customer an exemption or variance from the drought contingency plan for good cause upon written request. A customer who is refused an exemption or variance may appeal such action of the utility in writing to the Texas Commission on Environmental Quality. CMWSC will treat all its members equally concerning exemptions and variances, and shall not discriminate in granting exemptions and variances. No exemption or variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

8.0 RESPONSE STAGES AND TRIGGERS

Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, CMWSC will initially declare Stage I restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage II may be implemented with Stage III to follow if necessary.

8.1 CUSTOMER AWARENESS AND VOLUNTARY WATER CONSERVATION

In a voluntary water conservation period CMWSC will promote customer awareness of voluntary water conservation measures. CMWSC's goal will be a 10% reduction in daily water use over baseline conditions. CMWSC will trigger Voluntary Water Conservation if those conditions are declared by the Barton Springs/Edwards Aquifer Conservation District

(CMWSC's primary water supply) or by CMWSC's secondary water suppliers (the City of Austin or Aqua Water Supply Corporation).

During periods of Voluntary Water Conservation CMWSC will request that customers voluntarily limit their use of water for nonessential purposes and to practice water conservation.

8.2 STAGE I - MANDATORY WATER USE RESTRICTIONS (ALARM STAGE)

If this response stage is triggered CMWSC will restrict the use of water. CMWSC's goal will be a 20% reduction in daily water use over baseline conditions. CMWSC will trigger Stage I if any of the following trigger conditions are met:

- 1) Water consumption has reached 80 percent of daily maximum supply for three (3) consecutive days.
- 2) Water supply is reduced to a level that is only 20 percent greater than the average consumption for the previous month.
- 3) There is an extended period (at least eight (8) weeks) of low rainfall and daily use has risen 20 percent above the use for the same period during the previous year.
- 4) Alarm Stage pumpage reductions are ordered by the Barton Springs/Edwards Aquifer Conservation District, the City of Austin Water Utility, or Aqua Water Supply Corporation; or similar water conservation order by the TCEQ or other empowered agency is issued.

Upon initiation and termination of Stage I, CMWSC will mail a public announcement to its customers. No notice to the TCEQ is required. Upon termination of Stage I, CMWSC will promote voluntary water conservation.

During Stage I conditions, CMWSC will visually inspect lines and repair leaks on a regular basis. CMWSC will also review customer use records on a monthly basis and follow-up on any that have unusually high usage. CMWSC will also follow contractually required procedures during Stage I.

Finally, CMWSC will request customers water outside during evening and morning hours only. Periods when watering is encouraged will be provided in the customer notices, but will generally be between 8 pm and 7 am. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system. CMWSC will also request that customers reduce the amount of water used for livestock.

8.3 STAGE II - CRITICAL WATER USE RESTRICTIONS

If this response stage is triggered CMWSC will restrict the use of water. CMWSC's goal will be a 30% reduction in daily water use over baseline conditions. CMWSC will trigger Stage II if any of the following trigger conditions are met:

- 1) Water consumption has reached 90 percent of the amount available for three consecutive days.

- 2) The water level in any of the water storage tanks cannot be replenished for three (3) consecutive days or as may otherwise be indicated in the Corporation's approved draught management plan.
- 3) Critical Stage pumpage reductions are ordered by the Barton Springs/Edwards Aquifer Conservation District, the City of Austin Water Utility, or Aqua Water Supply Corporation; or similar water conservation order by the TCEQ or other empowered agency.

Upon initiation and termination of Stage II, CMWSC will mail a public announcement to its customers and mail and email notice to the TCEQ¹ (notice to the TCEQ is required). Stage II of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage II, Stage I becomes operative.

While in Stage II, CMWSC will visually inspect lines and repair leaks on a daily basis. Flushing is prohibited except for dead end mains. The Mandatory Water Use Restrictions CMWSC will impose on its customers are:

- 1) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Mondays for water customers with a street address ending with the numbers 1, 2, or 3 and locations without addresses; Wednesdays for water customers with a street address ending with the numbers 4, 5, or 6; and Fridays for water customers with a street address ending with the numbers 7, 8, 9, or 0. 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 a hand-held hose, a faucet-filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- 2) 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 rinses. 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 are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- 3) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi type pool 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.
- 4) 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.
- 5) Use of water from hydrants or flush valves shall be limited to maintaining public health, safety, and welfare.

¹ See Section 5 for TCEQ Notice requirements.

- 6) Use of water for the irrigation of golf courses, parks, and green belt area is prohibited except by hand-held hose and only on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.

The following uses of water are defined as nonessential 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 (unless dust control is a requirement of a specific TCEQ permit).
- 4) Flushing gutters or permitting water to run or accumulate in any gutter or street.
- 5) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- 6) Any other waste of water.

8.4 STAGE III – EXCEPTIONAL WATER USE RESTRICTIONS AND EMERGENCY CONDITIONS

If this response stage is triggered CMWSC will restrict the use of water. CMWSC's goal will be a 40% reduction in daily water use over baseline conditions. CMWSC will trigger Stage III if any of the following trigger conditions are met:

- 1) Failure of a major component of the system or an event which reduces the minimum residual pressure in the system below 20 psi for a period of 24 hours or longer.
- 2) Water consumption of 95 percent or more of the maximum available for three (3) consecutive days.
- 3) Water consumption of 100 percent of the maximum available and the water storage levels in the system drop during one 24-hour period.
- 4) Other unforeseen events that could cause imminent health or safety risks to the public.
- 5) Exceptional Stage pumpage reductions are ordered by the Barton Springs/Edwards Aquifer Conservation District, the City of Austin Water Utility, or Aqua Water Supply Corporation; or similar water conservation order by the TCEQ or other empowered agency is issued.

Upon initiation and termination of Stage III, CMWSC will mail a public announcement to its customers and mail and email notice to the TCEQ² (notice to the TCEQ is required). In addition, in the event of a system outage or supply contamination CMWSC will notify the TCEQ immediately.

Stage III of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. Upon termination of Stage III, Stage II becomes operative.

While in Stage III, CMWSC will visually inspect lines and repair leaks on a daily basis. Flushing is prohibited except for dead end mains and only between the hours of 9:00 p.m. and 3:00 a.m. Emergency interconnects or alternative supply arrangements shall be initiated. All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers.

² See Section 5 for TCEQ Notice requirements.

The Mandatory Water Use Restrictions CMWSC will impose on its customers are:

- 1) Irrigation of landscaped areas is absolutely prohibited. CMWSC may also prohibit or limit water available for livestock watering and the irrigation of tree farms by notice.
- 2) Water use will be restricted to a percentage of each member's prior month's usage. The percentage may be adjusted as needed according to demand on the system. Notice of this amount will be sent to each customer.
- 3) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.

DROUGHT CONTINGENCY PLAN APPENDIX A GLOSSARY OF TERMS

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.

Agricultural water use: water use which is integral to the operations of farming, ranching, and other agriculture-related activities.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments, government entities, and business 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 CMWSC.

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.

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 firefighting.

Voluntary conservation: those practices, techniques, and technologies that customers and/or the public conduct voluntarily to 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.

TARIFF

OF

**Creedmoor-Maha Water
Supply Corporation**

SAMPLE APPLICATION PACKET

AGREEMENT made this ____ day of _____ 20__, between Creedmoor-Maha Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____, (hereinafter called the Applicant and/or Member).

Witness:

The Corporation shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and hereby may hereinafter be called a Member. The Member shall have all rights, duties, and responsibilities of membership under the Corporation's articles and by-laws and, by the act of making application for service and membership agrees to abide by and be bound by all terms, conditions, and provisions of the same without exception, waiver, reservation, or exclusion.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff, and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any Corporation fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated, or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing:
 - 1) A new water system or
 - 2) Expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's

tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter is for the sole use of the Member or Customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) or hoses to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited. Customer shall not connect, or allow any other person or party to connect onto any water lines or hoses on his premises. Except in cases where the Customer has a contract with Corporation for reserve or auxiliary service, no other water service will be used by the Customer on the same installation in conjunction with Corporation's service, either by means of a cross-over valve or any other connection.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install at their own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any Customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

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

a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.

b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced

pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.

