Tariff

Moffat
Water Supply Corporation

MOFFAT WATER SUPPLY CORPORTION
5460 LAKEAIRE BLVD., TEMPLE, TEXAS 76502
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www.moffatwatersupply.com

Updated and Approved by the Board of Directors: May 18, 2026
Effective Date: May 19, 2026.

"This institution is an equal opportunity provider"

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SECTION A. RESOLUTIONS

THE BOARD OF DIRECTORS OF MOFFAT WATER SUPPLY CORPORATION ESTABLISHES THAT:

1. This Tariff of the Moffat Water Supply Corporation, serving in Bell County, Texas consisting of Sections A. through K. and forms inclusive, is adopted and enacted as the current regulations and policies effective as March 17, 2025.

2. Only those preexisting 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.

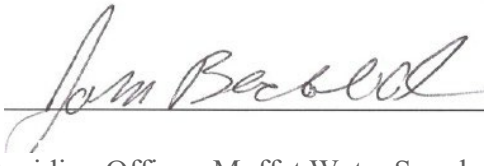
3. The adoption (or revisions) of this tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments from before the current effective date.

4. An official copy of this and all policies or records shall be available during regular office hours of the Corporation. The Secretary of the Corporation shall maintain the original copy as approved and all previous copies for exhibit.

5. Rules and regulations of state or federal agencies having jurisdiction shall supersede any terms of this policy. If any section, paragraph, sentence, clause, phrase, word, or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.

6. This tariff has been updated and approved by the Board of Directors in compliance of the Open Meeting, Chapter 551 of the Texas Government Code.

PASSED and APPROVED this Monday, March 17, 2025.



Presiding Officer, Moffat Water Supply

Corporation SEAL

ATTEST:

Secretary-Treasurer or Director, Moffat Water Supply Corporation

SECTION B. STATEMENTS

1. ***Organization.*** The Moffat Water Supply Corporation ("Corporation")is a member-owned, non-profit corporation incorporated pursuant to the Texas Water Code Chapter 67, and the provisions of the Texas Business Organizations Code applicable to member owned and member controlled non-profit corporations for the purpose of furnishing potable water and or sewer utility service. Corporation operating policies, rates, and regulations are adopted by the Board of Directors elected by the Members of the Corporation.

2. ***Non-Discrimination Policy.*** Membership in the Corporation and service is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, disability, or marital status.

3. ***Policy and Rule Application.*** These policies, rules, and regulations apply to the water services provided by the Corporation. Failure on the part of the Member, Consumer, or Applicant to observe these policies, rules and regulations gives the Corporation the authority to deny or discontinue service according to the terms of this Tariff as amended from time to time by the Board of Directors of the Corporation.

4. ***Corporation Bylaws.*** The Corporation Members have adopted bylaws which establish the make-up of the Board of Directors and other important regulations of the Corporation. The bylaws are on file at the Corporation's office.

5. ***Fire Protection Responsibility.*** The Corporation does not provide nor imply that fire protection is available on any of the distribution systems. All hydrants or flush valves are for the operation and maintenance of the system and may be used for refill only by authorized fire departments. The Corporation reserves the right to remove any hydrant, 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 unless such hydrants are installed pursuant to the terms of a Non-Standard Service Contract as provided for in Section F, in which event the terms and conditions of the Contract shall apply. The Corporation will send a 10-day notice of removal to the Moffat and City of Temple FD.

6. ***Damage Liability.*** The Corporation is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limits of liability of the Corporation are the extent of the cost of the service provided. By acceptance of Membership, Member consents to waiver of such liability.

7. ***Information Disclosure.*** The records of the Corporation shall be kept in the Corporation office at 5460 Lakeaire Blvd, Bell County, Temple, Texas, 76502. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act. **In no event and under no circumstances shall the Corporation disclose the Social Security Number of any member or customer to any person other than an employee of the Corporation.** An individual customer may request in writing that their address, telephone number, and account records be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the

name and address of each member entitled to vote on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members. The Corporation shall give its applicants and customers notice of rights to confidentiality under this policy and all prevailing associated fees for such request.

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

9. ***Grievance Procedures.*** Any Member of the Corporation or individual demonstrating an interest under the policies of this Tariff in becoming a Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:
   a. By presentation of concerns to the Corporation's manager. If not resolved to the satisfaction of the aggrieved party, then,
   b. By presenting a letter to the Board of Directors stating the individual's grievance or concern and the desired result.
      - The Board of Directors in a regular or special-called meeting shall respond to the complaint by communicating the Board's decision in writing.
      - Any charges or fees contested as a part of the complaint **in** review by the Corporation under this policy shall be paid-in-full until a satisfactory review and final decision has been made by the Board of Directors.

10. ***Customer Service Inspections.*** The Corporation requires that a customer service inspection certification be completed prior to providing continuous water service to new construction and for all new members as part of the activation of standard and some non-standard service. Customer service inspections are also required on any existing service when the Corporation has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to the members' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC 290.46G)) (See Tariff Section G. 21.)

11. ***Submetering Responsibility.*** Submetering and Non-Submetering by Master Metered Accounts may be allowed in the Corporation's water distribution system provided the Master Metered Account customer complies with the Texas Commission on Environmental Quality Chapter 291, Subchapter H rules pertaining to Submetering. The Corporation has no jurisdiction or responsibility to the tenants; tenants receiving water under a Master Metered Account are not considered customers of the Corporation. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Texas Commission on Environmental Quality.

NOTE: The system should check with the Master Metered Account Customer to:

1. See if they have registered with the TCEQ, (Section 13 Texas Water Code Subchapter M.)

2. See that they do not charge their tenants more than the total amount of charges that you have billed. If the aggregate bill is greater than the Corporation's charge, the Master Metered Account Customer is considered by the TCEQ to be a separate Public Water System and will be required to comply with all TCEQ regulations.

3. Protect the System's CCN. Should the Master Metered Account Customer continue to violate these or other State regulations, the Corporation will need to request a Cease and Desist Order from the TCEQ. (Texas Water Code Section 13.252 and 30 TAC Section 291.118)

12. ***Voluntary Contributions Policy.*** The Corporation's board has approved and set up guidelines for accepting Voluntary Contributions on Behalf of Emergency Service Providers in our service area. The policy adopted sets up the guidelines for collection, accounting, and distribution of funds to the respective local Emergency Service Response entities. References Texas Water Code Section 13.143 & Section 67.017 (See Voluntary Contribution Policy in Miscellaneous Section.)

SECTION C. DEFINITIONS

Active Service - The status of any Member receiving authorized service under the provisions of this Tariff.

Applicant - A person, partnership, cooperative corporation, corporation, agency, public or private organization of any type applying for service with the Moffat Water Supply Corporation.

Base Rate - The monthly charge assessed each Member/Customer for the opportunity of receiving service. The Base Rate is a fixed rate based upon the meter, service size, or equivalent dwelling unit(s).

Board of Dil'ecto1·s - The governing body elected by the Members of the Moffat Water Supply Corporation that is vested with the management of the affairs of the Corporation. (Section 22.001(1), Business Organizations Code)

Bylaws - The rules pertaining to the governing of the Moffat Water Supply Corporation adopted by the Corporation Members. (Section 22.001(2), Business Organizations Code)

Certificate of Convenience and Necessity (CCN) - The authorization granted under Chapter 13 Subchapter G of the Texas Water Code for Moffat Water Supply Corporation to provide water utility service within a defined territory. Moffat Water Supply Corporation has been issued Certificate Number 11166. Territory defined in the CCN shall be the Certificated Service Area. (See Tariff Section D. Certificated Service Area Map)

Corporation - The Moffat Water Supply Corporation. (Section B. 3 of this Tariff)

Developer -Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests two (2) or more water service connections on a single contiguous tract ofland [as defined in Section 13.2502 (e)(l) of the Water Code].

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

Easement - A private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines (if applicable). This may also include restrictions on the adjacent area to limit the installation of other facilities that would restrict the use of any area of the easement. (See Sample Application Packet, Form-RUS-TX 442-8 (Rev. 9-02) or Form RUS-TX 442-9 (Rev. 9-02)) The easement will be filed in the real property records of Bell County.

