

# **TARIFF**

**OF**

**Creedmoor-Maha Water Supply Corporation**

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

**November – 2024**

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

# **TARIFF**

**OF**

**Creedmoor-Maha Water Supply Corporation**

**REVISION HISTORY/VERSION CONTROL**

## REVISION HISTORY/VERSION CONTROL

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

<p>February 19, 2020</p>	<p>Making numerous non-substantive and/or typographical corrections. Amending Section G, Subsection 5 (relating to Customer Connection Fee, Meter Inspection Fee, Engineering Fee, and Meter Installation Fee);amending Section G, Subsection 6 (relating to System Connection Fee for All New Customers); and adding Section D, Subsection 4 (relating tothe requirements for decertification of the Corporation’s CCN area).</p>
<p>March 18, 2020</p>	<p>Making numerous non-substantive and/or typographical corrections. Amending Section C (relating to definition of System Connection Fee); Section F, Subsection 6 (relating to Connection Fees required by the Corporation); Section G, Subsection 5 (relating to Customer ConnectionFee, Meter Inspection Fee, Engineering Fee, and Meter Installation Fee);and Section G, Subsection 6 (relating to System Connection Fee for All New Customers).</p>
<p>May 18, 2022</p>	<p>Updated address for new headquarters.</p>
<p>October 16, 2024</p>	<p>Making numerous non-substantive and/or typographical corrections. Consolidating and organizing fees. Removing rules related to CMWSC wastewater and sewer. Including cities serviced and forms of payment accepted as required by PUC rules. Revising contradictory language and removing duplicative language. Simplifying the TOC. Removing Statements section which is not required by PUC rules and stated in other documents/the CMWSC website. Updating definitions. Removing process for decertification, which is outlined in the TWC. Moving the application packet and other forms to an attachment. Removing various notice documents. Incorporating changes made through previous resolutions.</p>
<p>November 20, 2024</p>	<p>Revising the CIR fee approved at the 11/20/24 Board of Directors meeting.</p>

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# **TARIFF**

**OF**

**Creedmoor-Maha WaterSupply Corporation**

## **SECTION A:** **RESOLUTION AND AUTHORITY**



**SECTION A: RESOLUTION AND AUTHORITY**

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

- 1. This Tariff of the Creedmoor-Maha Water Supply Corporation, serving in Travis, Hays, Bastrop, and Caldwell Counties, Texas and consisting of Section A through G and forms inclusive, is adopted and enacted as the current regulations and policies.
- 2. This Tariff, as amended from time to time, supersedes all utility service policies, rates, rules, and tariffs adopted or passed by the Board of Directors prior to the date of adoption of this Tariff. Only those pre-existing written contracts or agreements executed by the present or previous Board of Directors shall remain in effect unless the contract or agreement requires compliance with changes of the Tariff from time to time.
- 3. The adoption of this Tariff shall not affect any offense or act committed or done, 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, word, or words of this Tariff is declared unconstitutional or invalid for any purpose, the remainder of the Tariff shall not be affected.

The effective date of this Tariff revision and all rate and fee changes herein shall be November 20, 2024.

PASSED and APPROVED by vote of the Board of Directors on November 20, 2024.

Board President

*John M. Gray*  
John Gray



ATTEST: *Rebecca Richards*  
Secretary, Creedmoor-Maha Water Supply Corporation

## SECTION A: RESOLUTION AND AUTHORITY

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Board President

\_\_\_\_\_  
John Gray

[SEAL]

ATTEST: \_\_\_\_\_  
Secretary, Creedmoor-Maha Water Supply Corporation

# **TARIFF**

**OF**

**Creedmoor-Maha WaterSupply Corporation**

## **SECTION B:** **DEFINITIONS**

## SECTION B: DEFINITIONS

**30 TAC** – Title 30 of the Texas Administrative Code

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

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

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

**Certificate of Convenience and Necessity (CCN)** – The authorization granted under Chapter 13, Subchapter G of the Texas Water Code for Creedmoor-Maha Water Supply Corporation to provide water service within a defined territory.

**Corporation** – The Creedmoor-Maha Water Supply Corporation.

**Dangerous Condition** – A condition that creates an immediate threat to human health or safety or damage to property of the Corporation, neighboring landowners, or others.

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

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

**Easement** – A private perpetual dedicated right of way for the installation/replacement of water pipelines and necessary facilities, which allows access to property for future operation, maintenance, facility replacement, and/or installation of additional pipelines. Easements may also be granted to provide ingress and egress to property owned or controlled by the Corporation, i.e., driveway easements to water well sites. Easements may be granted to provide access to property for the purpose of inspecting, testing, repairing, replacing, and maintaining the utility plant and/or private plumbing on the premises.

**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 Board of Directors.

***Hazardous Condition*** – A condition that jeopardizes the health and welfare of the Members/ Customers 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 TCEQ or the United States Environmental Protection Agency shall automatically be deemed to be a hazardous condition unless otherwise certified by the applicable regulatory agency.

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

***Member or Customer*** – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization that has qualified for service and received a membership in accordance with this Tariff. A Member shall also be defined and/or restricted by the definition in Texas Water Code Chapter 13 and agency regulations.