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

d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises are connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices that have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

Customer shall be liable for any damage or injury to Corporation-owned property or personnel shown to be caused by the Customer, his invitees, his agents, his employees, or others under his control. By accepting service under this agreement, Customer agrees to take no action to create a health hazard or otherwise endanger, injure, damage, or threaten Corporation's plant, its personnel, or its Customers. Failure to comply this provision shall be grounds to terminate Customer's service without notice.

Public water utilities are required to deliver water to the Customer's side of the meter or service connection which meets the potability and pressure standards of the Texas Commission on Environmental Quality ("TCEQ"). Corporation will not accept liability for any injury or damage to individuals or to their properties occurring on the Customer's side of the meter when the water delivered meets these state standards. Corporation makes no representations or warranties (expressed or implied) that Customer's appliances will not be damaged by disruption of or fluctuations in water service whatever the cause. Corporation will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God or other natural causes outside of the Corporation's control, (2) acts of third parties not subject to the Corporation's control, (3) electrical power outages, or (4) termination of water service pursuant to Corporation's tariff, TCEQ rules or statutes. By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by Corporation or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

Corporation is not required by law and does not provide fire prevention or fire fighting services. Corporation therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. Corporation may (but is not required to) contract with individual Customers/applicants to provide water service capacities to their properties in excess of the TCEQ's domestic water system regulations so that such water volumes and pressures may be used by the Customer/applicant or local fire department (at their sole election and responsibility) for fire fighting purposes. Such additional water service capacities shall be provided only in response to and according to design criteria and/or plans prepared by the Customer/applicant's registered professional engineer. Notwithstanding any understanding or intent of such Customer/applicant for the use of such excess water service capacity, Corporation does not profess, state, warrant, guarantee, or imply that such additional water service capacity is, or shall ever be, adequate or sufficient for fire fighting. Corporation neither possesses nor claims to possess knowledge or expertise in fire fighting or the requirements of fire fighting. No statement or action of Corporation shall ever be implied or meant to suggest that any facilities of Corporation comply with any state or local fire code.

Corporation has adopted the Uniform Plumbing Code. All Customer-owned plumbing, service extensions, and/or new facilities shall comply with that code and all standards established by the TCEQ. Where conflicts arise, the more stringent standard must be followed. The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of Corporation. The Customer will bring out his service line to his property line at a point designated by the Corporation. No water service smaller than 5/8" will be connected. The Customer shall install and maintain a cut-off valve on the Customer side of the meter and within three (3) feet of the meter. If the Customer desires water at a lower pressure than that which is delivered at the meter and such delivery pressure does not exceed any TCEQ rule or order pressure standard, the Customer will install, at the Customer's expense, the equipment necessary for such reduction in pressure. It shall be the Customer's responsibility to maintain such equipment in good repair and working order.

It is agreed and understood that any and all meters, water lines and other equipment furnished by Corporation (excepting the Customer's individual service line from the point of connection to the Customer's point of ultimate use) is and shall remain the sole property of Corporation and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines, or equipment to any customer. All tap charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

No application, agreement, or contract for service may be assigned or transferred without the written consent of Corporation. The Member must have an approved health department septic system before living at the site.

It is possible that Member and Corporation will enter into an additional contract(s) pertaining to water service at this location. Any such contract shall be in addition to this application. Nothing therein will negate any provision of this Application.

The Member shall grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation. Any misrepresentation of the facts by the Applicant or any of the pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff. No fence between meter and the road. If there is a fence, then there must be a small gate at the meter. It is the Member's responsibility to make a gate available to the corporation and install it.

Witness

Applicant Member

Approved and Accepted

Date Approved

**EASEMENT AND RIGHT-OF-WAY
(Including Temporary Easement for Construction)**

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter individually or collectively "Grantor"), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Grantor by **Creedmoor-Maha Water Supply Corporation** (hereinafter "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, a permanent easement and right-of-way to erect, construct, install and lay, and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add, and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantor's property as well as Grantee's current and future system-wide water utility customers, under, over and across ____ acres of land, more particularly described in an instrument recorded in Volume _____, Page _____ of the Real Property Records of _____ County, Texas, together with the right of ingress, egress, and regress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed twenty feet (20') in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed, except that when the first pipeline is installed, the easement herein granted shall be limited to a strip of land twenty feet (20') in width, the center line thereof being the pipeline as installed. The easement herein conveyed shall run the length of the property line, parallel and adjacent to:

ADDRESS

Grantor also grants and conveys unto Grantee a thirty foot (30') wide temporary construction easement for use in connection with the initial installation of a pipeline or lines by Grantee in the permanent easement described herein above, and for the storage of excavation material resulting from such construction. Grantee is hereby authorized to designate the course of the temporary construction easement herein conveyed, except that when the first pipeline is installed, the easement herein granted shall be limited to a strip of land thirty foot (30') in width, the center line thereof being the pipeline as installed. The temporary construction easement will expire upon completion of construction and acceptance of the pipeline or lines by Grantee.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation: (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that may injure Grantee's pipelines, appurtenances and facilities, or interfere with the construction, installation, use, operation, inspection, repair, alteration, protection, maintenance, replacement, upgrading, paralleling or removal thereof; and (3) the right to abandon-in-place any and all pipelines, appurtenances and facilities, such that Grantee shall have no obligation or liability to Grantor or to Grantor's heirs, successors or assigns, to move or remove any such abandoned pipelines, appurtenances or facilities.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said pipeline as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty feet (20') in width, the center line thereof being the pipeline as relocated.

Grantor, and Grantor's heirs, successors and assigns, may fully use and enjoy the premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the easement hereby granted without Grantee's written consent; provided further that Grantor, and Grantor's heirs, successors and assigns, may construct, dedicate and maintain over and across the easement such driveways, utility lines and fences as will not interfere with Grantee's use of the easement for the purposes aforesaid.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the pipelines, appurtenances and facilities referred to herein, and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees. Grantor covenants that Grantor is the owner of the above-described land and that said land is free and clear of all encumbrances and liens.

TO HAVE AND TO HOLD the easement and rights appurtenant thereto unto the Grantee, its successors and assigns, until the pipelines, appurtenances and facilities are declared permanently abandoned by the Grantee, in which event said easement and rights appurtenant thereto shall cease and terminate and revert to Grantor, Grantor's successors and assigns.

Grantor does hereby bind itself and Grantor's heirs, successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement and rights appurtenant thereto herein granted to Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

GRANTOR:

SIGNATURE

PRINTED NAME

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 20____,

By _____.

Notary Public, State of Texas

**RIGHT OF WAY AND UTILITY EASEMENT
(General Type Easement)**

KNOW ALL MEN BY THESE PRESENTS, that

_____ (hereinafter called "Grantors"), in consideration of one dollar and other good and valuable consideration paid by Creedmoor-Maha Water Supply Corporation, a Texas non-profit water supply and sewer service corporation (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledge, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove public utility pipelines and such other utility plant as may be necessary to provide continuous and adequate service to the affected property and the Grantee's service area over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. **This easement shall be exclusive to the Grantee.** The easement hereby granted shall not exceed 20" in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) or plant is installed, the easement herein granted shall be limited to a strip of land 20" in width the centerline or center-point thereof being the pipeline as installed/constructed.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 30" in width the center line thereof being the pipeline/facilities as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except in the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

If Grantor, his heirs, successors or assigns breach the covenant of exclusivity, THE Grantor, his heirs, successors, or assigns shall provide Grantee with a suitable alternate exclusive easement and relocate all of Grantee's pipelines and/or other utility plant to such alternate exclusive easement at Grantor, his heirs, successors or assigns' sole expense.

IN WITNESS, WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20_____.

Grantor

Grantor

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, On this day personally appeared _____ known to me to be the person(s) whose name(s) is (are) subject to the foregoing instrument, and acknowledge(s) to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 20_____.

