

# **TARIFF**

**of**

**Creedmoor-Maha Water Supply Corporation**

**13709 Schriber Road  
Buda, Texas 78610  
(512) 243-2113**

**June – 2024**

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

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## 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 and consisting of Section A through G and attachments 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, 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 Tariff. If any section, paragraph, sentence, clause, phrase, or word 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 June 26, 2024.

PASSED and APPROVED by vote of the Board of Directors on June 26, 2024.

  
John Gray, Board President



ATTEST:

  
Rebecca Richards, Secretary / Treasurer



**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.

**Master-Metered Service Complex** – A complex in which a single meter serves two (2) or more residential dwelling units.

**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 this 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.

**Meter-Tampering, By-Passing, or Diversion** – Tampering with the Corporation’s service equipment, by-passing the same, or other instances of diversion, such as: (1) removing a locking or shut-off device used by the Corporation to discontinue service; (2) physically disorienting the meter or register; (3) attaching objects to the meter to divert service or to by-pass; (4) inserting objects into the meter; and (4) other electrical and mechanical means of tampering with, by-passing, or diverting service.

**Non-Standard Service** – A service request which requires a larger than one (1) inch 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; (5) industrial Customers; and (6) wholesale Customers.

**Pressure Regulating Valve or Pressure Regulation 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.

**Reserved Service Charge** –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).

**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.

**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.

**Standard Service** – 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 single residential-sized meter lot with a lawn sprinkler system shall be considered Standard Service.

**System Connection Fee, Equity Buy in Fee, or Impact 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.

**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 to 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 D of this Tariff are met. Applicants 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. This term includes any successor agencies.

**Transferee** – An Applicant receiving a CMWSC membership by legal means from a person or entity desiring to forfeit and transfer current rights of membership to another person or entity.

**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.

**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.

## **SECTION C: GEOGRAPHIC AREA SERVED**

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: 13709 Schriber Road  
Buda, Texas 78610

2. General Description and Location of Service Area:

Portions of Travis County, Hays County, Bastrop County, and Caldwell County, including Mustang Ridge and Creedmoor.

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, 7<sup>th</sup> 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.

A copy of Certificate No. 11029 is included as Attachment 4.



## SECTION D: SERVICE RULES AND REGULATIONS

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

2. **Application Procedures and Requirements.** 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 Standard Service and Non-Standard Service. Except for temporary water service, the service requirements as prescribed by Section E of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service, in addition those stated below in Section D.2.a.

### a. Requirements for Standard and Non-Standard Service.

- i. 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 plants 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.
- ii. All members must grant the Corporation an exclusive right of way easement, or other easement(s) that are necessary to serve any part of the Corporation's CCN, free as charge as a condition of membership. This covenant runs with the land in perpetuity with the chain of title.
- iii. 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)).
- iv. Each consuming facility using Corporation-supplied water must 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 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, or 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; and
  - F. owners of mobile home parks, trailer parks, and RV parks applying for water service must provide satisfactory evidence that all applicable sections of the Travis County Subdivision Regulations and TCEQ's Rules and Regulations for Public Drinking Water Systems 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 that are currently connected to the 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.
- v. Notice of application approval and estimated 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 Texas Administrative Code Section 291.81(a)(1)).
  - vi. 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 an easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal recorded in the public records file, the Applicant, prior to receiving the requested service, shall grant an 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.**

- vii. 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.

**b. Activation of Standard Service.**

- i. **New Tap.** The Corporation shall charge a non-refundable service connection fee, which 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 Texas Administrative Code Section 291.86(a)(1)(A)).
- ii. **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.
- iii. **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, receipt of all required permits, 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.
- iv. **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. 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 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 or her 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.

- v. **Recreational Vehicle Water Usage.** RVs visiting CMWSC water meter hosts may share the host's purchased water, provided the RV is registered with CMWSC. 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 (2) 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 an 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 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 administrative fee until such notification is completed. In the event the RV owner chooses to remain beyond the total four (4) month period allowed, 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.

3. **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. Applicants/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff, Sub-Section 13.a.