***Membership Agreement*** – An approved Service Agreement evidencing a Member's participation in the Corporation.

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

***Meter-Tampering, By-Passing, or Diversion*** – Tampering with the Corporation's service equipment, by-passing the same, or other instances of diversion, such as removing a locking or shut-off device used by the Corporation to discontinue service, physically disorienting the meter or register, attaching objects to the meter to divert or by-pass service, inserting objects into the meter, and 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 automatically maintain a given working pressure on its outlet side regardless of the pressure on the inlet side.

***Proof of Ownership*** – A deed of trust, warranty deed, or other recordable documentation of fee simple title to real estate to be served by an Applicant for service and membership.

***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 supply corporations. This term shall automatically apply to any successor agency that takes on these responsibilities.

***Renter or Tenant*** – A consumer who rents or leases property from a Member.

***Re-Service*** – Providing service to an Applicant at a location for which service previously existed,

***Reserved Service Charge, Minimum Monthly Charge, or Base Rate*** – The monthly charge assessed by each Member for the opportunity of receiving service.

***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" 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's office as required since by TCEQ, the PUC, or their successor agencies.

***Temporary Service*** – The classification assigned to an Applicant that is in the process of construction. This could also apply to other service that are not permanent such as agricultural, road construction, drilling, livestock, etc. The Board of Directors will set the length of time associated with this classification.

***Texas Commission on Environmental Quality (TCEQ)*** – State regulatory agency having jurisdiction over certain aspects of retail public utilities operations and facilities. This term shall automatically apply to any successor agency that takes on these responsibilities.

***Transferee*** – An Applicant receiving a Membership by legal means from a person or entity desiring to forfeit and transfer its 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.

# **TARIFF**

**OF**

**Creedmoor-Maha WaterSupply Corporation**

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



# **SECTION C: GEOGRAPHIC AREA SERVED CERTIFICATE OF CONVENIENCE AND NECESSITY FOR WATER**

To provide water service pursuant to the Texas Water Code, the Public Utility Commission of Texas, and/or TCEQ 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.

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

# **Certificate of Convenience and Necessity**

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

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

Certificate No. 11029

1. Certificate Holder

Name: Creedmoor-Maha Water Supply Corporation  
Address: 13709 Schriber Road  
Buda, Texas 78610

2. General Description and Location of Service Area:

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

3. Certificate Service Area Maps:

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

The following pages contain a copy of Certificate No. 11029 and a map of the Corporation's water service area, as may be amended from time to time.

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

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

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

a. For Property Size of 25 Acres or Greater:

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

b. For Property Size Less than 25 Acres:

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

c. Property Size 5 Acres or Less:

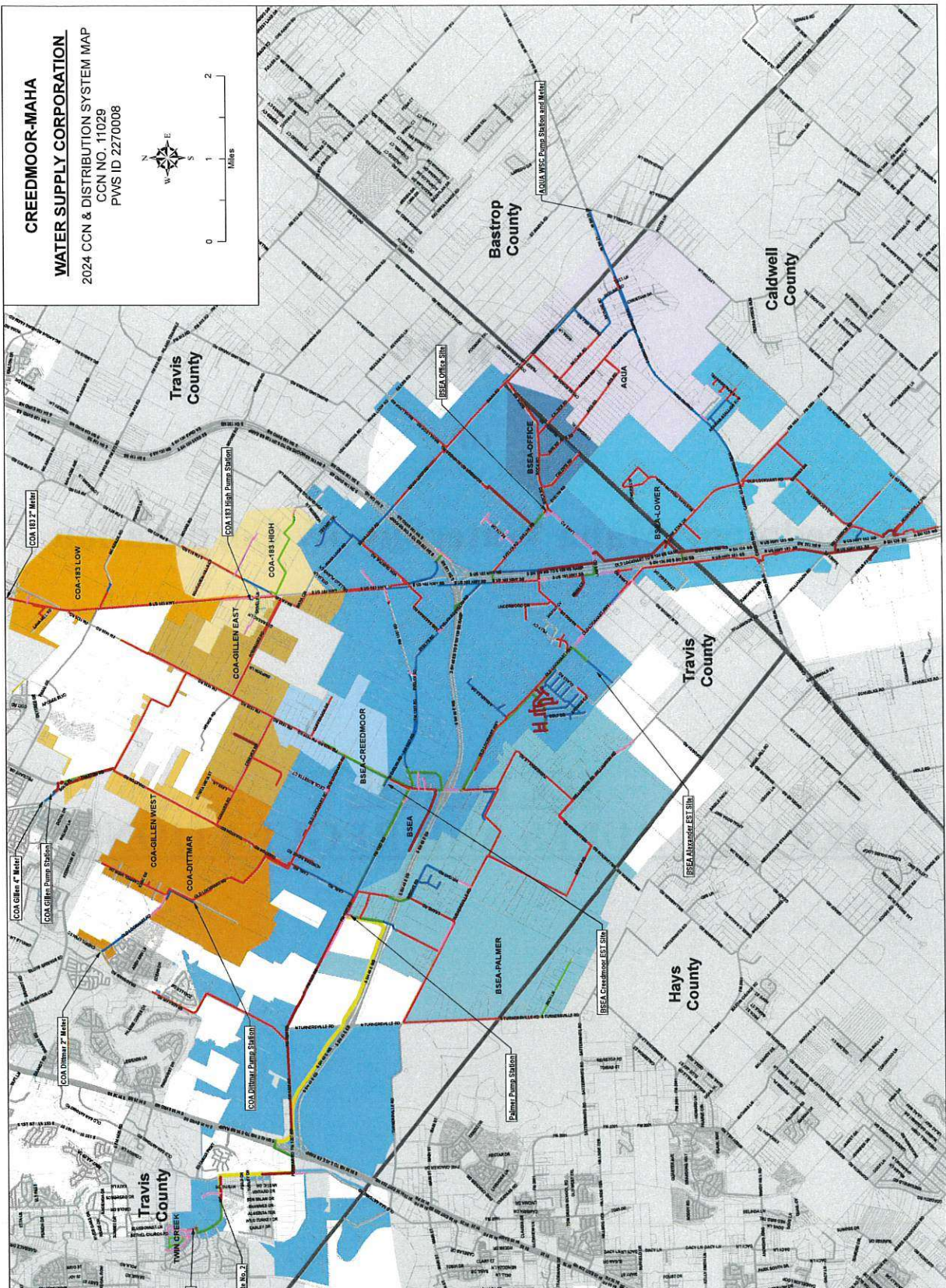
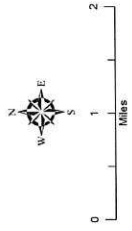
If the Corporation does not currently provide water service to a property of 5 acres or less, the landowner is invited to negotiate with the Corporation concerning fair compensation for any lost revenues and/or assets rendered useless or valueless as a result of the requested decertification. Under such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