SEAL

Notary Public in and for the State of Texas

Print Name: _____

My Commission expires: _____

CREEDMOOR-MAHA WATER SUPPLY CORPORATION
NON-STANDARD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between _____, hereinafter referred to as "Developer," and Creedmoor-Maha Water Supply Corporation, hereinafter referred to as "CMWSC."

WHEREAS, Developer is engaged in developing that certain approximately _____ acres of land on _____ in _____ County, Texas more particularly known or to be known as "the Property" and identified by full legal description on Attachment "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, CMWSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its state-certificated service area [certificate of convenience and necessity ("CCN") No. 11029]; and,

WHEREAS, Developer has requested CMWSC to provide such water service to the Property through CMWSC's water system.

NOW THEREFORE: KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and CMWSC agree as follows:

1. Engineering and Design.

(a) Engineer Report (See Attachment "B")

The Water System Extension shall be designed and constructed to provide non-standard water utility service to the Property. The Water System Extension shall be engineered and in accordance with the applicable standard specifications of the CMWSC and all governmental agencies having jurisdiction. CMWSC shall oversee and inspect all design work and construction and may charge Developer a reasonable fee for this work.

The non-standard service requirements of the Property are set forth on Attachment "C" attached hereto and incorporated herein for all purposes. Any Water System Extension must be sized to provide continuous and adequate water service to the property based on plans for the development of the Property provided to CMWSC by the Developer. The specific terms and conditions of the extension of CMWSC's retail public water utility service are listed on Attachment "B." In the absence of a necessary term or in the event of conflict with any provision in this general Agreement, the terms in Attachment "B" shall control.

(b) Distribution System.

The water lines, service lines, meters and related portions of the distribution system infrastructure within the boundaries of the Property (Hereinafter the "Distribution System") May be engineered and designed by Developer's consulting engineer, which engineer shall be responsible for overseeing the construction of the Distribution system under the applicable rules of the Texas Commission on Environmental Quality ("TCEQ") and the Texas Board of Professional Engineers ("TBPE"). Should CMWSC's Engineer be required to engineer or design improvements to the Distribution System, the Developer shall pay fees as detailed in Attachments.

(c) Production System.

All water production, storage, treatment, pressure, transmission outside the Property and other non-Distribution System facilities (herein after the "Production System") may be engineered and designed by Developer's consulting engineer, which engineer shall be responsible for overseeing the construction of the Distribution system under the applicable TCEQ and TBPE rules. All engineering and designs for the Distribution and Production Systems must be reviewed and approved by CMWSC's consulting engineer prior to commencement of any utility system construction on the property. After completion of the plans and specifications by the Developer's and CMWSC's consulting engineers and their approval by the CMWSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension". Should CMWSC's Engineer be required to engineer or design improvements to the Production System, the Developer shall pay fees as detailed in Attachments.

(d) Oversizing.

CMWSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the CMWSC, subject to the obligation to reimburse the Developer for any such oversizing as provided below. At CMWSC's option, reimbursement may be in the form of a credit against any connection fees Developer may have to pay. CMWSC's obligation to pay for oversizing shall not apply to oversizing related to fire flows or firefighting capacities requested by Developer.

(e) Fire Flows

If the Developer has requested and CMWSC has agreed to provide additional water service capacities to the Property sufficient to provide fire flows. This non-public drinking water service shall be provided under CMWSC's policies.

(f) Cost Changes.

Due to the variable market for needed materials and supplies, quotations for the cost of construction of utility plant and/or upgrades that will be necessary to meet the service demands of the service application shall be good only for the date of presentation by the Corporation's engineer and/or contractor. For purposes of this Agreement, the "date of presentation" means the date the quotations and Water System Extension plans were presented to and approved by CMWSC's Board of Directors. Following the date of presentation, materials and supplies for construction may include an adjustment to reflect current market prices if such changes are found reasonable and approved in writing by CMWSC's consulting engineer. All costs of change orders or other modifications of the engineered design and/or TCEQ-approved plans shall be borne by Developer unless such changes or modifications are made at CMWSC's request for the sole benefit of other CMWSC customers.

2. Required Easements or Rights-of-Way.

Developer shall be responsible for dedicating or acquiring any easements across privately owned land which are necessary for the construction of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way. If Developer cannot obtain any easement identified by CMWSC as necessary, Developer may request CMWSC to exercise its statutory powers of eminent domain to obtain such easement(s). Developer shall bear all costs related to such condemnation proceedings, including all consideration and litigation costs of the condemnation. CMWSC may require Developer to escrow all such projected costs before initiating any condemnation actions for Developer's benefit. By requesting CMWSC to initiate a condemnation of private property, Developer acknowledges and consents to any delays to final provision of retail public water utility service to the Property occasioned by Developer's failure to independently provide CMWSC with necessary easement(s).

All pipeline easements assigned to CMWSC hereunder shall be (and not less than) 20-feet in width within the Property and 20-feet in width outside the Property. The pipeline easement(s) shall be located on private property along a route that best facilitates the most reliable and efficient operation of the Water System Extension. If such optimal route adversely affects Grantee, Developer may request an alternate course of the easement except that when the pipeline(s) or plant is installed, the easement herein granted shall be limited to a strip of land 20-feet in width the centerline or center-point thereof. CMWSC's consulting engineer shall have the final decision on where any easement must be located.

If continuous and adequate retail public water utility service to the Property requires the construction of new Production System facilities, Developer shall provide CMWSC with all the sites necessary to construct and operate such facilities. The site(s) shall be conveyed in fee or, with CMWSC's consent, by exclusive permanent recorded easement. Developer shall also provide CMWSC with all pipelines, utility, ingress/egress and sanitary control easements identified by CMWSC's consulting engineer and attorney as necessary to the use of said site(s) for water utility purposes. All ingress/egress easements shall be sufficient to construct and maintain an all-weather road from the site(s) to the nearest public road. All sanitary control easements shall comply with all

requirements of 30 AC §290.38(48), .41 and .47(c).

Any easements acquired by the Developer shall be assigned to CMWSC upon proper completion of the construction of the Water System Extension. CMWSC's attorney must approve the validity of the legal instruments by which the Developer acquires any such easements and by which Developer assigns such easements to CMWSC. Developer shall be responsible for obtaining, at its expense, any consent or release required by any person or entity having a lien or other security interest in the easement or real property to be encumbered by said easement(s).

3. Term of Contract

Execution of this Agreement shall bind the parties for a period of two calendar years. To extend the contract beyond two years, Developer shall be required to pay connection fees and tap fees for one-half or more of the anticipated residential or commercial building sites within the Property during the initial two-year period. Payment of at least one-half of the anticipated connection fees will extend the contract an additional two years. Construction must commence within six months of the payment of said connection fees.

The connection and tap fees to be paid shall be fees included in CMWSC's Rules and Regulations on the date of payment. Connection and Installation fees shall not be "grandfathered."

4. Construction of the Water System Modifications, Changes or Extensions.

(a) Production System

(1) Developer may select his own contractor for the construction of the Production System, subject to CMWSC's right to veto such selection if CMWSC, its consulting engineer or its attorney has had unacceptable prior experience with said contractor and/or his work. If CMWSC rejects Developer's designated contractor, Developer shall be authorized to select another contractor. No construction will commence until plans and specifications for the Production System have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law. CMWSC shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses or certificates.

(2) The Production System shall be constructed in accordance with the approved plans and specifications. CMWSC shall have the right to inspect all phases of the construction of the Production System. Developer must give written notice to CMWSC of the date on which construction is scheduled to begin within the Property that may affect any portion of the Production System so that CMWSC may assign an inspector.