Equity Buy-In Fee - Each Applicant shall be required to achieve parity with the contributions to the construction of the Corporations facilities capacity that have been made previously by existing Members. This fee shall be assessed prior to providing or reserving service on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested. (Tariff Section G. 5. also see Miscellaneous)

Final Plat - A complete plan for the subdivision of a tract of land showing or referencing Local Tax Appraisal Maps, access to public road(s), number and size of lots, location of dedicated water easements, and location(s) of lakes, streams, or rivers through the property. The Moffat Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat. For evaluating Sub-Division service requests under Section F. The Corporation may accept preliminary plat or plats awaiting final approval pending execution of agreement for service by the Corporation.

Hazardous Condition - A condition that jeopardizes the health and welfare of the Members/Consumers of the Corporation as determined by the Corporation or regulatory authority.

Indication of Interest Fee -A non-refundable fee paid by a potential Member of the Corporation for the purpose of determining the feasibility of a construction and /or expansion project. The Indication of Interest Fee may be converted to a Membership Fee upon determination that service to the Applicant is feasible and available. This also applies to applicants applying for, or receiving, Temporary Service. (Tariff Section E. 9 b., and Sample Application Packet - USDA RUS-TX Bulletin 1780-9 (Rev. 01/09))

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

Member - Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who holds a membership in theCorporation and who is a record owner of the property served, that has qualified for service and been certified as a member in accordance with the Corporation's Tariff. (TX Water Code Section 13.002(11), TX Water Code Section 67.016 (d))

Membership - A non-interest-bearing stock or right of participation purchased from the Corporation evidencing a member's interest in the Corporation. (See Tariff Section E. 9 b and Business Organizations Code Sections 22.053, 22.15l(c))

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/or surrendering the Membership. (30 TAC 291.3(25) Definitions, Texas Water Code Section 13.043(g))

Proof of Ownership - For the purpose of this tariff, applicants for service and membership shall provide proof of ownership of the real estate to be served by deed of trust, warranty deed, or other recorded documentation.(Texas Water Code Section 67.016 (d))

Public Utilities Commission - State regulatory agency having appellate jurisdiction over the rates and fees charged by Non-Profit Water and Sewer Service Corporations.

Rural Utilities Service (RUS) - An Agency of the United States Department of Agriculture Rural Development Mission Area that provides loan and grant funds for development of rural water and sewer systems serving communities with a population ofless than ten thousand (10,000) people.

Renter - A consumer who rents or leases property from a member or who may otherwise be termed a tenant. (See Tariff Section E. 10.)

Re-Service - Providing service to an Applicant at a location for which service previously existed. The costs of such re-servicing shall be based on justifiable expenses. (See Tariff Section E. 6. b. and Miscellaneous)

Reserved Service Charge - A monthly charge for each active account at a specific location for which a meter has not been installed, but for which the Corporation and the Applicant have entered into agreement and/or contract for reserving service. This monthly charge shall be based on the Corporation's fixed costs to service the Applicant's dedicated facilities on a per Service Unit basis. This charge reserves service to the Applicant's property designated to receive service. This fee is determined on a case-by-case basis but shall never exceed the Base Rate for Metered Service on a per Service Unit basis. (See Tariff Section F. 6. d., e)

Seasonal Reconnect Fee - The fee charged for resumption of service at a location where the member has voluntarily suspended service, in a written request, for a period of time not exceeding nine months within a twelve-month period. The fee based on the total months for which service is suspended multiplied by the amount of the monthly minimum fee the Corporation charges active customers.

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. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 01/09) or Non-Standard Service Contract)

Service Investigation Fee - A fee for costs associated with determining if service is available and determining cost of service. (See Tariff Section G. 1.)

Service Unit - The base unit of service used in facilities design and rate making. For the purpose of this Tariff, a standard service unit is a 5/8" X 3/4" water meter; a non-standard service unit is a 1" or larger. (See Tariff Section G. 6. a., Miscellaneous)

Subdivide - To divide the surface area of land into lots or tracts. (Local Government Code Section 232.021(11) Definitions, Texas Water Code Section 13.2502 (e) (1))

Sub-divider - An individual, finn, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as a part of a common promotional plan in the ordinary course of business. (Local Government Code Section 232.021(12) Definitions)

Subdivision - An area of land that has been subdivided into lots or tracts. (Local Government Code Section 232.021(13) Definitions)

Tariff- The operating policies, service rules, service extension policy, service rates, rationing policies, sample application packet, and miscellaneous transaction forms adopted by the Board of Directors. A copy of this Board approved tariff is on file at the Corporation office and as required since 1990 at the State office of the TCEQ.

Temporary Service - The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent (agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification. This classification will change to permanent service after requirements in Tariff Section E. 1, E. 2, E. 3, and E. 5 are met. Applicants must have paid an Indication of Interest Fee.

Texas Commission on Environmental Quality (TCEQ) - State regulatory agency having jurisdiction of water and sewer service utilities.

Transferee - An Applicant is receiving a Moffat WSC Membership by legal means from a person or entity (member) desiring to forfeit and transfer current rights of Membership to another person or entity. (See Tariff Section E. 9 c., Miscellaneous Transaction Forms, Texas Water Code Section 67.016)

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. (Texas Water Code, Section 67.016)

Water Conservation Penalty-A penalty that may be assessed under Section Hof this Tariff to enforce customer / member water conservation practices during drought contingency or emergency water demand circumstances. (Texas Water Code Section 67.011 (b)).

SECTION D. GEOGRAPHIC AREA SERVED

This section includes an area map that shows the Corporation's Certificated Service Area. Therefore, the Corporation must make sure that its current service area corresponds to the area and/or facilities as approved by the TCEQ in its Certificate of Convenience and Necessity. It is the responsibility of the Corporation to properly file a map showing its service area with TCEQ and to file for any changes in that service area. This copy of the Commission's official service map will serve as documentation in the event of future disputes over service areas.

CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service under Texas Water Code
and Texas Commission on Environmental Quality Substantive Rules

Certificate No. 11166

I. Certificate Holder:

Name: Moffat Water Supply Corporation

Address: 5460 Lakeaire Blvd
Temple, Texas 76502

II. General Description and Location of Service Area:

The area covered by this certificate is located approximately 8 miles west of Temple, Texas on State Highway 36. The service area is generally bounded on the south by State Highway 317, on the west by Lake Belton, on the north by Stampede Creek and on the east by Farm to Market Road 2409 in Bell County, Texas.

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map, WRS-255, maintained in the offices of the Texas Commission on Environmental Quality, 12015 Park 35 Circle, Austin, Texas with all attendant privileges and obligations.

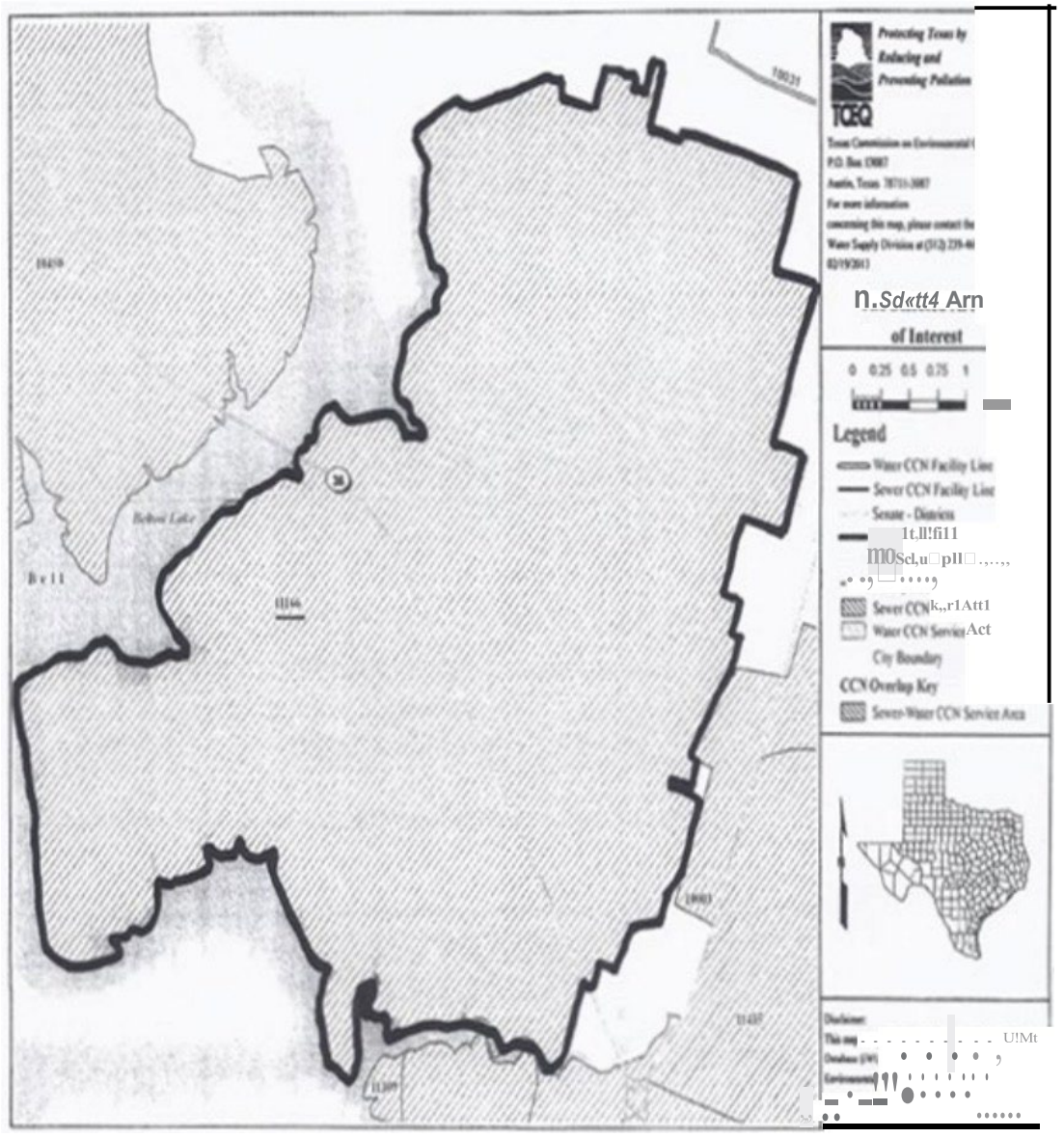
This certificate is issued under Application No. 30999-C and subject to the rules and orders of the Commission, the laws of the State of Texas; conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