4. **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 bylaws 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.**
- i. 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;
    - B. The membership is transferred without compensation to a person related to the Transferor within the second degree of consanguinity;
    - 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.
  - ii. 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.
  - iii. 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. Transfer Authorization Form, included in the Miscellaneous Transaction Forms Section of this Tariff, has been completed by the Transferor and Transferee;

- B. The Transferee has completed the required Applicant Packet, included in Attachment 2;
  - C. All indebtedness due the Corporation has been paid;
  - D. The Membership Agreement has been surrendered and properly endorsed by the Transferor; and
  - D. The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service 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. 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.
- 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
- f. **Cancellation Due to Policy Non-Compliance.** The Corporation may cancel a membership anytime a Member fails to comply with policies or bylaws 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.
5. **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 to the 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.

6. **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 this 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 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 the Applicant or Transferee to comply with all of the Corporation's Rules and Regulations;
  - f. Failure of the Applicant or Transferee to provide Proof of Ownership, to the satisfaction of the Corporation, or for property for which the tap has been requested; or
  - g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.
  
7. **Applicant's or Transferee's Recourse.** In the event the Corporation refuses to serve an Applicant under the provisions of this Tariff, the Corporation must notify the Applicant in writing with the basis of its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the Corporation.
  
8. **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 and Regulations 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; or

- 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.

9. **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., an undetected break in the Member's plumbing.

10. **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.

11. **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. **The System Usage (Gallage) Charge** shall be billed at the rate specified in Attachment 1 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. **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 Water Supply Corporation, and City of Austin charges).
- BU = Previous 12 month's total system billed usage (gallons).

- d. **The Debt Service Surcharge** is allocated equally across the Members and ensures that the Corporation's rates and charges produce system revenues in an amount sufficient to satisfy



debt service requirements related to any Corporation Drinking Water State Revolving Fund loan from the Texas Water Development Board and/or the United States Department of Agriculture.

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

12. **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. 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.

13. **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:
  - i. **Returned Checks and ACH Drafts** – Prior to disconnection for a returned check or ACH Draft, the Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument (i.e. returned checks and ACH drafts) within ten (10) days of the date of the notice. 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 for any reason for any two billing periods within a twelve (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 twelve (12) months. Returned checks and ACH drafts can be removed after two (2) returns in a calendar year.
  - ii. Failure to pay a delinquent account for utility service or failure to comply with terms of a deferred payment agreement.
  - iii. 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.
  - iv. Failure of the Member to comply with this Tariff or the terms of the Corporation's Service Agreement, 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.

- v. 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.
- vi. Misinterpretation by any Applicant or Transferee of any fact on any form, document, or any other agreement required to be executed by the Corporation.
- vii. Failure of a Member to re-apply for service upon notification by the Corporation that the Member no longer meets the terms of the service classification originally applied for under the original service application.
- viii. Request by a sewer utility service provider who has entered into an agreement with the Corporation providing for such disconnection for failure to pay the sewer utility for its service.

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

- i. A known Dangerous or Hazardous Condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of Chapter 341 of the Texas Health and Safety Code, 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.
- ii. Service is connected without authority by a person who has not applied for service or who has reconnected service without authority following termination of service for nonpayment.
- iii. A Member tampers with the Corporation's meter or equipment, bypassing the meter or equipment, or other diversion of service. 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.
- iv. 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.** Water utility service may not be disconnected for any of the following reasons:

- i. 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.
  - ii. 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.
  - iii. 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.
  - iv. Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing that the guarantee is a condition precedent to service.
  - v. Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or such underbilling charges are due under Section D.17 of this Tariff, Inoperative Meters.
  - vi. Failure of the Member to pay an 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.
  - vii. 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 in this Section D.13, Rules of Disconnection of Service.
- 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.
- e. **Disconnection Due to Utility Abandonment.** The Corporation may not abandon a Member or Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality.
- 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 the following shall apply:

i. 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.

ii. At least five (5) days after providing notice to the Member and 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.

iii. The tenants may pay the Corporation for any delinquent bill on 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.

14. **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 date unless otherwise determined by the Corporation.