(b) Distribution System

(1) Developer may select his own contractor for the construction of the Distribution System, subject to CMWSC's right to veto such selection if CMWSC, its consulting engineer or its attorney has had unacceptable prior experience with said contractor and/or his work. If CMWSC rejects Developer's designated contractor, Developer shall be authorized to select another contractor or to request CMWSC to obtain a suitable contract through a bid procedure. No construction will commence until plans and specifications for the Distribution System have been submitted to and approved by the TCEQ and any other required regulatory agency, as may be required by law. CMWSC shall have no liability of any kind to Developer occasioned by delays or difficulties in obtaining any required governmental approvals, permits, licenses, certificates or contractor acceptable to both CMWSC and Developer. CMWSC shall have no liability whatsoever for the acts and omissions of Developer, his engineer(s), his contractor(s) or his subcontractor(s). CMWSC shall have no liability or responsibility to third persons for the materials and supplies used by Developer. Developer's liability or responsibility to CMWSC for the materials and supplies used shall be limited to the one-year warranty in Paragraph 4. Developer shall be responsible and liable for the safety of the work site and the preservation of materials and equipment related to the Distribution System. Developer shall hold CMWSC harmless for any claims, demands, suits or causes of action related to the Developer-constructed Distribution System. Developer shall indemnify CMWSC for all expenses or damages incurred by CMWSC, including attorney and litigation costs, related to the Developer-constructed Distribution System. All rights and protections of CMWSC in this Paragraph shall be extended to CMWSC's directors, officers, employees, attorney(s), engineer(s), contractor(s), and subcontractor(s).

(2) The Distribution System shall be constructed in accordance with the approved plans and specifications. CMWSC shall have the right to inspect all phases of the construction of the Distribution System. Developer must give written notice to CMWSC of the date on which construction of the Distribution System is scheduled to begin so that CMWSC may assign an inspector.

5. Dedication of Water System Extension to CMWSC.

Upon proper completion of construction of the Water System Extension and final inspection thereof by CMWSC, the Water System Extension, including all components real and personal of the Production and Distribution Systems, shall be dedicated to the CMWSC by an appropriate legal instrument approved by CMWSC's Attorney.

Developer shall bear any costs of remediation or rehabilitation necessary to bring the Water System Extension into compliance with all state, federal, and CMWSC standards before acceptance by CMWSC. CMWSC shall have to the sole decision of when the Water System Extension is acceptable. The Water System Extension shall thereafter be owned and maintained by CMWSC; however, Developer shall warrant the construction and suitability of the same for a period of one (1) calendar year and shall bear all costs of repairs and improvements during this warranty period.

6. Subdivision and Development Restrictions.

Developer shall create and enforce permanent and irrevocable subdivisions and/or development deed, plat or other restrictions and/or covenants running with the land that shall prohibit the construction of private potable water systems or water wells within the “the property”. No interconnection between a private, non-potable water supply and the CMWSC’s water supply may be constructed or maintained except in strict conformance with applicable state or federal health, safety, environmental or utility regulations.

7. Cost of the Water System Extension.

(a) Developer shall pay all costs associated with the Water System modifications, changes or extensions as a contribution in aid of construction, including without limitation to the cost of the following:

- (1) engineering and design;
- (2) easement or right -of-way acquisition;
- (3) construction;
- (4) inspection;
- (5) attorneys' fees;
- (6) governmental or regulatory approvals required to lawfully provide service, including all costs of amending CMWSC’s certificate of convenience and necessity;
- (7) CMWSC’s prescribed Connection Fee (by anticipated meter size) and/or capacity reservation charge shall be charged for each lot and/or service connection for which the Water System Extension is designed to serve less credit for any production, treatment, storage, pressure and transmission facilities, i.e., the Production System, added to CMWSC’s utility system at Developer’s expense to serve the property in question; however, no credit shall be provided for distribution lines, valves, taps, services, flush valves and appurtenances thereto, i.e., the Distribution System. However, the total offset credit received shall never exceed the total amount of CMWSC’s prescribed Connection Fee (by anticipated

meter size) and/or capacity reservation charge, which would otherwise be collected.

(b) Developer shall indemnify CMWSC and hold CMWSC harmless from all of the foregoing costs.

(c) Payment of Contribution in Aid of Construction:

(1) A Non-Standard Service Investigation Fee in an amount set forth in CMWSC's Rules and Regulations, and in consultation with the CMWSC's consulting engineer and counsel, shall be paid by cashier's check payable to the CMWSC at the time of initial application for service.

(2) Connection Fees shall be paid at the time the Developer or its successor requests the initiation of water utility service to a residential or commercial site. Connection Fees, for at least one-half the anticipated lots, must be paid before the end of the first two-year term if the Developer wants to extend the contract another two years.

(d) Provided, however, except for the one-year warranty provide in the Agreement, nothing herein shall be construed as obligating the Developer to maintain the Water System Modifications, Changes or Extensions subsequent to its dedication and acceptance for maintenance by CMWSC and the expiration of the warranty period.

(e) If CMWSC has required the Water System Modification, Changes or Extensions to be oversized in anticipation of the needs of the other customers of CMWSC, CMWSC shall reimburse Developer for the additional costs of construction attributable to the oversizing, as determined by the CMWSC's consulting engineer, in three equal annual installments without interest beginning one year after dedication of the Water System Extension to CMWSC. In the alternative, the Developer may choose to credit his refund against the Connection Fees he would otherwise pay.

8. Service from the Water System Modifications, Changes or Extensions.

(a) After proper completion and dedication of the Water System Modifications, Changes or Extensions to CMWSC, CMWSC shall provide continuous and adequate water service to the Property under the requirements of CMWSC's state-issued certificate of convenience and necessity, TCEQ regulations and all duly adopted rules and regulations of CMWSC and payment of the following:

(1) All standard rates, fees and charges as reflected in CMWSC's approved Rules and Regulations;

(2) Any applicable Connection Fee and Installation Fee adopted by CMWSC;

(3) Any applicable reserved service charge as reflected in CMWSC's Rules and Regulations adopted by CMWSC.

(b) Unless the prior approval of CMWSC is obtained, the Developer shall not:

(1) construct or install additional water lines or facilities to service areas outside the Property;

(2) add any additional lands to the Property for which water service is to be provided pursuant to this agreement; or

(3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

9. Effect of Force Majeure.

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

10. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the CMWSC shall be addressed:

Creedmoor-Maha Water Supply Corporation
Attn: General Manager
12100 Laws Road
Buda, Texas 78610

With copy to:

Duncan C. Norton
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Any notice mailed to Developer shall be addressed:

With copy to:

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

11. Severability.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

12. Entire Agreement.

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

13. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the CMWSC and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

14. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable within the state-certificated service area of CMWSC.

15. Venue.

Venue for any civil suit arising hereunder shall be in Guadalupe County, Texas. Venue for any administrative law action arising hereunder shall be vested in the TCEQ and the appropriate courts of Travis County, Texas.

16. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

17. Assignability.

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the CMWSC. CMWSC may assign this Agreement to any other retail public utility authorized by the TCEQ to serve the Property.

18. Effective Date.

This Agreement shall be effective from and after the date of due execution by all parties.

19. Conflict.

In the event there is determined to be a conflict between the terms of this Agreement and the provisions in the CMWSC's Rules and Regulations governing the same matter, the Rules and Regulations shall prevail.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

CMWSC

DEVELOPER

By: _____

By: _____

Date: _____

Date: _____

CREEDMOOR-MAHA WATER SUPPLY CORPORATION
NON-STANDARD SERVICE AGREEMENT

Attachment “A” – Legal Description of the “Property”

CREEDMOOR-MAHA WATER SUPPLY CORPORATION
NON-STANDARD SERVICE AGREEMENT

Attachment "B" – Engineer Report

CREEDMOOR-MAHA WATER SUPPLY CORPORATION
NON-STANDARD SERVICE AGREEMENT

Attachment "C" – Non-standard Service Requirements of the "Property"¹

1. Type of permanent water utility service being requested (check all applicable): residential _____ commercial _____ mixed _____ industrial _____

2. Number of requested service connections (by anticipated meter size):

Number _____ Size/type _____

3. Other desired domestic public water utility service needs:

4. Water volume and pressure requirements:

Gallons: Annual _____ Monthly _____ Highest Day _____

Pressure required: Low _____ Average _____ High _____

Special pressure requirements: _____

5. Additional reserved water capacities for fire flows or other purposes are being requested? yes _____ no _____

If yes, the following capacities are needed: _____

¹ Unless otherwise specified elsewhere in this Agreement, the retail public water utility service requirements set forth in this Attachment "C" shall govern all aspects the parties' obligations one to the other. Unless it is clearly and unequivocally states in this Attachment "C" that Developer is requesting additional reserved water capacities for fire flows or other purposes, CMWSC shall only be obligated to provide the service capacities for domestic potable water service, under the 30 TAC Chapter 290, Subchapter D, for the number of consuming facilities, by meter size or GPM water demand, indicated in this Attachment "C".