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

# **Certificate of Convenience and Necessity Map**



**CREEDMOOR-MAHA**  
**WATER SUPPLY CORPORATION**  
 2024 CCN & DISTRIBUTION SYSTEM MAP  
 CCN NO. 11029  
 PWS ID 2270008



**Legend**

**WATER PRESSURE PLANES**

- CCN - CCN AREA
- AQUA
- BSEA
- BSEA-CREEDMOOR
- BSEA-LOWER
- BSEA-OFFICE
- BSEA-PALMER
- COA-183 HIGH
- COA-183 LOW
- COA-DITTMAR
- COA-GILLEN EAST
- COA-GILLEN WEST
- TWIN CREEK
- CCN AREAS - OUTSIDE CMWSC
- COUNTY BOUNDARY
- 0 INCH WATER
- 2 INCH WATER
- 3 INCH WATER
- 4 INCH WATER
- 6 INCH WATER
- 8 INCH WATER
- 12 INCH WATER
- 16 INCH WATER
- 18 INCH WATER

Map created using ArcGIS Pro 3.0.10.0. All rights reserved. © 2024. All other rights reserved.

# **TARIFF**

**OF**

**Creedmoor-Maha WaterSupply Corporation**

## **SECTION D:** **SERVICE RULES AND REGULATIONS**

## **SECTION D: SERVICE RULES AND REGULATIONS**

1. **Service Entitlement.** An Applicant shall be considered qualified and entitled to water utility service when: (1) proper application has been made; (2) all terms and conditions of the Service and membership have been met and continue to be met; (3) executed Customer Service Inspection certificate has been received by the Corporation's business office; and (4) all fees have been paid as prescribed.
2. ***Application Procedures and Requirements.***
  - a. For the purpose of this Tariff, service requested by an Applicant shall be for real estate designated to receive the service provided by the Corporation and shall be divided into Standard and Non-Standard Service. Except for temporary water service, the service requirements as prescribed by Section E section of this Tariff shall be required of a Non-Standard Service Applicant prior to providing service, in addition those stated below in the below subsection.
  - b. **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. A right of way easement, sanitary control easement, or other such easement form approved by the Corporation must be completed by the Applicant for the purpose of allowing service to the Applicant, future extensions, or facility additions to improve or provide service to future Applicants. Unless expressly waived by the Board of Directors for good cause due to unique circumstances of the particular tract of land in question, all easements granted must be exclusive to the Corporation. The grantor may not allow any roadway reservation or right-of-way easement to overlap any portion of the utility pipeline easement regardless of platting or roadway requirements of any governmental entity. If necessary to make a particular tract compliant with the Texas Department of Transportation or county requirements and the exclusivity of the Corporation's easement, the Applicant shall be required to provide the Corporation with a new easement and to relocate the Corporation's utility plant into that alternate easement at its sole expense. If the Applicant or his or her heirs, successors, or assigns are subsequently found to have granted any real property interest that conflicts with the Corporation's



exclusive easement and/or the utility facilities located therein, the Applicant or his or her heirs, successors, or assigns shall bear all costs of relocating the Corporation's facilities in a relocated easement, if necessary. This shall be a condition of continued services from the Corporation as an agreed remedy for breach of the Applicant's covenant of exclusivity of the easement that was granted as a condition of obtaining that service. This covenant runs with the land in perpetuity with the chain of title.

- 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 a 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 other similar type enterprises at an Applicant's request provided the total number of units to be served meet the following criteria and conditions:
  - (a) Owned by the same person, partnership, cooperative, corporation, agency, 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;
  - (f) Owners of mobile home parks, trailer parks, and recreational vehicle parks, applying for water service must provide satisfactory evidence that all applicable sections of the Travis County Subdivision Regulations and the TCEQ's rules and regulations for Public Drinking Water Systems (30 TAC § 290.38) 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.
- 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.