15. **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 the current membership except in cases involving the transfer of a membership conditioned upon payment of delinquent obligations by the Transferee.

16. **Disputed Bills.** In the event of a dispute between a Member and the Corporation regarding any bill, the Corporation shall conduct an investigation as shall be required by the particular case, and report the results in writing 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.

17. **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.

18. **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 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 the current membership except in cases involving the transfer of a membership conditioned on payment of delinquent obligations by the Transferee. 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.

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

- a. All payments for water utility service shall be delivered or mailed to the Corporation's business office at 13709 Schriber 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 Corporation's cutoff valve on the Corporation'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 one (1) inch meter or any Customer with irrigation or firefighting 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. The Customer shall be liable for any damage or injury to Corporation-owned property or personnel shown to be caused by the Customer, his or her invitees, agents, employees, or others directly under his or her control.
- e. Any Applicant or existing Member/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 Member/Customer 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.

- 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 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, leaks, or other conditions 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. The Customer/Member shall not connect, or allow any other person or party to connect, onto any water lines on his or her 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 Corporation. 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 (except the Member's individual service lines from the point of connection to the 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.

20. **Meter-Tampering, By-Passing and Diversion.** 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 this Section D 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.

21. **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.

22. **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 Section D.13 of this Tariff, Rules for Disconnection of Service.

23. **Member's Responsibility.**

- a. The Member shall provide access to the meter as per the 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.
- b. The Member shall be responsible for compliance with all Corporation, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.
  - i. 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 Texas Administrative Code Section 290.46).
  - ii. 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 Texas Administrative Code Section 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 the 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 this 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 American Water Works Association standards though 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.

**24. 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.

**25. Main Extension or Replacement 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. The 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. All new water mains shall be required to be constructed in a loop to avoid dead end mains. The Corporation's engineer shall determine the 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.
- e. The size of new or replacement transmission mains crossing under Interstate 35 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 twenty-four (24) inch diameter HPDE Ductile Iron Pipe DR 11 and encased in steel casing per TxDOT standards. If larger transmission main sizes are required by TCEQ regulations or applicable municipal building codes, the larger transmission main size shall control.

**26. 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.

27. **Penalties and Enforcement.**

- a. **Penalties** – Any person violating any provision of this Section D, as amended, may be subject to a fine for each violation. Each day that a violation of this Section D 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.
- b. **Liability for Costs** – Any person violating any provision of this Section D, as amended, 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.

28. **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 (5<sup>th</sup>) business day after the General Manager has issued his decision.

## SECTION E: 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 has failed to comply with the terms of this Tariff. Section 13.2502 of the Texas Water Code requires that notice be given herein, by publication, 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 considered Non-Standard. **Developers, subdivisions, and Non-Standard Service Applicants shall follow the Corporation's Rules and Regulations in Section D of this Tariff unless otherwise stated in this Section E.**
3. **Application of Rules.** This Section E may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness. The Board of Directors 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 E. Only the Board of Directors may alter or suspend these rules on the basis of unreasonable hardship on the Applicant that would unnecessarily delay the extension of service to an otherwise qualified service Applicant. The General Manager is authorized to alter or suspend the Corporation's Rules or Regulations 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 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 regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right of way, and 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 filed with the General Manager within three (3) 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 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 to cover initial administrative, legal, and engineering fees shall be paid to the Corporation. The balance of actual expenses shall be refundable to the Applicant and the Applicant shall pay any additional expenses incurred as a result of efforts by the Corporation to study the 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 Certificated Service Area, service may be extended, at the Corporation's sole discretion and without obligation, provided that:
  - i. The Service Location is contiguous to or within a one-fourth (1/4) mile of the Corporation's Certificated Service Area;
  - ii. The service location is not in an area receiving similar service from another utility; and
  - iii. 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 plan to the Board of Directors for review and approval.
  - i. 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 of Directors. If the Board determines that the Corporation can meet the Non-Standard Service request, the Board shall approve the plan 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 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.