Issued Dated: July 21, 2009

ATTEST: .....

For the Commission

MAP OF CCN AREA



SECTION E. SERVICE RULES AND REGULATIONS

1. ***Service Entitlement.*** The Applicant(s) shall be considered qualified and entitled to water service when proper application has been made, terms and conditions of Service and Membership have been met and continue to be met, and all fees have been paid as prescribed. (30 TAC 291.85 (a))

2. ***Service Location and Classification.*** For the purposes of this Tariff, service requested by the Applicant(s) shall be for real estate designated to receive the service provided by the Corporation. Service shall be through a meter located on that designated real estate unless otherwise approved by the board. Service shall be divided into the following two classes:
   a. **Standard Service** is defined as service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4" or 3/4" sized water meter services set on existing pipelines no more than five feet in depth.
   b. **Non-Standard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account (see E 26 of this section), or an addition to the supply, storage and/or distribution/collection system. The service requirements as prescribed by Section F of this Tariff shall be required of the Non-Standard Service Applicant prior to providing service.

3. ***Service Requirements.*** The Corporation's Service Application and Agreement Form shall be completed in full and signed by the Applicant(s). Where applicable in addition to the applicant any other person sharing an ownership interest in and receiving service at that property shall sign the Service Application and Agreement Form; however, even if the spouse or other person sharing an ownership interest does not sign the Service Application and Agreement Form, they are still responsible for all terms set forth therein, and for any debt obligation related to the account. (See Sample Application RUS-TX Bulletin 1780-9 (Rev. 01/09))
   a. A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement fonn, required by the Corporation, must be completed by the Applicant for the purpose of allowing future facility additions. (See Sample Application - RUS-TX Bulletin 1780-9 (Rev. 01/09), 30 TAC 290.47 Appendix C.) ***NOTE:*** This requirement may be delayed for Non-Standard Service requests.
   b. 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 wan·anty deed, deed of trust or other legally binding, notarized, and recordable documentation of title to the real estate designated to receive service. (Texas Water Code Sections 67.016 (e), and 13.002 (11)).
   c. On the request by the property owner or owner's authorized agent, the Corporation shall install individual meters owned by the Corporation in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the Corporation determines that installation of individual meters is not feasible. If the Corporation determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of sub-meters or individual meters. The Corporation shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in Section F 3. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the

property, as determined under applicable provisions of Section F. It shall be the responsibility of the property owner to obtain the memberships required for each individual meter.

d. Notice of application approval and costs of service determined by the Corporation shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time, the Applicant must re-apply for service. (30 TAC 291.81 (a) (1))

e. If the water main has been located in the public right-of-way (ROW) and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant easement to the Corporation for the purpose of installing the water main and appurtenances, and the Corporation has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant easement required under this Tariff and in addition to the normally required fees for new customer service, shall pay such sums as are reasonably necessary to cap the existing line in the ROW and construct the appropriate line or lines within that easement for the Corporation's system-wide service. (see Miscellaneous Transaction Forms)

4. ***Ownership of equipment*** All water meters, equipment, and materials required providing water service to the point of customer connection; watering meter or service tap, are the property of the Corporation upon installation, and shall be maintained by the water system only.

5. ***Requirements for Mandatory Sewer Connection.*** - the installation of any private on-site wastewater treatment or holding facility on property within the Corporation's certificated service area which is less than 300 feet (measured from boundary line of the property to the nearest point of the Corporation's water system along a public-right-of-way or utility easement) is prohibited and service toanysuchproperty will not be provided by the Corporation. (Note: This does not apply to any person who has installed an on-site wastewater holding or treatment facility if that on-site facility was installed prior to construction and operation of the Corporation's water system within 300 feet of the property or prior to the effective date stated herein.) The Corporation must review and approve plans and specifications for any connection prior to construction (Texas Water Code 49.234). Developer(s) must call the Corporation General Manager for additional information.

6. ***Activation of Standard Service.***

a. **New Tap** - The Corporation shall charge a non-refundable service installation fee as required under Section G of this tariff. The service installation fee shall be quoted in writing to the Applicant. All fees shall be paid, or a deferred payment contract signed in advance of installation. (30 TAC 291.86 (a)(l)(A))

b. **Re-Service** - On property where service previously existed, the Corporation shall charge the Membership Fee (where the Membership Fee has been satisfied), reconnection costs, any delinquent charges if the applicant is the person that previously incurred those charges, seasonal reconnect fee as appropriate, and other applicable costs necessary to restore service.

c. **Performance of Work-All** tapand equipment installations specified by the Corporation shall be completed by the Corporation staff or designated representative after all application requirements have been met. The tap for a standard service request shall be completed within five (5) working days whenever practicable, but not later than 10 working days. This time may be extended for installation of equipment for Non-Standard Service Request. (See Section F)

d. **Inspection of Customer Service Facilities** - The property of the Applicant/Member shall be inspected to ensure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install, inspect, test, maintain and provide all required documentation of any approved

backflow prevention device required by the Corporation. (30 TAC 290.46U); Service Agreement Form)

7. ***Activation of Non-Standard Service.*** Activation of Non-Standard Service shall be conducted as prescribed by terms of Section F of this Tariff.

8. Changes in Service Classification. If at any time the Corporation determines that the customer service needs changed from those originally applied for to a different service classification and the Corporation determines that additional or different facilities are necessary to provide adequate service, the Corporation shall require the Applicant/Member to re-apply for service under the terms and conditions of this Tariff. Applicant/Members failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Tariff, Section E 17.

9. Membership.

a. **Eligibility vs. Qualification** - 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** - Upon qualification for service, eligibility for Membership, payment of the required fees, and any debt owed to the Corporation, the Corporation shall certify the Applicant as a Member. The Membership shall entitle the Member to one (1) connection to the Corporation's water service and one (1) share of Corporation Stock. The Membership entitles the Member to one (1) vote in the election of directors and in such other matters requiring the approval of the Corporation's Members at any Annual or Special Membership Meeting of the Corporation as prescribed by the Corporation Bylaws. Ownership of more than one (1) Membership shall not authorize the Member to cast more than one (1) vote at any annual or special membership meeting. Each Membership and Stock thereby represented, may be assigned to the specified parcel of land originally designated to receive service at the time of application. (Texas Water Code Section 67.016) ***NOTE (1):*** In the event that the Corporation is conducting a potential Members survey for indications of interest in future service for the purpose of determining the feasibility of an initial construction or expansion project under RUS guidelines (see Sample Application Packet), regular application procedures may be modified. An Indication of Interest Fee may be required prior to qualifications for receipt of service by the Applicant but shall only be used or applied as a Membership Fee for Member- ship purposes (upon issuance of a Membership) if service is ultimately received or reserved by the Applicant as a result of the planned project facilities. If service is not provided within the scope of this project, Indication of Interest Fees shall be refunded, less expenses, within sixty (60) days of the loan closing with the Rural Utilities Service. ***NOTE (2):*** In the event the applicant is in the process of construction the Membership will be considered TEMPORARY until such time as the final Customer Service Inspection is completed and the forms are returned as required. (See Section C, Section E Sub-Section 1. Service Entitlement)

c. **Transfers of Membership.** -(Texas Water Code Section 67.016)

1) A Member is entitled to transfer Membership in the Corporation only under the following circumstances:

(a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or

(b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or

(c) The Membership is transferred without compensation or by sale to the Corporation; or

(d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

2) In the event that Membership is transferred pursuant to the provisions of Subsection 9 c. (1) of this Section, such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer. A transfer of Membership shall be considered a new application for service and is not binding on the Corporation until such transfer has been approved as provided by Subsection 9 c. (3) of this Section.