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

- a. **New Tap** – The Corporation shall charge a non-refundable service Connection fee which shall be quoted in writing to the Applicant as a sum of all fees required for connection. All fees shall be paid or a deferred payment contract must be signed in advance of installation.
- b. **Re-Service** – On property where service previously existed, the Corporation shall charge the Membership Fee, where the Membership Fee has been liquidated, and all costs necessary to restore service. In addition, the Corporation shall charge accumulated reserved service fees that have been entered on the inactive account as monthly debts. This allows the Corporation to recover the costs of reserving capacity at the location for which Re-Service has been requested. If restoration of service is not requested, this fee will accumulate monthly until the total balance of reserved service fees equals the amount of the service connection fee previously paid for service to the property. After this time, the Corporation may remove the service equipment and all future requests for service shall be treated as a new application.

- c. **Performance of Work** – The Corporation or its designated representative shall install all taps and equipment necessary to provide service within thirty (30) working days after approval, 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 let unattended, could cause water or other damage to the property.
  
  - d. **Inspection of Customer Service Facilities** – The property of the Applicant/Member shall be inspected to insure compliance with state required minimum acceptable operating practices for Public Drinking Water Systems as promulgated by TCEQ. 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.
- 4. **Activation of Non-Standard Service** shall be conducted as prescribed by the terms of Section E of this Tariff, except for Re-Servicing, which is the same terms as Standard Service.
  
  - 5. **Changes in Service Classification.** If at any time the Corporation determines that the customer service needs to be changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicants/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff.

6. **Membership.**

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

shall be recorded on the books and records of the Corporation only upon the following terms and conditions:

- (a) A Transfer Authorization Form has been completed by the Transferor and Transferee;
  - (b) The Transferee has completed the required Applicant Packet;
  - (c) All indebtedness due the Corporation has been paid;
  - (d) The Membership Agreement has been surrendered and properly endorsed by the Transferor; and
  - (e) 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 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.

7. ***Owners and Renters.*** Any Member renting or leasing real estate property designated to receive service according to the terms of this Tariff to other parties, is responsible for all charges due to the Corporation for service provided to such property. If the Member has an existing alternate billing agreement for rental accounts, the Corporation may bill a tenant for service as a thirdparty, but the owner remains fully responsible.
8. ***Denial of Service.*** The Corporation may deny service for the following reasons:
  - a. Failure of the Applicant or Transferee to complete all the required forms and pay all required fees and charges;
  - b. Failure of the Applicant or Transferee to comply with 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 governmental rules and regulations or the Corporation's Tariff;
  - 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; and/or
  - g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.
9. ***Applicant's or Transferee's Recourse.*** In the event, the Corporation refuses to serve an Applicant under the provisions of 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.
10. ***Insufficient Grounds for Refusal of Service.*** The following shall not constitute sufficient cause for the refusal of service to an Applicant:
  - a. Delinquency in payment for service by a previous occupant of the premises to be served;
  - b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;

- c. Violation of the Corporation's rules within this Tariff 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.
11. ***Deferred Payment Agreement.*** The Corporation will not offer a deferred payment plan to a Member who cannot pay an outstanding balance in full. Exceptions may be made by the General Manager or Board of Directors only for extraordinary circumstances beyond the Member's control, i.e., an undetected break in the Member's plumbing.
12. ***Indigent Care Policy.*** All water service shall be provided on a non-preferential, non-discriminatory basis to all qualified Applicants upon timely payment of all applicable fees and charges. No special exceptions or classes of Member shall be recognized.
13. ***Charge Distribution and Payment Application.***
- a. **The Service Availability Charge/Reserved Service Charge** is for the billing period from the first day of the month to the last day of the month. The Corporation reserves the right to change its billing cycles if the workload or holiday/weekends require such practice. The Corporation shall strive to maintain a 30- to 31-day monthly billing cycle, excluding February, where feasible. Charges shall be prorated for meter installations and service termination's falling during the billing period. Billings for this amount shall be mailed on or about the first day of the month, preceding the month for which this charge is due. All services shall be subject to this charge whether or not the service is in use by the Member.
  - b. **The System Usage (Gallonage) Charge** shall be billed at the rate specified in the Addendum to this Tariff and billing shall be calculated in one thousand (1,000) gallon increments or portions thereof if the Corporation's billing computers are capable of proportional unit billing. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the Corporation's employees or designated representatives.