- ii. The 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 therein within the prescribed time period, the Corporation's approval shall become void and the Applicant shall have to begin the application process anew.
- iii. 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.
- iv. 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 or fails to fully comply with any obligation imposed upon him or her by this Section E, the application is voided and all approvals and grandfathering of fees and charges are automatically withdrawn. The deadlines may be extended by the Board of Directors, or the General Manager with delegation from the Board, 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 new Non-Standard Service Application and begin the full application process over.

- v. Within the first ten (10) days of the 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 the 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.
- vi. After the design and construction plans are prepared, they shall be submitted to the Board of Directors 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 timeline of this Section E.4.f.6 or the application shall become void and the Applicant must start the application process anew.
- vii. After the Board has approved the design and construction plans, the Board 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).
- viii. 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 Non-Standard 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.

- ix. 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.
- x. 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 Board of Directors after the thirty (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 the 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 Non-Standard 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 the application for Non-

Standard 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. In the event the Corporation's engineer, with concurrence of the Board of Directors, determines that the Applicant's development is best 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) and/or Monthly Reserved Service Charges. This may occur when the Applicant pays for all of the production, storage treatment, pressure, and distribution plant requirements 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. 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.
- d. 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.
- e. 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 requirements 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.
- f. Terms by which the Corporation shall administer the Applicant's project with respect to:
  - i. Design of the Applicant's service facilities;



- ii. Securing and qualifying bids;
- iii. Execution of the Service Agreement;
- iv. Selection of a qualified bidder for construction;
- v. Execution of the Service Agreement;
- vi. Payment of all Tariff fees not heretofore paid, i.e.; impact, right-of-way, inspection, and tap fees;
- vii. Creation and funding of the escrow construction account;
- viii. Dispensing advanced funds for construction of facilities required for the Applicant's service;
- ix. Inspecting construction of facilities; and
- ix. Testing facilities and closing the project.
- g. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project contemplated.
- h. 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.
- i. 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.
- j. Terms by which the Board of Directors shall review and approve the Non-Standard 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 or her 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 the Corporation utility plant is permanently removed from public service.
- e. Easements and facility sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's rules and 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 Non-Standard 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 Non-Standard Service Agreement, the Applicant shall pay 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 E 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. **Interference with SCADA System.** 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.

13. **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.

**14. 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 firefighting 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 firefighting 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 firefighting, 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 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 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.

## SECTION F: SERVICE FEE REQUIREMENTS

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

Costs associated with each Fee are outlined in Attachment 1.

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, and all applicable costs for investigation and for providing service shall be quoted in writing to the Applicant within ten (10) working days of receiving the 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:
  - i. provide cost estimates of the project;
  - ii. present detailed plans and specifications as per Final Plat;
  - iii. advertise and accept bids for the project;
  - iv. present a Non-Standard Service Contract to the Applicant; and
  - v. 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.

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.

3. **Easement Fee.** When the Corporation determines that private right-of-way easements and/or facility 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 the 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 Attachment 1. 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.
- c. **Standard and Non-Standard Service Installations** shall include all costs of any pipeline relocations.

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 requirements 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.

6. **Monthly Charges**

- a. **Construction meters.** Construction meters require an application be submitted to the Corporation.
- b. **TCEQ Gross Receipts Assessment.** The Corporation shall collect from each of its retail Customers a regulatory assessment equal to one-half (1/2) 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 Texas Administrative Code Section 291.76(d)(2)).

- c. **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 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 ten (10) percent of the membership existing at the time of latest surcharge calculation.
- d. **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 fifteen (15) percent of each Member's monthly Debt Service Surcharge.

7. **Late Payment Fee.** A 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.

8. **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.

9. **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. If two or more checks are returned within any twelve (12) month period, the Customer shall be required to make future payments in cash or by money order for a period of twelve (12) months.

10. **Reconnect Fee.** If a Customer voluntarily terminates their service or fails to restore it within forty-five (45) days after disconnection for other causes and seeks to restore that service at the same location within twelve (12) months of the initial termination, the Customer shall be required to pay a service fee equal to the Service Availability Charge for their meter size and Customer class. If the service is inactive for more than twelve (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.

11. **Field Service Charges.** 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.