3) Qualifications for service upon transfer of Membership set forth in Subsection 9 c. **(1)** of this and 9 c. (2) of this Section shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:

(a) The Transferee has completed the required Application Packet including granting the Corporation with a private utility easement on the form provided by the Corporation;

(b) The Transferee has paid the balance of the Transferor's membership fee to the face value of the Transferor's membership fee, to the extent that it was partially liquidated; and

(c) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose.

4). If the application packet and other information is not completed on the day transfer of membership is requested the corporation will give the transferee written notice of 10 additional days to produce completed documentation to the corporation office. Service will be disconnected on the day following the 10th day according to disconnection with notice requirements. Additional time may be allowed at the directions of the general manager or board.

d. **Cancellation of Membership** - To keep a Membership in good standing, a Base Rate or a Reserved Service Charge must be paid monthly to the Corporation, whether or not water is used. Failure to pay this monthly charge to the Corporation shall jeopardize the Member's Membership standing and give rise to liquidation of the Membership Fee and forfeiture of the Membership. A Member may be relieved of this obligation by completing a Service Discontinuance Request Fonn and paying the final balance to the Corporation prior to termination of service. (See Misc. Transaction Forms.) However, a Member is not relieved of any obligations incurred prior to the date of surrender of a properly endorsed Membership prior to termination of service. Rights to future service at this tap shall be extended on an as-available basis and subject to the terms of the Activation of Service Subsection E 6. Of this Tariff (Texas Water Code Section 67.016)

e. **Liquidation Due To Delinquency-** When the amount of the delinquent charges owed by the Member equals the Membership Fee, the Membership Fee shall be liquidated, and the Membership canceled 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, the Corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation, provided proper notice has been given (see Tariff Section E, Subsection 17.). The Corporation shall collect any remaining account balances by initiation of legal action. Re-instatement of service shall be subject to the tenns of the Activation of Service Subsection E 6. Of this Tariff

f. **Cancellation Due To Policy Non-Compliance-** The Corporation may cancel a Membership anytime a Member fails to comply with policies of the Corporation, including but not limited

to Member's failure to provide proof of ownership of the property from which the Membership arose. (Texas Water Code Section 67.016)

g. **Re-assignment of Canceled Membership.**

1) The Corporation, upon cancellation of Membership under the provisions of this Tariff, may re-assign the canceled Membership to a person or entity that has legal title to the real estate from which the canceled membership arose and for which water or sewer service is requested (Texas Water Code Section 67.016). Membership will not be re-assigned unless the person or entity that has legal title to the real estate has complied with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package.

2) The Corporation shall reassign a canceled Membership to a person or entity that acquires the real estate from which the Membership arose through judicial or non-judicial foreclosure. The Corporation will require proof of ownership resulting from the foreclosure and compliance with the corporation's current rates, charges, and conditions of service, including current membership fee, set forth in the tariff and service application package. In the event of foreclosure by a mortgage institution, the Corporation may allow a property management company to acquire the Membership if the management company provides written documentation showing that the management company is legally responsible for the management of the property, and it is not feasible for the mortgage institution to be the Member.

h. **Mortgaging of Memberships** - Nothing herein shall preclude a Member from mortgaging his/her Membership. However, notification to the holder of any security interest (mortgagee/lien-holder) of account status of Member/mortgagor will be provided only upon satisfactory completion of requirements for such conditions under the Membership Mortgage Agreement (See Miscellaneous Transaction Forms). Prior to the cancellation of any Membership as provided under Subsection E 9.d. (Cancellation of Membership), the Corporation will notify the holder of any security interest in the Membership. The holder of the security interest also must hold a security interest in the real property at which water service is provided under the Membership. The Corporation may transfer the Membership to the holder of such security interest in lieu of cancellation, provided the holder of the security interest pays in full all delinquent and unpaid obligations and provided further that the holder of the security interest has secured title to the real property from which the Membership arose. The Corporation may withhold cancellation of a Membership pending the resolution of any foreclosure proceedings or similar legal proceedings by the holder of the security interest.

1. **Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings** - Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting of a deposit or other form of security, acceptable to the Corporation, as a condition for continuing utility service. Unless special circumstances require otherwise, the amount of security shall equal the amount of charges for the month of greatest use during the preceding 12 months. The Corporation shall not require the payment of any security prior to the expiration of 20 days following the date on which the petition is filed. Failure to provide this security by the date specified by the Corporation may result in termination of service according to the Disconnection with Notice Provisions of Section E 17. Of this Tariff, with a copy of the notice to the bankruptcy Trustee.

J. **Cancellation and Re-Assignment of Membership as a Result of Divorce (or Dissolution of Joint Tenancy)-** The Corporation shall transfer the membership toa spouse (or joint tenant) who has been awarded the property designated to receive service. The Corporation must be provided adequate documentation of the ownership rights of the spouse (or joint

tenant) requesting transfer, such as final divorce decree, temporary court order, or agreement. In no event shall any membership(s) be transferred if the transferee does not otherwise meet the qualifications for membership and for service.

10. Owners and Renters. Any Member having complied with the requirements of this Tariff, renting or leasing property designated to receive service according to the terms of this tariff to other parties, is responsible for all charges due the Corporation. The membership for rental or leased properties shall be in the name of the owner of the property as required by this Tariff. The Corporation may bill the renter or lessee for utility service (at Member Request) as a third party, but the Member is fully responsible for any and all unpaid bills left by the renter/lessee. The owner shall be required to sign an Alternate Billing Agreement if the owner requests that the tenant be billed for utility service. (See Miscellaneous Transaction Forms.) The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The Corporation will notify the Member of the renter's past due payment status. Such notification will be subject to a service charge (see Miscellaneous Transaction Forms).

If at any time the member requests that membership be canceled thereby discontinuing service to an occupied rental property, the Corporation shall provide written notice to the tenant(s) a minimum of five (5) days prior to the scheduled disconnection date.

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

a. Failure of the Applicant or Transferee to complete all application requirements, including granting an easement, completing all forms, and paying all required fees and charges;
b. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and bylaws of the Corporation;
c. Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection;
d. Failure of Applicant or Transferee to provide representatives or employees of the Corporation reasonable access to their property;
e. Failure of Applicant or Transferee to comply with all governmental rules and regulations of the Corporation's tariff on file with the state regulatory agency governing the service applied for by the Applicant;
f. Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested;
g. Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided;
h. Failure of Applicant or transferee to comply with applicable regulations for on-site sewage disposal systems if the Corporation has been requested to deny service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code, and/or
1. Failure of the Applicant or Transferee to pay any previous outstanding delinquent account(s) in full. This could be delinquencies resulting from the same account location or other service location(s) within the system where the Applicant or Transferee received service. (Also see E 9.)

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

the Corporation.

13. 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 member or occupant of the premises to be served;
b. Failure to pay a bill to correct previous under-billing due to misapplication ofrates more than six (6) months prior to the date of application;
c. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, unless the customer has first beennotified and been afforded reasonable opportunity to comply with said requirements;
d. Failure to pay a bill of another member or customer as guarantor thereof unless the guarantee was made in writing to the Corporation as a condition precedent to service, and/or
e. Failure to pay the bill of another member or customer at the same address except where the change of customer identity is made to avoid or evade payment of a utility bill.