6. Is public utility easement required? yes _____ no _____

Are required easements shown on Attachment "A"? yes ____ no _____

If not, attach plat or diagraph showing all required easements.

7. Is phased development of a larger tract planned? yes ____ no _____

8. Is phased water utility service requested?² yes ____ no _____

If phased service, number of phases? _____

Time intervals between phases: _____

9. Date domestic potable water service requested to begin: _____

10. Is non-potable construction or landscaping water service being requested?

yes ____ no _____

If yes, date requested to begin: _____

Describe type and quantity of non-potable construction or landscaping water service being requested. _____

11. Other terms unique to this non-standard service request:

Initialed acceptance of information shown on Attachment "B":

Developer _____ CMWSC _____

² If the property is to be developed in phases and the Developer desires the water system to be constructed in corresponding phases and such phased construction is deemed desirable and acceptable to CMWSC at its sole discretion, Developer shall be required to execute a separate Non-Standard Service Agreement for each development and construction phase. Information on all phases is being requested to assist CMWSC plan for its long-term capacity requirements. No reservations

of water service capacities will be made for future phases.

“WSC”

DEVELOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT FOR TEMPORARY WATER SERVICE

The water utility service applicant indicated below (“Customer”) has applied for water utility service from Creedmoor Maha Water Supply Corporation (“Utility”) at the service location indicated below. Under state public health and water utility service regulations [30 TAC 290.46(j)], Utility may not provide continuous potable water utility service to any new construction, to any existing service location where significant plumbing modifications have been made, or to any location where Utility has reason to believe that a cross-connection or other undesirable or unsafe condition exists until the service applicant or customer presents Utility with an executed Customer Service Inspection Certificate (30 TAC 290.47-Appendix D). It is Customer’s sole obligation and responsibility, at his/her expense, to have the necessary inspection performed by a properly licensed inspector. Neither Utility nor its operators perform customer service inspections.

Notwithstanding this inspection requirement before permanent water service can be provided, Utility is allowed to provide Customer with temporary water service for construction purposes only. Utility agrees to provide such temporary construction water service at its standard rates and conditions of service upon Customer’s agreement that:

- 1. The water service provided will be used for construction or landscaping purposes only.**
- 2. The water provided will not be consumed by humans or animals.**
- 3. Customer will notify Utility in writing when to initiate the temporary construction service.**
- 4. Customer will notify Utility in writing when construction at the indicated service location has ended.**
- 5. Customer agrees not to occupy or reside in the indicated service location until Customer has delivered a fully executed Customer Service Inspection Certificate to Utility.**

If Customer fails to abide by any provision of this agreement, water service to the indicated service location will be terminated and will not be restored under any circumstances until a fully executed Customer Service Inspection Certificate has been delivered to Utility. Termination will be made without notice if, in the opinion of Utility’s licensed operator(s), Customer’s service creates an immediate hazard to public health and safety. If no such hazard exists, Customer shall be notified and given a limited time to come into compliance. Utility’s state-approved reconnect fee will be charged as a condition of service restoration if temporary water service is terminated for breach of this agreement.

1. Customer name: _____

2. Customer's billing address: _____

3. Customer's phone number: () _____

4. Service location: _____

Subdivision: _____

Entered into in _____ County, Texas on the _____ day of
_____, 20_____.

Customer:

BY: _____

Creedmoor-Maha Water Supply Corporation

BY: _____

TARIFF

OF

Creedmoor-Maha Water Supply Corporation

MISCELLANEOUS TRANSACTION FORMS

ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS

NAME: _____

METER #: _____

ADDRESS: _____

ACCT. #: _____

I hereby authorize Creedmoor Maha Water Supply Corporation to send all billings on my account to the person(s) and address below until further written notice:

I understand that under this agreement that I will be given notice by the Corporation of all delinquencies on this account prior to disconnection of service. A notification fee shall be charged to the account in accordance with the provisions of the Corporation's Tariff.

I also understand that I am responsible to see that this account balance is kept current, as is any other account in the Corporation. This account shall not be reinstated until all debt on the account has been retired.

Signature: _____

Date: _____

LAW EFFECTS CONFIDENTIALITY OF UTILITY RECORDS

The Texas Legislature passed H.B. 859 to allow various utilities to maintain confidentiality of certain records at the request of the Customer. Effective September 1, 1993, H.B. 859 provides that a government operated utility which provides water, sewer, garbage, gas, or electricity for compensation, may not disclose personal information in a Customer's account records if the Customer requests in writing that the utility keep the information confidential. The utility is required to include with a bill sent to each of its Customers a notice of the Customer's right to request confidentiality of personal information as well as any applicable fee or form required to comply with such requests. Personal information means an individual's address, telephone number, or social security number. This bill applies to WSC's, cities, districts and all governmental bodies who are subject to the Open Records Act.

Such confidentiality does not prohibit a WSC from disclosing the name and address of each Member on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with any annual or special meeting of the Corporation's members.

The attached forms are designed for your use and may be copied, customized to your utility's needs, and mailed to each Customer as required by law. Note the following instructions:

Form is for use by water supply corporations.

Type your address in the appropriate spaces.

Fill in the charge for the service (not to exceed \$5.00).

YOU CAN REQUEST THAT PERSONAL INFORMATION CONTAINED IN OUR UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS

The Texas Legislature enacted a bill, effective September 1, 1993, allowing publicly-owned utilities to give their Customers the option of making the Customer's address, telephone number, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of \$5.00 to cover the cost of postage and implementation that must be paid at the time of request.

HOW CAN YOU REQUEST THIS?

Simply complete the form at the bottom of this page and return it with your check or money order for \$5.00 to:

Creedmoor Maha Water Supply Corporation
12100 Laws Road
Buda, Texas 78610

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the Customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, electricity, or drainage service for compensation.

Detach and Return this Section

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$5.00 for this service.

Name of Account Holder

Account Number

Address

Area Code / Telephone Number

City, State, Zip Code

Signature

CUSTOMER NOTICE OF WATER RATIONING

DATE: _____

TO: Customers of Creedmoor-Maha Water Supply Corporation

FROM: George Patterson, General Manager, Creedmoor-Maha WSC

Due to extreme water usage during the past weeks, our system is unable to meet the demand of all water needs. Therefore, under our Emergency Water Rationing Program on file with the Texas Commission on Environmental Quality, Stage _____ - _____ Rationing will begin on _____ and will be in effect no later than _____ or until the situation improves.

Stage _____ rationing allows:

The Board has authorized the installation of a flow restrictor in your line if you are found violating these rules. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from this rationing program, please contact us in writing at the address above. A complete copy of our approved Rationing Program is available for review at our business office.

Thank you for your cooperation.

Creedmoor-Maha WSC Management

*Note: *Please attach Deed of Trust or other proof of ownership for permanent record.*

MEMBERSHIP TRANSFER AUTHORIZATION

Transferor hereby surrenders Membership in the Creedmoor-Maha WSC by execution of the attached Stock Certificate. Water service rights granted by Membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of the Creedmoor-Maha WSC.

By execution hereof, the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of Membership in accordance with the laws of the State of Texas.

1. The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
2. The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
3. The Membership is transferred without compensation or by sale to the Corporation; or
4. The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

Transferee understands that qualification for Membership is not binding on the Corporation and does not qualify Member for continued water service unless the following terms and conditions are met:

1. This Membership Transfer Authorization Form is completed by the Transferor and Transferee;
2. The Transferee has completed the required Application Packet;
3. All indebtedness due the Corporation has been paid;
4. The Membership Certificate has been surrendered, properly endorsed, by the record Transferor;
5. The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose; and
6. Any other terms and conditions of the Corporation's Tariff are properly met.