12. **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 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 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.**

13. **Customer History Report Fee.** A fee 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.

14. **Meter Accuracy Test.** The Corporation shall test a Member's meter and/or perform a consumption report test of the Member upon written request and prepayment of the fee. If the meter is determined to be inaccurate, the fee shall be refunded.

15. **Consumption Report Fees.** The Corporation shall obtain a consumption report at the request of a Member.

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



17. **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 in Chapter 552, of the Texas Government Code.

18. **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. Use of the temporary water supply for human consumption or occupancy is prohibited and grounds for immediate termination of services.

19. **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.

20. **Other Office Service Fees.**

- a. **Rental Account Status Charge.** A charge 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/Transferee 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 prepayment of the fee for the additional reading is required. If the initial reading was incorrect, the collected fee shall be refunded.
- c. **Service Call Fee.** In the event the Member/Transferee 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.
- d. **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, provided that the property to which the tap or meter is to be relocated is owned by the Member/Customer making the request.
- e. **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 service fee may be charged for unlocking the meter

21. **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.

22. **Penalties for Violation of Water Conservation Practices.** House Bill 1152 (78 Legislature Regular Session, 2003) empowered water supply corporations to enforce Customer water conservation practices by assessing reasonable penalties under the utilities' tariffs. A violation has occurred if a Member exceeds his or her previous year's twelve (12) month average monthly water usage by thirty percent (30%) or more in a single billing cycle during Stage II through IV droughts as determined by the Barton Springs/Edwards Aquifer Conservation District. Each time involuntary water use restrictions are lifted, a new cycle begins and each Customer has a violation count of zero (0). The penalty structure is as follows:

- a. **First Violation:** Written warning will be sent by the Corporation to the violating property owner and to the member. Warning will include: (1) an explanation describing the violation; (2) the requirements for compliance; and (3) a description of the penalties for failure to comply.
- b. **Second Violation:** up to \$100.00 penalty.
- c. **Each Subsequent Violation:** Up to \$100.00 plus an additional penalty amount equal to the water usage rate calculated at the maximum rate for the highest water usage.

For Example: If a Member's previous calendar year's average monthly water use was 5,000 gallons/month, a violation would occur if that member's one-month water usage exceeded 6,500 gallons. If that member committed a third violation in the same declared drought condition period, the penalty for that violation would be up to \$100.00 plus \$22.90 per 1,000 gallons in excess of 6,500 gallons.

## **SECTION G: 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 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 TCEQ by telephone at 512/239-4691, or electronic mail at [watermon@tceq.state.tx.us](mailto: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 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 – WATER CONSERVATION PERIOD**

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 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 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 – ALARM DROUGHT**

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 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 TCEQ<sup>1</sup> (notice to TCEQ is required). Stage II of the Plan

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<sup>1</sup> See Section 5 for TCEQ Notice requirements.

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.
- 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 – CRITICAL DROUGHT

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 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 TCEQ<sup>2</sup> (notice to 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.

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.

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<sup>2</sup> See Section 5 for TCEQ Notice requirements.

## 8.5 STAGE IV - EXCEPTIONAL DROUGHT AND EMERGENCY RESPONSE

If this response stage is triggered CMWSC will restrict the use of water as laid out in the previous stage(s). Additionally, CMWSC shall have the authority to deny service to any new connections and deny water supply to any new developments seeking water from CMWSC.

### 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.

**ATTACHMENT 1:  
Fee Schedule**

1. The Corporation accepts all payments in cash, personal check, money orders, or other methods that may be approved by the Corporation on a case-by-case basis. The Corporation does not accept third party checks.
2. **Standard Service Request Investigations** will be completed at the cost of \$320 per standard service request, and all applicable costs for investigation and for providing service shall be quoted in writing to the Applicant within ten (10) working days of receiving the application.
3. **The Membership Fee** for water service is \$100.00 for each service unit.
4. **The Customer Service Inspection fee** is \$75.00 for each new meter regardless of size.
5. **Meter Installation Fees** shall be charged as set forth below:

Meter Size	Improvement Fee	Membership Fee	Inspection Fee*	Easement Acquisition/Recording Fee	Meter Installation Fee	TOTAL
5/8"	4,600	100	75	100	1,179	6,064
3/4"	5,500	100	75	100	1,199	6,974
1"	8,500	100	75	100	1,279	10,054
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" 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 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 \$4,600.00 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.