- c. **Posting of Payments** – All payments shall be posted against previous balances prior to posting payments against current billings.
14. ***Due Dates, Delinquent Bills, and Service Disconnection Date.*** The Corporation shall mail all bills on or about the first week 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. Payments made by mail will be considered late if postmarked after the past due date. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation’s office is open for business after said weekend or holiday.
15. ***Rules for Disconnection of Service.*** The following rules and conditions apply to Disconnection of Service:
- a. **Disconnection With Notice** – Water utility service may be disconnected upon proper notice for any of the following reasons:
    - i. Failure to cure a returned check or ACH payment. Redemption of the returned instrument shall be made by cash, money order, or certified check. The Corporation shall consider any such instruments returned due to insufficient funds for any two billing periods within a twelve (12) month period as evidence of a bad credit risk, after which the Member in violation shall be placed on a “cash-only” (certified check, money order, or cash only) basis for a period of twelve (12) months. Return 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 to comply with the terms of the Corporation’s Service Agreement, Tariff, bylaws, or special contract provided that the Corporation has given notice of said failure to comply, and the Member has failed to comply within the specified amount of time after notification.
    - 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. Failure to pay a delinquent account billed by the Corporation for sewer utility service provided by the Corporation, the City of Austin, or any other certificated retail public sewer utility pursuant to an agreement with the sewer utility.
- 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. In instances of tampering with the Corporation’s meter or equipment, bypassing the meter or equipment, or other diversion of service.
  - 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 unless such underbilling charges are due under the Inoperative Meters section of this Tariff.
  - 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 the Disconnection of Service section of this Tariff.
- d. **Disconnection on Holidays and Weekends** – Unless a Dangerous Condition exists or the Member requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for the purpose of making collections and reconnecting service.
  - 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 TCEQ.
  - 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** – 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 informing the Member that notice of a possible disconnection will be provided to the tenants of the service complex infive (5) days if payment is not rendered before that time.
  - ii. At least five (5) days after providing notice to the Member and at least five (5) days prior to disconnection, the Corporation shall post notices, stating “Termination Notice” in public areas of the service complex notifying the residents of the scheduled date for Disconnection of Service if the Corporation can provide such notice without committing an act of civil or criminal trespass.
  - 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.
- 16. **Billing Cycle Changes.** The Corporation reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be on the new change date unless otherwise determined by the Corporation.
- 17. **Back-billing.** The Corporation may back-bill a Member for up to four (4) years (48 months) for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Member's bill. Failure to pay the most recent six (6) months billing will result in Disconnection of Service. Back-billing shall not extend beyond the current membership except in cases involving the transfer of a Membership conditioned upon payment of delinquent obligations by the Transferee.
- 18. **Disputed Bills.** In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation conduct an investigation as shall be required by the particular case, and report the results in writing to the Member. All disputes under this sub-section 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.
- 19. **Inoperative Meters.** Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the Corporation shall make a charge for units used, but not metered, for a

period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

20. ***Bill Adjustment Due To Meter Error.*** The Corporation shall test any Member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of the American Water Works Association, a meter test fee shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months but not extending beyond current membership except in cases involving the transfer of a membership conditioned on payment of delinquent obligations by the Transferee. 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.
  
21. ***Other General Service Regulations.***
  - a. All payments for 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 Member accounts in the field.
  - b. Members/ shall not be allowed to use the Corporation's cutoff valve on the utility's side of the meter. Existing Customers/Members may install Customer-owned and -maintained cutoff valves on the customer side of the meter.
  - c. All non-residential Customers requiring a greater than 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. Customers 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 does not believe that these costs are reasonable or necessary, the Applicant or existing Member shall have the right to appeal such costs to the Corporation's Board of Directors at the next regular meeting at which such appeal can be included in the standard public notice.

- f. The Corporation will have the right of access to the 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 Member's plumbing for code, plumbing, or Tariff violations. The Member shall allow the Corporation and its personnel access to the Member's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak, 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 Member's property shall be during normal business hours. The 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.
- g. Except in cases where the Member has a contract with the utility for reserve or auxiliary service, no other water service will be used by the Member on the same installation in conjunction with the Corporation's service, either by means of crossover valve or any other connection. The 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.
- h. 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.
- i. No application, agreement or contract for service may be assigned.
- j. 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.
- k. All Customers must install between the inlet stop valve and the meter a Pressure Regulating Valve that has been approved by the Corporation or its consulting engineers.

22. ***Meter Tampering, By-Passing, and Diversion.*** The burden of proof 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 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 PENALCODE SECTION 28.03.
23. ***Meter Relocation.*** Relocation of services shall be allowed by the Corporation provided that:
- a. No transfer of membership is involved;
  - b. An easement for the proposed location has been granted to the Corporation;
  - c. The Member pays the actual cost of relocation plus administrative fees, and
  - d. Service capacity is available at proposed location.
24. ***Prohibition of Multiple Connections to a Single Tap.*** No more than one (1) residential, commercial, or industrial service connection is allowed per meter. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a master metered account, which accounts may have more than one single meter each serving the maximum number of apartments, mobile homes, or RVs determined by an engineering analysis performed by the Corporation's consulting engineer. Any unauthorized submetering or diversion of service shall be considered a multiple connection and is subject to disconnection of service. If the Corporation has sufficient reason to believe a multiple connection exists, the Corporation shall discontinue service under the Disconnection with Notice section of this Tariff.
25. ***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 utility, 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.
  - 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.
  - iii. 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 apart of the original meter installation.
26. ***Member's Responsibility for Meter Access.*** The Member shall ensure 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 three-hundred (300) pound person), or fence out the meter three (3) feet on each side with a road opening.
27. ***Main Extension Policy.***

- a. The Applicant shall be responsible for the cost of any extension(s), including looping, from existing Corporation mains determined by the Corporation's engineer to be necessary to bring adequate water utility service to meet the anticipated service demands of a new 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 or 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. The 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.