14. Deferred Payment Agreement and Promise to Pay Agreement

a. A Promise to Pay Agreement payment extension agreement may be offered by the Corporation to a Member or rental tenant who cannot pay the current month's charges before the scheduled disconnection date and is willing to pay the balance due no later than the last day of that month. (See Miscellaneous Transaction Forms) This agreement may be offered no more than three (3) times within a calendar year to any one Member or rental tenant.

b. **Under the Deferred Payment Agreement** the Corporation may offer a deferred payment plan to a Member or rental tenant who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments (normally 90-days or less) as determined by the Corporation, including any Late Penalty Fees or interest on the monthly balance to be determined as per agreement, in addition to the regular monthly bill. (See Miscellaneous Transaction Forms) This payment plan is intended for Members who have had water leakage exceeding 3 x their normal usage. Failure to make required and timely payments as provided in any deferred payment agreement will void that agreement and service will be discontinued. The Corporation may consider another deferred payment agreement provided payments will be made by automatic bank draft or credit/debit card. Non-payment of any amount under an additional deferred payment agreement will cause service to be disconnected immediately and service will not be restored until the account is paid in full and all other charges resulting from the disconnection of service are fully paid. In the event the requestor is a tenant of rental property the Corporation shall notify the owner/member of the deferred payment agreement.

15. Charge Distribution and Payment Application.

a. **The Base Rate or the Reserved Service Charge** is for the billing period normally from the week of the15th day of the previous month to the week of the 15th day of the current month. 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 10th 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. **Gallonage Charge** shall be billed at the rate specified in Section G and billing shall be calculated in ten (10) gallon increments. 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 representative.

c. **Posting of Payments -** All payments shall be posted against previous balances and late fees prior to posting against current billings.

d. **Forms of Payment:** The Corporation will accept the following forms of payment: personal check, cashier's check, money order, credit card, debit card, automatic debit on customer's bank account, or draft on bank. The Corporation will not accept cash. The Corporation will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the Corporation. The Corporation reserves the right to credit the account any change left over from over payments.

16. Due Dates, Delinquent Bills, and Sen,ice Disconnection Date.

a. The Corporation shall mail all bills on or about the week of the 20th of the month. All bills are considered the responsibility of each person signing the Service Application and Agreement Form. All bills shall be due and payable upon receipt and are past due beyond the date (10^{th}) indicated on the bill (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. Normally, a one-day grace period may then be allowed for delayed payments prior to mailing of final notices. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the Corporation office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.

b. The board of directors or general manager may elect to not charge a late fee or disconnect fee in accordance with this Tariff during or after the occurrence of a natural disaster or other incident that impacts the property of members or interrupts the management and operation of the system.

c. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the Corporation shall receive extension of the past due date, without penalty. The extension shall not exceed 10 days beyond the usual 15-day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Utilities Code Sections 182.001 - 182.005) If this request originates from a tenant at a rental property the owner/ member will be notified in writing of any extension request.

17. Rules for Disconnection of Service. The following describes the rules and conditions for disconnection of service. Notwithstanding any language to the contrary in the Service Application and Agreement Form, the Corporation may only discontinue service for the reasons set forth in this Section.

a. **Disconnection with Notice -** Water utility service may be disconnected for any of the

following reasons after proper notification has been given.

1) Returned Checks - The Corporation shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the Corporation office. Redemption of the returned instrument shall be made by money order, or certified check. Failure to meet these terms shall initiate disconnection of service. (see Miscellaneous Transaction Forms) Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the Corporation. The Member/Customer in violation shall be placed on a "no checks" basis for a period of 12 months. ***NOTE:*** "no checks," means certified check or money order.

2) Failure to pay a delinquent account for utility service, failure to timely provide a deposit or other security under Section E 9 (i), or failure to comply with the terms of a deferred payment agreement (Miscellaneous Transaction Forms);

3) Violation of the Corporation's rules pertaining to the use of service in a mam1er which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;

4) Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff (including, where appropriate, Section H), Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply, and Member has failed to comply within a specified amount of time after notification.

5) Failure to provide access to the meter under the terms of this Tariff or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify.

6) Misrepresentation by any Applicant or Transferee of any fact on any form, document, or other agreement required to be executed by the Corporation.

7) Failure of Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service classification originally applied for under the original service application.

8) Cancellation of membership by Member on an account that the Member holds for water service to the Member's renter/lessee, even if the renter/lessee has kept the account balance current under an Alternate Billing Agreement. (Note: The cancellation of membership must be in writing and signed by the Member. CORPORATION ASSUMES NO LIABILITY TO RENTER/LESSEE; MEMBER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH, AND LIABILITY UNDER ANY FEDERAL, STATE, OR LOCAL LAW CREATING OR PROTECTING RIGHTS OF RENTERS/LEESSEES.)

9) Violation of any applicable regulation or pertaining to on-site sewage disposal systems if the Corporation has been requested in writing to disconnect service by the TCEQ or the TCEQ's designated representative under Chapter 366 of the Texas Health and Safety Code.

10) Failure to pay charges arising from service trip fee as defined in Section G 13, meter re-read fee.

11) Failure by a Customer/Member to pay for all repair or replacement costs resulting from the Customer/Member damaging system facilities including, but not limited to water or sewer lines, service taps, meter boxes, valves, or meters by engaging in activities such as property excavations, installment of a driveway or roadway requiring encasements, lowering or re-routing oflines or system components, or by any other action. The Corporation will provide the Customer/Member with notice detailing the extent of the damage, the location of the damage, the cost of repair, and whether the damage occurred

on private property or on a public right-of-way. Failure to pay the cost of repair or replacement will result in the Customer's/Member's service being disconnected in accordance with the Disconnection with Notice Provisions in this Section. Service will remain disconnected until payment is received or an acceptable payment plan is approved.

12) Failure to disconnect or secure additional service tap(s) for an RV or other service connection (See E 25. of this Section) after notification by the Corporation of violation of the Prohibition of Multiple Connections.

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

1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a public health nuisance under Chapter 341.011 of the Health and Safety Code. If there is reason to believe a dangerous or hazardous condition exists, the Corporation may conduct a customer service inspection (CSI) to verify the hazardous condition and may notify the local county health office. The Corporation will disconnect without notice if the Member refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (30 TAC 290.46(j) and 290.46(i)). Service will be restored when a CSI confirms no health hazard exits, the health hazard has been removed or repaired, or the health hazard has been isolated from the Corporation's water system by the installation of a backflow prevention device.
2) A line leak on the member's side of the meter is considered a potentially hazardous condition under b (1). If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the member a time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.
3) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and/or
4) In instances of tampering with the Corporation's meter or equipment, by-passing the meter or equipment, or other diversion of service.
5) ***NOTE:*** Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.

c. **Disconnection Prohibited -** Utility service may not be disconnected for any of the following reasons:

1) Failure of the Member to pay for merchandise or charges for non-utility service provided by the Corporation, unless an agreement exists between the Applicant and the Corporation whereby the Member guarantees payment of non-utility service as a condition of service;
2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
3) Failure of the Member to pay charges arising from an under-billing occurring due to any misapplication of rates more than six (6) months prior to the current billing;
4) Failure of the Member to pay the account of another Member as guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service;
5) Failure of the Member to pay charges arising from an under-billing due to any faulty metering, unless the meter has been tampered with or unless such under-billing charges are

due under the Inoperative Meters subsection E 21, of this tariff.

6) Failure of the Member to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan unless the Corporation is unable to read the meter due to circumstances beyond its control.

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 a Certificated Service Area without written notice to its Members and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality.

f. **Disconnection for Ill Customers** - The Corporation may not discontinue service to a delinquent residential Member or tenant permanently residing in an individually metered dwelling unit when that Member or tenant establishes that discontinuance of service will result in some person at that residence becoming se1iously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances, the Member or tenant must provide a written statement from a physician to the Corporation prior to the stated date of disconnection. Service may be disconnected in accordance with Subsection (a) of this Section if the next month's bill and the past due bill are not paid by the due date of the next month's bill unless the Member or tenant enters into a Deferred Payment Agreement (see Miscellaneous Transaction Forms). The Corporation shall provide notice to an owner of rental property in the event a tenant requests service not be discontinued due to illness as per this subsection.

g. **Disconnection of Master-Metered Accounts and Non-Standard Sewer Services** - When a bill for water utility services is delinquent for a master-metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply: (30 TAC 291.126)

1) The Corporation shall send a notice to the Member as required. This notice shall also inform the Member that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.

2) At least five (5) days after providing notice to the Member and at least five (5) days prior to disconnection, the Corporation shall post at notices, stating "Termination Notice" in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.