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
<b>Total</b>	<b>\$6374</b>

**New Owner w/ Locked Meter**

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

\* 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
<b>Total</b>	<b>\$1,069</b>

\* 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 Base Charge:** The monthly base charge for metered water service, which includes NO gallons allowable, is based on demand by meter size. Rates for all Customer classes are as follows:

<u>METER SIZE</u>	<u>MONTHLY BASE RATE</u>
5/8"	\$ 60.00
3/4"	\$ 80.00
1"	\$ 120.00
1 1/2"	\$ 220.00
2"	\$ 339.00
3"	\$ 620.00

- 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:

<u>GALLONS METERED</u>	<u>MONTHLY USAGE RATE*</u>
0 - 6,000 gallons	\$ 9.40
6,001 - 15,000 gallons	\$ 11.28
15,001 - 25,000 gallons	\$ 13.54
25,001 - 35,000 gallons	\$ 16.25
35,001 - 45,000 gallons	\$ 19.50
> 45,000 gallons	\$ 22.90

\*Per 1,000 gallons

8. **Construction Meters** will be charged a \$900 installation fee 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.

9. **The Late Payment Fee** is \$10.00 on account billings not exceeding \$200.00 and 10% on all account billings exceeding \$200.00 shall be applied

10. **The Owner Notification Fee** is \$5.00 per notification.

11. **The Returned check charge** is \$30.00.

12. **The Field Service Charges** are as follows:

- a. Disconnect for non-payment, bad checks, or tampering -- \$30.00
- b. Reconnect fees after disconnection for non-payment:
- A. During business hours -- \$30.00
- B. 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

13. **The Customer History Report Fee** is \$10.00.

14. A **Meter Accuracy Test** shall be completed for the prepaid amount of the greater of \$75.00 or the invoiced cost of making the test shall be imposed on the affected account.

15. **The Transfer Fee** is \$15.00.

16. **The Rental Account Status Charge** is \$25.00.

17. **The Meter Re-read Fee** is \$25.00.

18. **The Recreational Vehicle Water Usage Fees** for failure to notify of continued usage are as follows:

- a. Failure to notify of continued usage after the first or second two month period: \$50.00 for each month of non-reporting.
- b. Two month extension: \$200.00.

**ATTACHMENT 2:  
Application Packet**

Creedmoor-Maha Water Supply Corporation  
12100 Laws Road  
Buda, Texas 78610  
(512) 243-2113 / 243-1991  
Fax (512) 243-2137

METER # \_\_\_\_\_  
DATE OF APPLICATION \_\_\_\_\_  
WORK ORDER DATE \_\_\_\_\_  
METER COST \$ \_\_\_\_\_  
500 FEE (if applicable) \_\_\_\_\_

**SERVICE APPLICATION**

APPLICANT NAME \_\_\_\_\_

CO-APPLICANT NAME \_\_\_\_\_

CURRENT BILLING ADDRESS \_\_\_\_\_ SERVICE ADDRESS (if different) \_\_\_\_\_

PHONE # \_\_\_\_\_ CELL # \_\_\_\_\_

PROOF OF OWNERSHIP \_\_\_\_\_

**\*\*\*ATTACH COPY OF DEED OR WARRANTY  
DEED\*\*\***

PREVIOUS OWNER NAME AND ADDRESS (if transferring) \_\_\_\_\_

**\*\*\*ATTACH MAP OF SERVICE LOCATION**



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 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 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 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:

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With copy to:

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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 Travis County, Texas. Venue for any administrative law action arising hereunder shall be vested in 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 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

By: \_\_\_\_\_

Date: \_\_\_\_\_

DEVELOPER

By: \_\_\_\_\_

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

## **ATTACHMENT 3: Miscellaneous Transaction Forms**

The sample forms here, and all other locations of 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 needs of Developers and nonstandard service Applicants, and meeting the future system demands of the Corporation.