28. ***Water Service Connections.***

- a. Applications for water service connections shall be filed with the Corporation on approved forms. Applicants shall meet all Corporation requirements for service, including the grant of any necessary easements (as determined by the Corporation) and the installation of a cut-off valve at the expense of the service Applicant.
- b. No person, other than Corporation employees or designated representatives, shall be permitted to tap or make any connection with the mains or service lines of the Corporation's Water System, or make any repairs or additions to or alterations in any tap, pipe, cock, or other fixture connected to a water service line.
- c. A customer must allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections will be conducted by the Corporation prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during the Corporation's



normal business hours. The customer must, at the customer's expense, properly install a backflow prevention device as required by the Corporation.

- d. All costs to extend or oversize Corporation water mains or service lines to serve any residential or commercial user or any undeveloped area within the Corporation's service area shall be the sole responsibility of the property owner and/or Developer requesting service.

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

- a. All new residential or commercial connections to the Corporation's water system shall be made in accordance with the Water Service Connections section of this Tariff and 30 TAC Chapter 290. In the event of a conflict between this Tariff and TCEQ's rules and regulations the more stringent shall apply.
- b. Water service lines shall be of Type "K" copper or polyvinyl chloride PVC DR19 as approved by the Corporation. Fittings used with Type "K" copper service lines shall be of the flared or compression type. Fittings used with PVC service lines shall be in accordance with the pipe manufacturer's specifications.
- c. Water service lines shall be bedded with a minimum of six (6) inches of well graded crushed stone or pea gravel below the pipe. The trench bottom and walls shall be cleared of all protruding rocks which could damage the pipe before the crushed stone bedding is placed.
- d. A Corporation-owned water meter and a Corporation-approved meter box shall be installed by the Corporation or its designated representative.
- e. Potable water supply piping, water discharge outlets, backflow prevention devices, or similar equipment shall not be located so as to make possible the submergence of such equipment in any contaminated or polluted substance.
- f. Lawn sprinkling systems shall be equipped with an approved vacuum breaker or backflow prevention device installed in the discharge side of each of the last valves. The vacuum breaker shall be installed at least six (6) inches above the surrounding ground and above a sufficient number of heads so at no time will the vacuum breaker be subjected to back pressure or drainage.
- g. The Corporation's water system shall be protected from swimming pool water by means of an approved backflow prevention device or an adequate air gap.
- h. Upon the installation of a service line, a request for inspection shall be made to the Corporation's office, and the line shall not be back-filled or placed into service until the Corporation has inspected and approved of the installation. The

Corporation shall perform the inspection within forty-eight (48) hours of receiving the request.

- i. Back filing of service line trenches must be accomplished within twenty-four (24) hours of inspection and approval, and no debris will be permitted in any service line trench.
- j. Separation distances between water and wastewater service lines shall be in accordance with 30 TAC § 290.44(e).
- k. Installation of water and wastewater service lines in a shared trench is prohibited.
- l. A minimum of four (4) feet of Type “K” soft copper pipe shall be installed at the end of the water service line at the connection to the water meter.

30. ***Penalties and Enforcement.***

- a. **Penalties.** Any person violating any provision of this Tariff may be subject to a fine for each violation. Each day that a violation is permitted to exist shall constitute a separate violation. A penalty under this section of the Tariff is in addition to any other penalty or remedy provided by Texas Water Code § 49.004(a).
- b. **Liability for Costs.** Any person violating any provision of this Tariff shall become liable to the Corporation for any expense, loss, or damage and the Corporation’s enforcement thereof. If the Corporation prevails in any suit to enforce this provision, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the Corporation before the court.
- c. **No Waiver.** The failure on the part of the Corporation to enforce any section, clause, sentence, or provision of this Tariff shall not constitute a waiver of the right of the Corporation to later enforce any section, clause, sentence, or provision.

31. ***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 and all other Members 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’s property, Member 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’s property as the Corporation’s technical consultant advises. Member shall

bear all costs incurred by the Corporation in investigating and remedying the situation. The Member 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.

# **TARIFF**

**OF**

**Creedmoor-Maha WaterSupply Corporation**

## **SECTION E:**

**DEVELOPER, SUBDIVISION, AND NON-  
STANDARD SERVICE REQUIREMENTS**

## 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/subdivision has failed to comply with the terms of this Tariff. Section 13.2502 of the Texas Water Code requires that notice be given herein or by publication or by alternative means to the Applicants/Developers.
2. ***Purpose.*** This section of the Tariff 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 of the Tariff shall be defined as 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 of the tariff 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 of the Tariff. Only the Board 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 and 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, rights of way, streets, and other service facilities must approve the plat. Plans, specifications and special requirements of such regulatory authorities shall be submitted along with the plat. The requirement to submit an approved plat map may be waived by the General Manager, after consultation with the Corporation's consulting engineer, if the