MEMBERSHIP TRANSFER AUTHORIZATION (CONTINUED)

Signature of Transferor

Signature of Transferee

Transferor's Name (Printed)

Transferee's Name (Printed)

Forwarding Address

Current Address

City, State, Zip Code

City, State, Zip Code

Phone

Phone

Account Number _____ Final Reading _____ Reading Date _____

Location of Meter _____

Note: A membership transfer fee and a final reading fee are charged to the Transferor on all transfers. Transferor may be due a refund of the Membership Fee, and Transferee understands that he/she must place on deposit a refundable Membership Fee with the Corporation.

ACKNOWLEDGMENT

The State of Texas

County of _____

IN WITNESS WHEREOF the said Transferor and Transferee have executed this instrument this _____ day of _____, 20____.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and consideration therein expressed.

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

(SEAL)

Print Name: _____

Commission expires: _____

Notary Public in and for the State of Texas

**CREEDMOOR-MAHA WATER SUPPLY CORPORATION
METER TEST/CONSUMPTION TEST AUTHORIZATION AND TEST REPORT**

NAME: _____

ADDRESS: _____

DATE OF REQUEST: _____

PHONE NUMBER (DAY): _____

ACCOUNT NUMBER: _____

METER SERIAL NUMBER: _____

REASONS FOR REQUEST: _____

Members requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. Member acknowledges and agrees that an initial field test may be performed using a calibrated or marked volumetric container. A subsequent bench test of the meter will be performed thereafter if the field test indicates the meter tests high. The subsequent test shall be conducted in accordance with the American Water Works Association standards and methods on certified test bench. Member agrees to pay the greater of the Corporation's experienced cost of testing by a third-party agency or \$75.00 for the test if the results indicate an AWWA acceptable performance, plus any outstanding water utility service. In the event that the Member is required to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Member after the date of the test.

Signed by Member

TEST RESULTS

Low Flow (1/4 GPM) _____% AWWA Standard 97.0 – 103.0%

Intermediate (2 GPM) _____% AWWA Standard 98.5 – 101.5%

High Flow (10 GPM) _____% AWWA Standard 98.5 – 101.5%

Register test _____ minutes at _____ gallons per minute recorded per _____ gallons.

Meter tests accurately; no adjustments due.

Meter tests high; adjustment due on water charges by _____%.

Meter tests low; no adjustment due.

Test conducted by _____ Report approved by _____

**CREEDMOOR-MAHA WSC
NOTICE TO OWNER OF RENTAL PROPERTY**

You are hereby given notice that your renter/lessee is past due on your account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and the utility service will be scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern restoration of disconnected service. A fee of \$5.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to the owner. If you have any questions concerning the status of this account, please do not hesitate to call.

CREEDMOOR-MAHA WSC MANAGEMENT

Amount Due Including Service Charges _____

Final Due Date _____

**NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND
SERVICE EXTENSION POLICY OF
CREEDMOOR-MAHA WATER SUPPLY CORPORATION**

Pursuant to Chapter 13.2502 of the Texas Water Code, Creedmoor Maha Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Creedmoor Maha Water Supply Corporation, Certificate of Convenience and Necessity No. 11029, in Travis, Hays, Bastrop, and Caldwell Counties, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water service connections on a single contiguous tract of land must comply with the subdivision service extension policies (the "Subdivision Policy" stated in Creedmoor Maha Water Supply Corporation's tariff).

Creedmoor Maha Water Supply Corporation is not required to extend retail water utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Among other requirements, the Subdivision Policy requires:

Applicable elements of the Subdivision Policy, depending on the specific circumstances of the subdivision service, may include:

Evaluation by Creedmoor Maha Water Supply Corporation of the impact a proposed subdivision service extension will make on Creedmoor Maha Water Supply Corporation's water supply system and payment of the costs for this evaluation;

Payment of fees for reserving water supply capacity;

Forfeiture of reserved water supply service capacity for failure to pay applicable fees;

Payment of costs of any improvements to Creedmoor Maha Water Supply Corporation's system that is necessary to provide the water service;

Construction according to design approved by Creedmoor Maha Water Supply Corporation and dedication by the developer of water facilities within the subdivision following inspection.

Creedmoor Maha Water Supply Corporation's tariff and a map showing Creedmoor Maha Water Supply Corporation's service area may be reviewed at Creedmoor Maha Water Supply Corporation's offices, at 12100 Laws Road, Buda, Texas 78610; the tariff and service area map also are filed or recorded at the Public Utility Commission of Texas in Austin, Texas and may be reviewed by contacting the Public Utility Commission of Texas.

CREEDMOOR-MAHA WATER SUPPLY CORPORATION

NOTICE OF RETURNED CHECK

TO:

DATE:

CHECK NUMBER:

AMOUNT OF CHECK:

Your check has been returned to us by your bank for the following reasons:

You have ten days from the date of this notice in which to redeem the returned check and pay an additional \$30.00 Returned Check Fee. Redemption of the returned check and payment of additional fees may be made by cash, money order, or certified check. If you have not redeemed the returned check and paid the additional service fees within ten (10) days, your utility service will be disconnected. If you have two or more returned checks within a twelve month period, you will be required to make future utility bill payments in cash or by money order for a period of twelve months.

CREEDMOOR-MAHA WATER SUPPLY CORPORATION MANAGEMENT

**CREEDMOOR-MAHA WATER SUPPLY CORPORATION
REQUEST FOR SERVICE DISCONTINUANCE**

I, _____, hereby request that my water meter (SSN # _____) or account number _____ located on _____, be disconnected from Creedmoor Maha Water Supply Corporation service and that my membership fee be refunded to me. I understand that if I should ever want my service reinstated I may have to reapply for service as a new Member and I may have to pay all costs as indicated in a then current copy of the Water Supply Corporation Tariff. Future ability to provide service will be dependent upon system capacity, which I understand may be limited and may require capital improvements to deliver adequate service. I also understand that these improvements will be at my cost. I further represent to the Corporation that my spouse joins me in this request and I am authorized to execute this Request for Service Discontinuance on behalf of my spouse.

Signature

Date

**CREEDMOOR-MAHA WATER SUPPLY CORPORATION
RIGHT-OF-WAY EASEMENT DENIAL FORM AND AFFIDAVIT**

Property Owner's Name

Legal Description of Property

Creedmoor-Maha Water Supply Corporation has attempted to acquire an easement for a community water distribution system across your property. It is now necessary to require an easement either be granted or refused by you within thirty (30) days after receipt of this notice. Attached is Creedmoor-Maha WSC's standard easement, sign the middle portion of this document and return it to us, at which time this document will be filed in our office. Failure to return this document or the attached easement will result in a copy of this document being completed and signed by us to keep on file for future reference purposes. Failure to grant easement does not relieve Creedmoor Maha WSC of the obligation to serve water to the aforementioned property in the future, but does make the then current property owner, at time of application for water service, responsible for the financial burden of moving the water line from public right-of-way to private right-of-way plus any other normal charges for service. For further clarification, contact our office at 12100 Laws Road, Buda, Texas 78610, (512) 243-2113, Fax (512) 243-2137.

I, _____ hereby refuse Creedmoor-Maha WSC easement for a community water distribution system on the aforementioned property.

Signature of Property Owner

AFFIDAVIT

Being duly sworn upon my oath, I hereby certify that this is a true copy of the document sent by certified mail to _____ on _____, and a signed receipt verifying delivery and acceptance is on file in the office of Creedmoor-Maha WSC, 12100 Laws Road, Buda, Texas 78610. I further certify a signed easement or signed refusal of easement was not received within thirty (30) days following receipt by property. I further state under oath that the engineer for the Corporation has furnished the property owner an estimate of cost for rerouting pipeline for which easement was denied to private property.

Official of Creedmoor-Maha WSC

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT was acknowledged before me on _____, 20____ by _____.