**CREEDMOOR-MAHA WATER SUPPLY CORPORATION  
MEMBERSHIP TRANSFER AUTHORIZATION**

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

Transferor hereby surrenders membership in the CMWSC 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 CMWSC.

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.

\_\_\_\_\_  
*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.**

**ACKNOWLEDGEMENT**

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)

\_\_\_\_\_  
Notary Public in and for the State of Texas

Print Name: \_\_\_\_\_

Commission expires: \_\_\_\_\_

**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 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  
WASTEWATER BILLING SERVICE AGREEMENT**

**AGREEMENT**

Creedmoor-Maha Water Supply Corporation ("CMWSC") and \_\_\_\_\_ (each a "Party" and collectively the "Parties"), for the consideration and purposes herein expressed, enter into the following agreement ("Agreement") regarding sewer service monthly fee collection for services provided by \_\_\_\_\_ to various businesses and residents in the areas listed in Exhibit "A", but in no other areas:

WHEREAS, CMWSC is a nonprofit water supply corporation organized pursuant to Chapter 67 of the Texas Water Code;

WHEREAS, CMWSC provides retail water utility service in portions of Travis, Bastrop, Caldwell, and Hays Counties, pursuant to Certificate of Convenience and Necessity No. 11029;

WHEREAS, \_\_\_\_\_ provides sanitary sewer service for its residents, some of whom are provided water utility service by CMWSC;

WHEREAS, it is recognized that the provision of sanitary sewer service to the customers of \_\_\_\_\_ in the areas listed in Exhibit "A" ("Customers") is integrally related to CMWSC's separate provision of water service to the same Customers such that joint billing and collection practices are in the public interest; and

WHEREAS, \_\_\_\_\_ desires to enter into an agreement with CMWSC to facilitate the billing and collection of charges due from its Customers for the sanitary sewer service provided.

NOW, THEREFORE, \_\_\_\_\_ and CMWSC agree as follows:

- 1. Agency of CMWSC.** Subject to the terms of this Agreement, CMWSC agrees to serve as the agent for \_\_\_\_\_ for the purposes of billing and collecting sanitary sewer service fees from customers of CMWSC who: (1) are recipients of sanitary sewer services from \_\_\_\_\_; (2) are located within the \_\_\_\_\_ sewer CCN area; and (3) have executed a sanitary sewer service agreement with \_\_\_\_\_. During the term of this agreement, \_\_\_\_\_ will be solely responsible for providing to CMWSC, and at all times maintaining, a current list of its Customers to be billed by CMWSC pursuant to the terms of this Agreement, which list shall contain the following information for each Customer: (a) the Customer's name and address; (b) the customer number or other identification; (c) the type of sanitary sewer service to be billed by CMWSC on \_\_\_\_\_'s behalf; and (d) the amount to be billed, including any accrued delinquency fees for late payment. CMWSC agrees to provide \_\_\_\_\_, on a monthly basis, a list of those customer accounts known to be recipients of \_\_\_\_\_ sanitary sewer services which have notified CMWSC of a change in ownership since the prior month.

2. **Payment Based on Sewer Rate Ordinance for Sewer Collection.** CMWSC agrees to add the fees due to \_\_\_\_\_ in the amounts indicated by \_\_\_\_\_, to its monthly bills to Customers. Each fee for sanitary sewer service will be stated separately on such bills. \_\_\_\_\_ agrees to coordinate with CMWSC so that the payment for the sanitary sewer services billed by CMWSC on \_\_\_\_\_'s behalf shall be due at the same time and under the same terms as the payment billed by CMWSC for water utility services. Upon receipt of payment due for sanitary sewer services, CMWSC will deposit such sums in an account in CMWSC's depository bank, commingled with payments made for CMWSC water utility services. The funds, less unpaid fees charged by CMWSC for services as set forth in this Agreement, shall be forwarded to \_\_\_\_\_ no less frequently than once a month. The funds shall be sent to \_\_\_\_\_ in the amounts due as reflected on the monthly bills to Customers, less CMWSC's unpaid fees as set forth in this Agreement. At the time such funds are forwarded to \_\_\_\_\_, CMWSC 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 CMWSC from payments made pursuant to this Agreement. \_\_\_\_\_ may audit the billings and payments made pursuant to this Agreement once each quarter, with prior notice of at least seven (7) days and during CMWSC's regular business hours.
  