General Manager finds that the alternative maps or plats submitted will be adequate to conduct the engineering feasibility study. A certified copy of the approved plat must be 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. 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 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 CCN.
- e. 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 or her 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 Feasibility Study, after notice to the Applicant, at a noticed meeting of the Board. If the Board determines that the Corporation can meet the Non-Standard Service request, the Board shall approve the plan 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 CCN 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. Corporation approval of the Application after its review and approval of the Non-Standard Service investigation report from the Corporation's engineer shall remain in effect for a period of thirty (30) days. If the Applicant has not proceeded with each required condition precedent listed herein within the prescribed time period, the Corporation's approval shall become void and the Applicant shall have to begin the application process anew.
- 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 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 or her service request after the Board of Directors' approval or fails to fully comply with any obligation imposed upon him or her by this section of the Tariff, the application is voided and all approvals and grandfathering of fees and charges are automatically withdrawn. The deadlines may be extended by the Board 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 Corporation 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 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 sub-section of the Tariff or the application shall become void. Then the Applicant must start the application process anew.
- vii. After the Board has approved the design and construction plans, it shall authorize the General Manager, in association with the engineer and attorney, to solicit construction bids. The Applicant may nominate any qualified contractor(s) to receive copies of the bid solicitation materials and notices. Unless the Corporation has had a history of poor performance or inferior construction from the Applicant's nominated contractor(s), said contractor(s) shall have any equal opportunity to receive the final construction contractor as any other bidder. Solicitation of bids shall not be required for small construction projects or lined line extensions if the Corporation can easily fulfill the construction requirements with the contractor(s) used in the routine operation of the Water System. The Applicant is always entitled to have his/her project submitted to bids if they are not satisfied with relying on the Corporation's customary contractor(s); however, this is no guarantee that the Corporation's customary contractor(s) will not be the winning bidder(s).
- 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 fees associated with every potential service connection for which Application has been made. These fees are to be paid at the Corporation's office by cashier's check or wire transfer.

5. **Design.** The Corporation shall study the design requirements of the Applicant's required facilities prior to initiation of a 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. Residential meters cannot be converted from residential to commercial without notifying the corporation.
  - b. 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.
  - c. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
  - d. 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.) 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.
  - e. The Applicant may 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.
  - 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 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
  - x. 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 ServiceContract pursuant to this Tariff and the Corporation's 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 Corporation utility plant is permanently removed from public service.
  - e. Easements and facilities sites shall be prepared for the construction of the Corporation's pipelines and facility installations in accordance with the Corporation's 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 of the Tariff 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 a 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 the TCEQ's domestic Water System regulations so that such water volumes and pressures may be used by the Customers/Applicant or local fire department (at their sole election and responsibility) for firefighting purposes. Such additional water service capacities shall be provided only in response to and according to design criteria and/or plans prepared by the Customer/Applicant for the use of such excess water service capacity, and shall be provided only pursuant to a Non-Standard Service Agreement under which the Developer shall be solely responsible for all costs associated with any required system upgrades necessary to provide such capacity.

# **TARIFF**

**OF**

**Creedmoor-Maha WaterSupply Corporation**

## **SECTION F:** **SERVICE REQUIREMENTS**



## SECTION F: SERVICE REQUIREMENTS

Unless expressly stated in this Tariff, all fees, rates, and charges shall be non-refundable. All fees to be charged are laid out in the addendum which provides the Corporation's fee schedule.

1. **Standard Service Feasibility Study.** 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 investigating and providing service shall be quoted in writing to the Applicant.
  - 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 facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to secure easements on behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to secure such right-of-way and/or facilities sites on behalf of the Applicant.
4. **Installation Fee.** The Corporation shall charge an installation fee for service as follows:

- a. **Standard Service** shall include all labor, materials, engineering, legal, Customer service inspection (if 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 Applicant may also be charged the actual cost of road bores and other unique costs incurred in the installation of the individual tap.
  - b. **Non-Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by the Corporation under the rules of section E of this Tariff.
  - c. **Standard and Non-Standard Service Installations** shall include all costs of any pipeline relocations.
5. **Customer Connection 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. **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 (1) percent of the charge for all retail water service monthly charges. This charge shall be collected in addition to other charges for utility service.

7. **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 based upon current banking fees. If two or more checks are returned within any twelve (12) month period, the Member shall be required to make future payments in cash by money order for a period of twelve (12) months.
8. **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 above for their meter size and Customer class. If the service is inactive for 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. Cost of new meter and associated charges. 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.
9. **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.
10. **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.**

11. **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 change in tenant and/or new account is activated but service was never terminated at the meter.
12. **Customer Service Inspection Fee.** These inspections are required to be performed by licensed customer service inspectors. 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.
13. **Other Office Service Fees.**
  - a. **Meter Re-read Fee.** In the event a 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 may be required for the additional reading if the reading was correct.
  - b. **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.
  - c. **Meter/Tap Relocation Fee.** Relocation of a tap or meter at a Member'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 making the request.
  - d. **Locked Meter Charge.** The Corporation shall lock, at the request of a Member, the meter at the location where an active membership is serviced. A service fee may be charged for unlocking the meter.
14. **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 Member shall be charged to the recipient based on the cost of providing such service.

15. ***Penalties for Violation of Water Conservation Practices.*** House Bill 1152 (78 Legislature Regular Session – 2003) empowered water supply corporations to enforce Member water conservation practices by assessing reasonable penalties under the utilities' tariffs. Pursuant to this bill, the Corporation adopts the following structure of violations of noticed water conservation practices and water rationing restrictions:
- a. 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 Member has a violation count of zero (0). The penalty structure is as follows:
    - i. **A First Violation** will result in a written warning from the Corporation to the violating property owner and Member. The warning shall include: (1) an explanation describing the violation; (2) the requirements for compliance; and (3) a description of the penalties for failure to comply.
    - ii. **A Second Violation** will result in an automatic penalty up to \$100.00.
    - iii. **Each Subsequent Violation** will include an automatic penalty up to \$100.00 plus an additional penalty in an amount equal to the water usage rate calculated at the maximum rate for the highest water usage.
    - iv. **For Example:** if a Member's previous calendar year's average monthly water use was 5,000 gallons per month, a violation would occur if that Member's one (1) month water usage exceeded 6,500 gallons (being 30% higher than 5,000). 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 the highest rate (\$22.90 as of the October 16, 2024 revision) per 1,000 gallons in excess of 30% (i.e. 12 month average of 5,000 + 30% = 6,500). I.e. 8,000 gallons: \$100.00 + (8.0 X \$22.90) = \$283.20.