(SEAL)
My Commission Expires: _____

Notary Public in and for the State of Texas

**CREEDMOOR-MAHA WATER SUPPLY CORPORATION
TERMINATION NOTICE**

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED TERMINATION:

You are hereby advised that the delinquent status of your account is jeopardizing your Membership with the Corporation. If our office does not receive payment during business hours within ten days of the date of this notice, your utility service will be terminated. To regain service after termination, you must re-apply for a new Membership and pay all costs applicable to purchasing a new Membership under the terms of the Corporation's Tariff and bylaws. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances.

Total past due charges: \$ _____

Estimated reconnect fees: _____ delinquent reconnect fee

_____ \$100 membership fee
_____ Other _____

_____ Other _____

_____ Other _____

Total due to avoid disconnection: \$ _____

Creedmoor-Maha Water Supply Corporation
12100 Laws Road
Buda, Texas 78610
(512) 243-2113, Fax (512) 243-2137
Business Hours: 8:30 – 5:00, M-F

**WASTEWATER BILLING SERVICES FOR A RETAIL PUBLIC UTILITY
PROVIDED BY A NON-PROFIT WATER SUPPLY CORPORATION**

AGREEMENT

Creedmoor-Maha Water Supply Corporation (“WSC”) and the City of _____, for the consideration and purposes herein expressed enter into the following agreement regarding sewer collection services provided by _____ (city) to various businesses and residents in the areas listed in Exhibit “A”, but in no other areas:

WHEREAS, _____ is a home rule city located in _____, County, Texas;

WHEREAS, WSC is a nonprofit water supply corporation organized pursuant to Tex. Rev. Civ. Stat. Art. 1434a;

WHEREAS, _____ provides retail water utility service in _____ County, pursuant to Texas Commission on Environmental Quality Certificate of Convenience and Necessity No. _____;

WHEREAS, _____ provided sanitary sewer service for its residents, some of whom are provided water utility service by _____ and;

WHEREAS, it is recognized that the provision of sanitary sewer service to _____ residents is integrally related to WSC’s separate provision of water service to the same Customers such that joint billing and collection practices are in the public interest;

WHEREAS, _____ desires to enter into an agreement with _____ to facilitate the billing and collection of charges due from _____ residents for the sanitary sewer service provided;

NOW, THEREFORE, _____ (city) and WSC agree as follows:

1. **Agency of WSC.** Subject to the terms of this Agreement, WSC agrees to serve as the agent for city for the purposes of billing and collecting sanitary sewer service fees from Customers of WSC who: (1) are recipients of sanitary sewer services from city; and (2) have executed a copy of the application for sanitary service attached to this agreement or an application in substantially similar form. During the term of this agreement, city will be solely responsible for providing to WSC, and at all times maintaining, a current list of its customers to be billed by WSC pursuant to the terms of the Agreement, which list shall contain the following information for each Customer: (a) the Customer’s name and address; (b) the type of sanitary sewer service to be billed by WSC on city’s behalf; and (c) the amount to be billed.

2. **Payment Based on Sewer Rate Ordinance for Sewer Collection.** WSC agrees to add the fees due to city in the amounts indicated by city, to its monthly bills to Customers.

Each fee for sanitary sewer service will be stated separately on such bills. City agrees to coordinate with WSC so that the payment for the sanitary sewer services billed by the WSC on city's behalf shall be due at the same time and under the same terms as the payment billed by WSC for water utility services. Upon receipt of payment due city for sanitary sewer services, WSC will deposit such sums in an account in WSC's depository bank, commingled with payments made for WSC water utility services. The funds, less unpaid fees charged by WSC for services as set forth in this Agreement, shall be forwarded to city no less frequently than once a month. The funds shall be sent to city in the amounts due as reflected on the monthly bills to the Customers, less WSC's unpaid fees as set forth in this Agreement. At the time such funds are forwarded to City, WSC will also forward an accounting of the Customers from whom payment is received, the period and type of services for which payment is made, and the fees retained by WSC from payments made pursuant to this Agreement with prior notice of at least 72 hours and during WSC business hours.

3. **Priority.** When payment for water and sewer collection by any Customer is made, WSC shall apply the funds paid first to any indebtedness of the Customer to WSC and then to the payment of any indebtedness of city.

4. **Delinquency/Disconnection.** WSC agrees to use its best efforts, in the exercise of the discretion granted under this Agreement, to collect amounts due to city from Customers for sanitary sewer service. If at any time any Customer fails to pay any amounts collectible by WSC pursuant to the terms of this Agreement, WSC is authorized to terminate water utility services to the Customer as deemed appropriate by WSC in accordance with the procedure specified in any applicable tariff and service regulations of WSC then in effect. WSC's failure to disconnect any service shall not be an event of default under this agreement but shall entitle city to discontinue payment of the monthly fee for that account as specified in paragraph 7 below from the date service could have been disconnected under this agreement until disconnection occurs. WSC shall notify city of all Customer accounts that are delinquent and have been disconnected.

5. **Reconnection.** In the event water service is disconnected for nonpayment of sanitary sewer service charges, except as otherwise required by law or as agreed to by city, WSC agrees not to provide water services to that Customer until WSC's receipt of payment of all delinquent sewer collection charges, plus any applicable charges which are then collectable in accordance with city's ordinances or other applicable law.

6. **Affect on Provision of Water.** This agreement shall not affect or in any way impair WSC's rights and obligations with respect to its Customers or the provision of water utility services except as specifically and expressly set forth in the Agreement and as allowed by law.

7. **Fees.** For each sanitary sewer service account collected by WSC, City agrees to pay WSC the sum of \$5.00 as an initial set up fee for establishing WSC billing and collection procedures. This set up fee is to be paid when city notifies WSC that a new account is to be collected by WSC. In addition, city agrees to pay to WSC monthly on or before the 15th day of each month, a service charge of \$1.00 for each active account. The monthly fee will be paid

until the end of the month in which city removes the account from the Customer list provided to WSC under paragraph 1 of this agreement. If city subsequently requests WSC to reinstate an account that has been removed from the sewer service Customer list, a reinstatement fee of \$5.00 per account will be paid to WSC by City.

8. **Purpose of Agreement/Indemnity.** This Agreement is made for the purpose of facilitating the billing and collection of fees for sanitary sewer services provided by city. No partnership or joint venture is intended to be created hereby. WSC's sole responsibility is that of the city's agent for billing and collection purposes and WSC shall have no responsibility for, and city shall indemnify, defend and hold WSC harmless from any damage, claims, demands, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any act or omission of WSC or city, their agents, employees, or representatives in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by WSC or by the City, which does not amount to gross negligence or willful misconduct on the part of city, its agents, employees, or representative. This indemnity shall also extent to, but shall not be limited to, any cost, expense or fee, including attorney's fees, costs of court or expert fees, incurred by WSC relating to or arising from any such damages, claims, demands or causes of action.

9. **Right to Terminate.** This Agreement may be terminated by any party at any time by giving the other party sixty (60) days advance notice of its intent to terminate the Agreement.

10. **Automatic Termination.** If any provision of the Agreement is determined by any regulatory or judicial body to be invalid, in violation of any law, or to be contrary to the rules, regulations, or orders of such body, or if any party to the Agreement is ordered or required by such body not to comply with any provision of this Agreement, the Agreement automatically and without notice terminates without penalty at the time such order becomes final and no longer appealable.

11. **Termination upon Default.** Any party may terminate this Agreement following a default by the other party in the performance of this Agreement and the failure to correct said default within thirty (30) days after written notice of default has been provided by the non-defaulting party.

12. **Attorney's Fees.** The prevailing party in any legal proceeding against any other party to this Agreement brought under or which relates to the Agreement or a breach thereof shall, in addition to its damages, shall be entitled to recover its costs and reasonable attorney's fees.

13. **Notices.** Any notice or communication required or permitted to be given hereunder shall be sufficiently given when received by any other party and must be: (1) delivered by hand delivery; or (2) mailed by certified mail, postage prepaid, return receipt requested, to the address indicated on the signature page of this Agreement, or at such other

addresses as may hereafter be furnished in writing by any party to all other parties, and such notice shall be deemed to have been given as of the date so delivered or mailed.