3. **Priority.** When payment for water and sewer collection by any Customer is made, CMWSC shall apply the funds paid first to any indebtedness of the Customer to CMWSC and then to the payment of any indebtedness of \_\_\_\_\_.
  
4. **Delinquency/Disconnection.** CMWSC agrees to use reasonable efforts, in the exercise of the discretion granted under this Agreement, to collect amounts due to \_\_\_\_\_ from Customers for sanitary sewer service. If at any time any Customer fails to pay any amounts collectible by CMWSC pursuant to the terms of this Agreement, CMWSC is authorized to terminate water services to the Customer as deemed appropriate by CMWSC in accordance with the procedure specified in any applicable tariff and service regulations of CMWSC then in effect. CMWSC's failure to disconnect any service shall not be an event of default under this Agreement but shall entitle \_\_\_\_\_ 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. CMWSC shall notify \_\_\_\_\_ of all Customer accounts that are delinquent, and any that 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 \_\_\_\_\_, CMWSC agrees not to provide water services to that Customer until CMWSC's receipt of payment of all delinquent sewer collection charges, plus any applicable charges which are then collectable in accordance with city ordinances or other applicable law.
  
6. **Effect on Provision of Water.** This Agreement shall not affect or in any way impair CMWSC's rights and obligations with respect to its Customers or the provision of water

services except as specifically and expressly set forth in this Agreement and as allowed by law.

- 7. Fees.** For each sanitary sewer service account collected by CMWSC, \_\_\_\_\_ agrees to pay CMWSC the sum of \$10,000.00 as an initial set up fee for establishing CMWSC billing and collection procedures. This set-up fee is to be paid when \_\_\_\_\_ notifies CMWSC that a new account is to be collected by CMWSC. In addition, \_\_\_\_\_ agrees to pay to CMWSC monthly, on or before the 15<sup>th</sup> day of each month, a service charge of \$10.00 for each active account. The monthly fee will be paid until the end of the month in which \_\_\_\_\_ removes the account from the customer list provided to CMWSC under paragraph 1 of this Agreement. If \_\_\_\_\_ subsequently requests CMWSC to reinstate an account that has been removed from the sewer service customer list, a reinstatement fee of \$ \_\_\_\_\_ per account will be paid to CMWSC by \_\_\_\_\_. CMWSC may adjust these fees annually with ninety (90) days written notice. Any changes to the fees will be automatically accepted by and charged to \_\_\_\_\_ unless terminated pursuant to paragraph 9 below.
- 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 \_\_\_\_\_. No partnership or joint venture is intended to be created hereby. CMWSC's sole responsibility is that of \_\_\_\_\_'s agent for billing and collection purposes and CMWSC shall have no responsibility for, and \_\_\_\_\_ shall indemnify, defend, and hold CMWSC 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 CMWSC or \_\_\_\_\_, 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 CMWSC or by \_\_\_\_\_, which does not amount to gross negligence or willful misconduct on the part of \_\_\_\_\_, its agents, employees, or representatives. This indemnity shall also extend to, but shall not be limited to, any cost, expense, fee, including attorney's fees, or costs of court or expert fees, incurred by CMWSC 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 this Agreement.
- 10. Automatic Termination.** If any provision of this 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 this 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 this Agreement or a breach thereof shall, in addition to its damages, 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 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 Parties to this Agreement.
15. **Miscellaneous Provisions.** This Agreement contains all 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 the 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 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 only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof. 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\_\_.

\_\_\_\_\_  
CREEDMOOR-MAHA WSC

By: \_\_\_\_\_ By: \_\_\_\_\_



Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_ Secretary: \_\_\_\_\_ CMWSC Secretary: \_\_\_\_\_

App. #

**ATTACHMENT 4:  
Certificate of Convenience and Necessity**