3) 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.

18. 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 sent on the new change date unless otherwise determined by the Corporation.

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

E9.c.

20. Disputed Bills. In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall forthwith make and conduct an investigation as shall be required by the particular case and report the results **in** writing thereof to the Member. All disputes under this Subsection must be submitted to the Corporation, in writing, prior to the due date posted on said bill except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee, as provided under Section E 9.c.

21. 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 six (6) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

22. Bill Adjustment.

a. 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 test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months but not extending beyond current Membership except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by theTransferee, as provided under Subsection 9 c. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test.The Member shall complete a Meter Test Request Form prior to the test. (See Misc. Transaction Forms.)

b. Due to Estimated Billing. If the Corporation has estimated usage because the Corporation is unable to access the meter due to circumstances beyond the Corporation's control, such as a natural disaster; or because access is hindered or denied by a Member, the Corporation shall adjust the bill once access has been regained and actual usage is determined.

c. Due to leak- If a Member's monthly bill is higher than nonnal due to a leak on the Member's side of the meter, the Member may submit a written leak adjustment request to the Corporation. Upon approval of a leak adjustment by the Corporation, the Member shall be charged the amount of one month's average bill for the previous twelve (12) months. Any additional consumption above the Member's average bill shall be charged at the Corporation's current lowest-tier rate that fully covers the cost of service associated with the additional consumption. The Corporation may grant an adjustment if each of the following apply:

   1. the amount of excess water usage reflected in the contested bill is at least three (3) times the Member's average monthly usage;
   2. the leak has been verified by the Corporation's manager or other representative;
   3. the Member submits documentary evidence that the leak has been repaired within ninety (90) days of repair, including a statement from a plumber and/or receipt(s) for parts purchased to repair the leak; and
   4. the Member has not requested a leak adjustment during the previous twelve (12) months regardless of the number of meters serving the Member's property or properties.

23. Meter Tampering and Diversion.

a. For purposes of this Section, the term "Tampering" shall mean meter-tampering, by-passing, or diversion of the Corporation's service equipment, or other instances of diversion, including:

1. removing a locking or shut-off devise used by the Corporation to discontinue service,
2. physically disorienting the meter,
3. attaching objects to the meter to divert service or to by-pass,
4. inserting objects into the meter,
5. other electrical and mechanical means of tampering with, by-passing, or diverting service, and
6. preventing thesupply from being correctly registered by a metering device due to adjusting the valve so that flow is reduced below metering capability.

The burden of proof of Tampering 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 Tampering is initiated. A court finding of Tampering may be used instead of photographic or other evidence, if applicable.

Unauthorized users of services of the Corporation shall be prosecuted to the extent allowed by law under the Texas Penal Code Section 28.03.

b. If the Corporation determines under subsection (a) that Tampering has occurred, the Corporation shall charge the offending party the total actual loss to the Corporation, including the cost of repairs, replacement of damaged facilities, and lost water revenues.

c. In addition to actual damages charged under subsection (b), the Corporation may assess a penalty against the offending party.

1. First Offense -The penalty will be assessed at six (6) times the Base Rate.
2. Second Offense -The penalty will be assessed at ten (10) times the Base Rate.
3. Subsequent Offenses - The penalty will be assessed at twelve (12) times the Base Rate.

For ALL offenses, service will remain off until any penalty or other assessment is fully paid including a charge for the service call to restore service. Once all penalty or other assessment is fully paid any service will be restored within 36 hours and any request approved application for standard service will be completed within 5 to 10 working days.
Note: For purposes of this Section, "offending party" means the person who committed the Tampering. In an owner/tenant situation where the tenant committed the tampering, the Corporation may charge a penalty to the owner.

24. Meter Relocation. Relocation of services shall be allowed by the Corporation provided that:

a. The relocation is limited to the existing property designated to receive service;
b. A current easement for the proposed location has been granted to the Corporation; and
c. The Member may be required to pay the actual cost of relocation plus administrative fees.

25. Prohibition of Multiple Connections to a Single Tap.

a. No more than one (1) residential, commercial, or industrial service connection is allowed per meter tap. The Corporation may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter tap (See Section E 26.) Any unauthorized sub-metering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service. If the Corporation has sufficient reason to believe a Multiple Connection exists, the Corporation shall discontinue service under the Disconnection with Notice provisions of this Tariff for a first violation and for subsequent violations service will be disconnected without notice in accordance with E 17. b. (See Sample Application Packet RUS-TX Bulletin 1780-9 (Rev. 01/09))

b. For purposes ofthis section, the following definitions shall apply:
   1) A "multiple connection" is the connection to any portion of a member's system that is connected to a primary delivery point already servicing one residence, one commercial or industrial facility of a water line serving another residence or commercial or industrial facility. Water lines to outbuildings, barns or other accessory structures shall not be consider a multiple connection if: (i) those structures are located on the same tract as the primary delivery point and (ii) such structures are not used as a residence or as a commercial or industrial facility.
   2) A "primary delivery point" shall mean the physical location of a meter or sewer tap that is installed in accordance with this Tariff and applicable law and which provides water service to the residence or commercial or industrial facility of a member.

3) A "residence" shall mean any structure which is being used for human habitation, which may include kitchen and bathroom facilities, or other evidence of habitation as defined by the Corporation.
4) "Commercial" facility shall mean any structure or combination of structures at which any business, trade, occupation, profession, or other commercial activity is conducted. A member that utilizes water within their residence or property for commercial purposes may be required to obtain a separate meter. A business conducted within a member's residence or property that does not require water in addition to that provided to the member's residence shall not be considered a separate commercial facility.

c. The corporation agrees to allow members in good standing to share water usage with a visitor on their property with a recreation vehicle (RV) or travel trailer for a period of no longer than three months total share time in any one year. If the recreation vehicle/travel trailer is being used for a permanent residence, this Tariff requires that an additional meter installation and membership be purchased. If the member routinely has more than one visitor at a time with recreation vehicles or travel trailers or has multiple visitors throughout the year, the corporation may require that a second or additional meter(s) be purchased. The member must submit a written request to the corporation's business office at least 5 business days prior to sharing corporation water with a visitor. The corporation has the right to refuse or deny the shared usage for any reason. The corporation also has the right to inspect the premises for any potential cross-contamination issues as outlined in the Customer Service Inspection requirements and to ensure that the meter is properly sized for the additional usage at the time of total peak water demand. These requirements pertain to visitors ONLY. No commercial usage where fees for water are charged is allowed. If a member is found to violate these conditions, the member will be sent a letter of notice stating that water service will be cut off in ten days if the situation is not corrected.

26. Master Metered Account Regulations. An apartment building, condominium, manufactured housing (modular, mobile or RV) community, business center or other similar type enterprise may be considered by the Corporation to be a single commercial facility if the owner applies for a meter as a "master metered account" and complies with the requirements set forth in TCEQ rules, this Tariff and applicable law. The Corporation may allow master metering to these facilities at an Applicant's request.

27. ***Member's Responsibility.***

a. The Member shall provide access to the meter tap location as per the easement and/or 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.
   1) All connections shall be designed to ensure against on-site sewage contamination, back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46, Health & Safety Code Chapter 366)
   2) Effective January 1, 2014, the use of pipe and pipe fittings that contain more than 0.25%

lead or solder and flux that contain more than 0.0% 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. (30 TAC 290.46)

3) All sewer and potable water service pipeline installations must be a minimum of nine feet apart and meet all applicable plumbing standards for crossings, etc.
Requirements for Traps:
(A) Discharges requiring a trap include but are not limited to:
(i) grease or waste containing grease in amounts that will impede or stop the flow in the public sewers;
(ii) oil, flammable wastes;
(iii) sand, and other harmful ingredients.
(B) Any person responsible for discharges requiring a trapshall, at his own expense, and as required by the approving authority:
(i) Provide equipment and facilities of a type and capacity approved by the approving authority;
(ii) locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection; and
(iii) maintain the trap in effective operating condition.
(C) Approving Authority Review and Approval (By the Board of Directors or Agency):
(i) If pretreatment or control is required, the approving authority shall review and approve design and installation of equipment and processes.
(ii) The design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances and other laws.
(iii) Any person responsible for discharges requiring pretreatment, flow equalizing, or other facilities shall provide and maintain the facilities in effective operating condition at his own expense.