# **TARIFF**

**OF**

**Creedmoor-Maha WaterSupply Corporation**

## **SECTION G:** **DROUGHT CONTINGENCY PLAN**

# **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 (CMWSC) will periodically provide the public with information about the Drought Contingency Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. Drought plan information will be provided by notice on CMWSC's website and with utility bill inserts. In the future, CMWSC may also email notices to their customers.

## **4.0 COORDINATION WITH REGIONAL WATER PLANNING GROUPS**

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

## **5.0 NOTICE REQUIREMENTS**

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

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

CMWSC must notify 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.
- 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 TCEQ. 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 waterconservation.

## **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 another 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 monthly 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 to 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 drought 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 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 anytime 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 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 ensure 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.

#### **8.4 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 stages. 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 AGLOSSARY OF TERMS

For the purposes of this Plan, the following definitions shall apply:

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

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

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

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

Customer: any person, company, or organization using water supplied by CMWSC.

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

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

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

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

- a. irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- b. use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- c. use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d. use of water to wash down buildings or structures for purposes other than immediate fire protection;

- e. flushing gutters or permitting water to run or accumulate in any gutter or street;
- f. use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g. use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- h. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- i. use of water from hydrants for construction purposes or any other purposes other than firefighting.

Voluntary conservation: those practices, techniques, and technologies that customers and/or the public conduct voluntarily to reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

**TARIFF**  
**OF**  
**Creedmoor-Maha WaterSupply Corporation**

**ADDENDUM: FEE SCHEDULE**

**(Prices listed and or/estimates are subject to  
change based on current market rates)**

## Addendum: Fee Schedule

1. **ALL FEES ARE SUBJECT TO CHANGE BASED ON MARKET CONDITIONS.**
2. The Corporation accepts payments by cash, personal check, money order, or other methods that may be approved by the Corporation on a case-by-case basis. The Corporation does not accept third party checks.
3. **The Standard Service Feasibility Study/Engineering Study** will be completed at the cost of \$320.00 per request, and all applicable costs for investigation and for providing service shall be quoted in writing to the Applicant.
4. **The Membership Fee** is \$100.00 for each service unit.
5. **The Customer Service Inspection Fee** is necessary to fund the required on-site inspection of all connected water distribution components on the meter owner's property and is \$75.00 for each new meter regardless of size. 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.
6. **The Easement Acquisition/Recording Fee** is \$100.00 per easement.
7. **The Capital Improvement Recovery Fee** is \$10,350.00.
8. **The Meter Installation Fee** is \$2,000.00 for 5/8" meters. All other meter sizes will require custom pricing.
9. **The Total System Connection Fee for All New Customers:**

### **New Standard 5/8" Meter (Single Lot)\***

Capital Recovery Min.	\$10,350
Engineering Study	\$320
Membership	\$100
Cust Srv. Insp.	\$75
Easement Acq.	\$100
Install Min	\$2,000
Admin. Fee	\$50
<b>Total</b>	<b>\$12,995</b>



## New Owner w/ Locked Meter

Membership	\$100
Transfer	\$15
Service/Unlock	\$100
Easement	\$100
Capital Recovery*	\$500
<b>Total</b>	<b>\$815</b>

\* If no service for greater than 6 months.

## Resetting an Existing Meter

Membership*	\$100
Cost of Meter	\$450
Cus.ft Srv. Insp.	\$75
Transfer	\$15
Re-Setting	\$300
Easement*	\$100
Capital Recovery**	\$500
<b>Total</b>	<b>\$1,540</b>

\* For new owner.

\*\* If no service for 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.

### 10. 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

11. **Construction Meters** will be charged a \$900.00 non-refundable deposit to install/maintain service with a monthly baser rate of \$319.20. The water rate will be billed monthly at \$22.90 per 1,000 gallons.
12. **The Late Payment Fee** is \$10.00 on account billings not exceeding \$100.00 and 10% on all account billings exceeding \$100.00 shall be applied
13. **The Field Service Charges** are as follows:
- a. Disconnection and reconnection fees for non-payment and bad checks are as follows:
    - i. Regular disconnect:
      - (a) Disconnection -- \$75.00
      - (b) Reconnection during business hours -- \$75.00
      - (c) Reconnection after hours -- \$100.00
    - ii. More than two disconnections within twelve (12) months:
      - (a) Disconnection -- \$125.00
      - (b) Reconnection during business hours -- \$125.00
      - (c) Reconnection after business hours -- \$100.00
  - b. Removal of meter for non-payment are as follows:
    - i. Removal -- \$100.00
    - ii. Resetting -- \$300.00
  - c. Tampering charges are based on the cost to repair the damage to the meter
14. **A Meter Accuracy Test** is the greater of \$75.00 or the invoiced cost of making the test.