14. **No Third Party Beneficiaries.** This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. **Miscellaneous Provisions.** This Agreement contains all of the understandings and agreements between the parties with respect to the subject matter hereof, and the terms and conditions of the Agreement may be changed only by written amendments agreed to by both parties. This Agreement replaces and supersedes all prior agreements of the parties with respect to the subject matter hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns; provided that, except as otherwise provided in this Agreement, no party may assign its interest in this Agreement without prior written consent of all the other parties. A waiver by any party of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. The section and subsection headings in this Agreement are for convenience. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

16. **Binding Arbitration.** It is agreed that all questions as to rights and obligations arising under the terms of this Agreement are subject to binding arbitration, as governed by the provisions of the Texas General Arbitration Act, TEX. REV. CIV. STAT. ANN. ART.224 et. seq. as amended. This paragraph is to be broadly construed.

17. Any amount due and unpaid more than thirty (30) days shall accrue interest at the maximum rate allowed by law.

EXECUTED on the _____ day of _____, 20_____.

THE CITY OF _____

CREEDMOOR-MAHA WSC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

Attest:

City Secretary: _____

WSC Secretary: _____

App. # _____

CITY OF _____
Code Enforcement Department
Application for Sanitary Sewer Service

Date: _____ Permit # _____ Amount: _____

Name: _____

Street Address: _____

Mailing Address: _____

Legal Description: _____

I/we _____ agree to pay monthly sanitary sewer service fees to the City of _____ through the WSC's billing office. If I/we fail to pay the monthly fees for sanitary sewer service, I/we authorize and agree to WSC to disconnect my/our water meter and to withhold water service until such delinquency is made current.

Signature of Applicant(s) _____ Date _____

Permit Issued By _____ Date _____

(For use by the City Utility Billing Department)

The City of _____ requests that WSC begin charging _____ for monthly sanitary sewer service at a rate of _____. Services commence on _____ (application date).
Upon receipt of application, charges will be reflected in

TARIFF

OF

**Creedmoor-Maha Water
Supply Corporation**

MISCELLANEOUS

TARIFF FILING REQUIREMENTS

All water supply or sewer service corporations are required to file their tariff with the Public Utility Commission of Texas for information purposes only. Tariffs should be filed with the Public Utility Commission of Texas filing clerk at the following address:

**Public Utility Commission of Texas
Central Records
1701 North Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326**

Utilities failing to comply with the Commission's rules may be subject to fines and penalties.

Customer Connection Fee

The Corporation shall charge all new connections a Customer Connection Fee as set by Board of Directors in the Corporation's approved tariff. The Base Customer Connection Fee shall be the required contribution for standard service at new location for 5/8" x 3/4" meter. The Base Customer Connection Fee shall be adjusted for larger meters per AWWA meter equivalency factors approved in tariff. Funds collected through Customer Connection Fees shall provide funding for new production, storage treatment and pressure capacity construction to meet the additional service demand created by the applicant's proposed service. If new and adequate capacity is already available at the time a new service application is made, the Customer Connection Fee shall compensate the Corporation for this capacity without burdening other members. Where necessary, the Customer Connection Fee funds may be used for transmission line upgrades, replacements or installation where such construction will benefit the water system as a whole or significant portion of it. If a developer or other multi-connection service applicant installs production, storage, treatment, pressure or transmission facilities for the benefit of the Corporation, the developer or multi-connection service applicant may receive a reduction in the amount of per connection Customer Connection Fee it would otherwise pay, as may be approved by the Corporation's Board of Directors, in an amount not to exceed the money value of the original cost of the facilities constructed for the Corporation's benefit.

5/8" x 3/4" METER EQUIVALENTS

BASED ON AWWA SPECIFICATIONS AND DESIGN CRITERIA

METER SIZE RATE OF FLOW	RECOMMENDED CONTINUOUS EQUIVALENTS	RESIDENTIAL METER
5/8" x 3/4"	10.0 GPM	1.00
3/4"	15.0 GPM	1.50
1"	25.0 GPM	2.50
1 1/2"	50.0 GPM	5.00
2"	80.0 GPM	8.00
3" DISP.	90.0 GPM	9.00
3" CMPD.	160.0 GPM	16.00
3" TURB.	175.0 GPM	17.50
4" CMPD.	250.0 GPM	25.00
4" TURB.	300.0 GPM	30.00
6" CMPD.	500.0 GPM	50.00
6" TURB.	625.0 GPM	62.50
8" CMPD.	800.0 GPM	80.00
10" CMPD.	1,150.0 GPM	115.00

NOTE: ALTHOUGH AWWA DOES NOT RECOMMEND A CONTINUOUS FLOW OF GREATER THAN 50 PERCENT FOR DISPLACEMENT AND MULTIJET METERS, METER EQUIVALENTS ARE CALCULATED ON A PROPORTIONAL BASIS AND REMAIN THE SAME REGARDLESS OF ALLOWABLE RATES.

SANITARY CONTROL EASEMENT

DATE: _____, 20_____

GRANTOR: _____

GRANTOR'S ADDRESS: _____

GRANTEE: _____

GRANTEE'S ADDRESS: _____

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.

2. The construction, existence, and/or operation of the following within a 150-foot radius of the well described and located below are prohibited: septic tank or sewage treatment perforated drainfields; areas irrigated by low dosage, low angle spray on-site sewage facilities; absorption beds; evapotranspiration beds; abandoned, inoperative or improperly constructed water wells of any depth; underground petroleum and chemical storage tanks or liquid transmission pipelines; sewage treatment plants; sewage wet wells; sewage pumping stations; drainage ditches which contains industrial waste discharges or wastes from sewage treatment systems; animal feed lots; solid waste disposal sites, landfill and dump sites; lands on which sewage plant or septic tank sludge is applied; lands irrigated by sewage plant effluent; military facilities; industrial facilities; wood - treatment facilities; liquid petroleum and petrochemical production, storage, and transmission facilities; Class 1, 2, 3, 4 and 5 injection wells; pesticide storage and mixing facilities; and all other constructions or operations that could pollute the groundwater sources of the well that is the subject of this easement. For the purpose of this easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.

3. The construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, cemeteries, and/or livestock in pastures is specifically prohibited within a 50-foot radius of the water well described and located below.

4. This easement permits the construction of homes or buildings upon the Grantor's property as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.

The Grantor's property subject to this Easement is described in the documents recorded at:

Volume _____ Pages _____ of the Real Property Records of _____ County, Texas.

PROPERTY SUBJECT TO EASEMENT:

All of that area within a 150-foot radius of the water well located _____ feet at a radial of _____ degrees from the _____ corner of Lot _____ of a Subdivision of Record in Book _____ Page _____ of the County Plat Records, _____ County, Texas.

TERM:

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION:

Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor(s), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR(S)

By: _____

By: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on the _____ day of _____, 20____, personally appeared known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Notary Public in and for
The State of Texas

My Commission Expires: _____

Typed or Printed Name of Notary

HUSBAND AND WIFE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on the _____ day of _____, 20____, Personally appeared _____, husband and _____ wife, Known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Notary Public in and for
The State of Texas

My Commission Expires: _____

Typed or Printed Name of Notary

CREEDMOOR-MAHA WATER SUPPLY CORPORATION

REQUIRED SPECIFICATIONS FOR PLANT AND FACILITIES CONSTRUCTION

Unless otherwise approved by the Board of Directors, all plant, facilities, equipment, lines, controls and other appurtenances to the water system shall be constructed according to the uniform standards of construction prepared by the Corporation's consulting engineer. Those specifications follow this page but are subject to change. Questions about the Corporation's uniform standards of construction should be directed to:

MRB GROUP

8834 N. Capital of Texas Hwy.

Suite 147

Austin, Texas 78759

Phone: [\(512\) 436-8571](tel:5124368571)

MRB Group is our utility engineering firm. CMWSC adopted the City of Austin's detail and specifications for Construction.