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 shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per Service Application and Agreement executed by the Member.
d. The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter or other service equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.
e. The Corporation shall require each Member to have a cut-off valve within two feet of the meter on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the Corporation.)
f. The member is required to notify the Corporation 48 hours prior to digging or excavation activities along or near water/sewer lines and appurtenances.

CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION PROGRAM

Purpose:

Title 30 of the Texas Administrative Code (30 TAC), Chapter 290, prohibits public water systems from connecting to an actual or potential contamination hazard without first protecting the potable-water supply. The TCEQ rules require public water systems to:

• adopt plumbing ordinances, regulations, or service agreements – *this is accomplished using Moffat's service agreement.*

• require customer-service inspections – *Moffat conducts customer-service inspections upon new construction, commercial business annually, or necessary per TCEQ.*

• require backflow protection using appropriate backflow prevention assemblies & require those assemblies to be tested to ensure that they are working correctly – *this is accomplished and managed by use of having an effective Cross Connection Control and Backflow Prevention Program.*

Definitions:

Air gap - a complete physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. In terms of backflow prevention, the air gap is the most effective, but not always most practical method.

Backflow - a flow in a direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the public water system.

Backsiphonage – backflow that occurs when the supply pressure becomes reduced.

Cross Connection - a physical connection between drinkable water and a liquid or gas that could make the water unsafe to drink. Wherever there is a cross connection, there is a potential threat to public health from the liquid or gas contaminants.

Double Check Valve or DCV- an assembly that is composed of two (2) independently acting, approved check valves, including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. Also known as a Double Check Valve Assembly or DCV.

Health hazard - a cross connection or potential cross connection with any fixture, tank, receptacle, equipment or device that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.

Non-Health Hazard - a cross connection involving a substance that, once introduced into the potable water supply, would constitute a nuisance or be aesthetically objectionable.

Pressure Vacuum Breaker or PVB - an assembly containing an independently operating, internal loaded check valve, and an independently operating loaded air inlet valve located on the discharge side of the check valve that is effective under backsiphonage conditions.

Reduced Pressure Zone Assembly or RPZ - the assembly contains two (2) independently acting approved check valves, a hydraulically-operated, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve, and including properly located test cocks and tightly closing shut-off valves at each end of the assembly. The assembly has much greater potential to protect the water supply.

Tester - a tester who is qualified to test backflow prevention assemblies on any domestic, commercial, industrial or irrigation service except fire lines. Recognized backflow prevention assembly testers shall have completed a TCEQ Executive Director approved course on Cross Connection control and backflow prevention assembly testing, pass an examination administered by the TCEQ Executive Director, and hold a current license as a Backflow Prevention Assembly Tester (BPAT). A list of testers can be found at www.moffatwatersupply.com.

Texas Administrative Code (30 TAC) – the TCEQ is responsible for enforcing rules about public water systems in Texas, according to the Texas Administrative Code, which was created by the Texas Legislature under the Administrative Code Act, 1977.

Cross Connection Control and Backflow Prevention Regulation for Customers with Irrigation Systems:

If an irrigation system is installed on the customer's property that is served by an on-site sewage facility (OSSF/septic system), then according to Texas Commission on Environmental Quality (TCEQ) rules, 30 TAC Chapter 344.51 states that the irrigation system is a Health Hazard. Under these conditions the source water must be protected through a Reduced Pressure Zone Assembly (RPZ). The RPZ must installed at the meter location and be tested upon installation, and every year afterwards to ensure it is functioning properly to reduce the risk of cross contamination.

IMPORTANT: *Before 2009*, irrigation systems connected to properties with an OSSF were allowed to use a **Double-Check Valve Assembly (DCV).** After 2009, the rules changed and now require a **Reduced Pressure Zone Assembly (RPZ)**, which provides greater protection for the public water supply. In practice, this means:

- If your irrigation system was installed before 2009, it was generally considered "grandfathered in."
- You can usually continue using the existing backflow device **until the DCV requires major maintenance, repair, alteration, or replacement**.

- Once major work is performed the device must be upgraded to meet current standards and have an approved RPZ backflow preventer installed.
- Regardless of the installation date, the irrigation system is still subject to inspection requirements.

So, older homes are not fully exempt, but they may temporarily keep older equipment until significant repairs or upgrades trigger compliance with current regulations.

If your irrigation system was installed after 2009, the installer should have installed a **Reduced Pressure Zone Assembly (RPZ)** instead of a double-check valve. If a double-check valve was installed, it did not meet Texas irrigation code requirements.

The Texas Commission on Environmental Quality (TCEQ) requires properties that have both an irrigation system and an OSSF to use an RPZ backflow preventer because of the higher risk of contamination to the public water supply.

To help property owners transition to the correct device, the irrigation and plumbing codes use a phased-in approach. In practice this means:

- Existing systems are not required to be replaced immediately.
- However, if **any repairs, major maintenance, or modifications** are made to the irrigation system, the plumber or licensed irrigator must install an RPZ before completing the repair work.

This requirement helps ensure all systems are eventually upgraded to the proper backflow protection standard.

Cross Connection Control and Backflow Prevention Regulation for Customers with Swimming Pools (private):

If a swimming pool is installed on the customer's property, then according to Texas Commission on Environmental Quality (TCEQ) rules, 30 TAC Chapter 290.47 (f) the assessment of hazard is Non-Health Hazard and under these conditions the source water must be protected through an Pressure Vacuum Breaker or Air Gap. The Air Gap must be installed at the swimming pool fill point, or the PVB must be installed at the meter location and be tested upon installation, and every year afterwards to ensure it is functioning properly to reduce the risk of cross contamination.

NOTE: *Public* swimming pools require an RPZ and must be installed at the meter location and be tested upon installation, and every year afterwards to ensure it is functioning properly to reduce the risk of cross contamination.

Cross Connection Control and Backflow Prevention Regulations for Customers with Commercial Businesses:

If a commercial business is installed on the customer's property, then according to Texas Commission on Environmental Quality (TCEQ) rules, 30 TAC Chapter 290.47 (f) the assessment of hazard is Non-health Hazard. Under these conditions the source water must be protected through an Reduced Pressure Principle Backflow Prevention Assembly (RPZ). The RPZ must installed at the meter location and be tested upon installation, and every year afterwards to ensure it is functioning properly to reduce the risk of cross contamination.

Required Device Testing and Reporting Delivery Method:

All Moffat WSC customers required to have an RPZ or PVB installed are responsible for hiring a licensed backflow tester to test the device annually and certify it's functioning properly to reduce the risk if contaminating the public drinking water system. Backflow testing is the owner's responsibility and is paid for by the owner.

Moffat WSC uses a third party, Backflow Solutions Inc. (BSI), to manage the water supply's backflow prevention testing program. BSI will send a testing notification to the customer each year. The notice will include a test due date and Customer Confirmation Number (CNN) top right of the notice. The tester must have the CNN for uploading their test report for existing and replaced backflow assemblies via www.bsionline.com.

BSI does not test backflow assemblies, however Moffat WSC customers can find a list of testers in the area and verify when the test report has been filled at www.bsionline.com. In addition, a list of testers is available at www.moffatwatersupply.com. **Do not submit test results directly to the Moffat WSC.**

If Moffat WSC has not received an inspection report from a licensed plumber within 10 days of the due date, via BSI Online, the water supply will perform the inspection and send the customer a bill for $150.00 plus cost of the backflow test and filing fee. The inspection must be done by a person holding a Backflow Prevention Assembly Tester (BPAT) license.

Understanding Backflow Device Requirement Scenarios:

Scenario 1

Customer has an On-Site Sewage Facility (OSSF) and a lawn irrigation system only.
Required Backflow Device: Reduced Pressure Zone Assembly (RPZ)

Scenario 2

Customer has an On-Site Sewage Facility (OSSF) and a private swimming pool only.
Required Backflow Protection: Pressure Vacuum Breaker (PVB) or an Air Gap

Scenario 3

Customer has an On-Site Sewage Facility (OSSF), a private swimming pool, and a lawn irrigation system.
Required Backflow Device: Reduced Pressure Zone Assembly (RPZ)

Visual Backflow Device Understanding

Air Gap at swimming pool:

Pressure Vacuum Breaker Assembly (PVB)

Reduced Pressure Zone Assembly (RPZ)

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

Part I. **General Requirements. This section details the requirements for all types of non-standard service requests.**

1. ***Purpose.*** It is the purpose of this Section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of Non-Standard Service are determined, including the Non-Standard Service Applicant's and the Corporation's respective costs.

   For purposes of the Section, the term "Applicant" shall refer to the individual or entity that desires to secure Non-Standard Service from the Corporation. The Applicant must be the same person or entity that is authorized to enter into a contract with the Corporation setting forth the terms and conditions pursuant to which Non-Standard Service will be furnished to the property. In most cases, the Applicant shall be the owner of real property for which Non-Standard Service is sought. In the event that the Applicant is other than the owner of real property, the Applicant must furnish evidence to the Corporation that it is authorized to request Non-Standard Service on behalf of such owner, or that it otherwise has authority to request Non-Standard Service for the real property.

2. ***Application of Rules.*** This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of land can include, but are not limited to, road bores, extensions to the distribution system, service lines exceeding 3/4" diameter and service lines exceeding 10 feet. Non-residential or residential service applications requiring a larger sized meter typically will be considered non-standard. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard. This Section may be altered or suspended for planned facility expansions when the Corporation extends its indebtedness.

   This Section sets forth the general terms and conditions pursuant towhich the Corporation will process Non-Standard Service Requests. The specific terms and conditions pursuant to which the Corporation will provide non-standard service in response to any request will depend upon the nature of such request and may be set forth in a legally enforceable, contractual agreement to be entered into by the Corporation and the service Applicant. The agreement may not contain any terms or conditions that conflict with this Section.

3. ***Non-Standard Service Application.*** The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service Contract by the Corporation:
   a. The Applicant shall provide the Corporation a completed Service Application and Agreement Form. The Applicant shall specify any Special Service Needs, such as large meter size, size of subdivision or multi-use facility.
   b. A final plat (see Tariff Definition Section- Final Plat) approved by the Corporation must accompany the Application showing the Applicant's requested service area. The plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.

NOTE: It is the responsibility of the Applicant to secure all necessary approvals of the subdivision once an Agreement is in place between the Corporation and the Applicant.

c. A Non-Standard Service Investigation Fee shall be paid to the Corporation in accordance with the requirements of Section G of this Tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation shall refund any balance that remains after it has completed its service investigation and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant shall pay to the Corporation upon the Corporation's request all additional expenses that have been, or will be incurred by the Corporation and Corporation shall have no obligation to complete processing of the Application until all remaining expenses have been paid.

d. If after the service investigation has been completed, the Corporation determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the Corporation's Certificate of Convenience and Necessity, service may be extended provided that:
   1). The service location is not in an area receiving similar service from another retail Corporation;
   2). The service location is not within another retail Corporation's Certificate of Convenience and Necessity; and
   3). The Corporation's Certificate of Convenience and Necessity shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by Corporation in amending its CCN, including but not limited to engineering and professional fees. If the service location is contiguous to or within one-fourth (1/4) mile of Corporation's Certificate of Convenience and Necessity, Corporation may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including legal, surveying and engineering fees incurred by Corporation in securing the amendment).

4. ***Design.*** The Corporation shall approve the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract in accordance with the following schedule:

a. The Corporation's Consulting Engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested service within the Corporation's specifications, incorporating any applicable municipal or other governmental codes and specifications.

b. The Consulting Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee under Tariff Section F 3.

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

d. The Corporation's Engineer shall ensure that all facilities for any Applicant meet the demand for service as platted and/or requested in the plans or plat submitted with application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands provided however, that the Corporation shall pay the expense of such upgrading in excess of that which is reasonably allocable to the level and manner of service requested by the Applicant.

5. ***Non-Standard Service Contract.*** Applicants requesting or requiring Non-Standard Service may be requested to execute 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. The service contract may include, but is not limited to:

a. All costs associated with required administration, design, construction, and inspection of facilities for water/sewer service to the Applicant's service area and terms by which these costs are to be paid.
b. A procedure by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
c. Equity Buy-In Fee (Front-end Capital Contributions) required by the Corporation in addition to the other costs required under this Section.
d. Monthly Reserved Service Charges as applicable to the service request.
e. Terms by which service capacity shall be reserved for the Applicant and duration of reserved service with respect to the demand which the level and manner of the service will have upon the Corporation's system facilities.
f. Terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Equity Buy-In Fees.
g. Terms by which the Corporation shall administer the Applicant's project with respect to:
    1. Design of the Applicant's service facilities;
    2. Securing and qualifying bids;
    3. Execution of the Service Contract;
    4. Selection of a qualified bidder for construction;
    5. Dispensing advanced funds for construction of facilities required for the Applicant's service;
    6. Inspecting construction of facilities; and
    7. Testing facilities and closing the project.
h. Terms by which the Applicant shall indemnify the Corporation from all third-party claims or lawsuits in connection with the project.
1. Terms by which the Applicant shall dedicate, assign and convey to the Corporation all constructed facilities and related rights (including contracts, easements, rights-of-way, deeds, warranties, and so forth) by which the Corporation shall assume operation and maintenance responsibility for the Applicant's project. The Applicant shall also provide reproducible as-built drawings of all constructed facilities. The as-built drawings must verify that all facilities have been properly located within the easements conveyed to the Corporation.
J. Terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and bylaws.

6. ***Construction of Facilities by Applicant Prior to Execution of Service Contract.*** -The Corporation and the Applicant must execute a Non-Standard Service Contract prior to the purchase of supplies and materials or initiation of construction of facilities by the Applicant. In the event that the Applicant commences construction of any such facilities prior to execution of a Contract with the Corporation, then the Corporation may refuse to provide service to the Applicant or, in a subdivision, to any person purchasing a lot or home from the Applicant. Alternatively, the Corporation may require full costs of replacing/repairing any facilities constructed without prior execution of a contract from any person buying a lot or home from Applicant. At a minimum, the Corporation will require that all facilities be uncovered by the Applicant for inspection by the Corporation, require that any facilities not approved by the Corporation be replaced, and take any other lawful action determined appropriate by the Board of Directors of the Corporation.

7. ***Dedication of Water System Extension to WSC.***

a. Upon proper completion of construction of all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant (the "Facilities"), the Facilities shall become the property of the Moffat WSC. The Facilities shall thereafter be owned and maintained by Moffat WSC subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Facilities shall be made by the Moffat WSC.

b. Upon transfer of ownership of the Facilities, Applicant shall warrant materials and performance of the Facilities constructed by Applicant for 12 months following the date of the transfer.

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

If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Applicant shall secure easements or else title to facility sites in behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the Applicant. (See Sample Application Packet RUS Form 442-8 or 442-9 (Rev. 6-06))

a. All additional costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant, due to the inability of the Applicant to secure private right-of-way easements, such as including road bores and TXDOT approvals shall be paid by the Applicant. Alternatively, Applicant shall pay all costs, including legal and other professional fees and the condemnation award in the event Corporation secures such private easements or facility sites through eminent domain proceedings.

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) and title to property required for other on-site and off-site facilities.

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

9. ***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 (as per Engineer's determination), to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the qualified bidder in accordance with the following criteria:

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

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

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

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

d. The Contractor shall qualify with the Corporation as competent to complete the work (including but not limited to current water/sewer license, OSHA competent person training, and other licenses/ certificates as required to complete the project); and

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

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

11. ***Construction.***

a. All roadwork pursuant to state, county and/or municipal standards (as 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, approved road sleeves /casings 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 compliance with Corporation standards.

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

PART II. **Request for Service to Subdivided Property**

This section applies to applicants that are developers as defined in Section C Definitions.

1. ***Sufficient Information*** - Applicants shall provide the corporation sufficient information describing the level and manner of service requested and the timeline for initiation of this service. The following is the minimum information needed for an engineering evaluation of the requested service to the property described in the application.

a. Completion of requirements described in Section F Part I, including completing the *Non-Standard Service Application.*

b. Applicant shall provide the Corporation with details concerning access to the property during evaluation of application.

c. Applicant shall be notified in writing by the Corporation or designated representative if service can be extended in accordance with the details described on the Applicant's request for service.

2. ***Service within Subdivisions*** -The Corporation's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the nonstandard service specified by the Applicant. The Applicant is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the Corporation under the provisions of this Tariff and specifically the provisions of this Section; if the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the Corporation is obligated to provide water/sewer service (Texas Water Code 13.2502). In addition, Corporation may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. Applicant is advised that purchasers of lots also may have legal recourse to the Applicant under Texas law, including but not limited to Texas Water Code Section 13.257, and the Business and Commerce Code Chapter 17, Subchapter E Deceptive Trade Practices & Consumer Protection Act.

3. ***For Service to subdivisions involving tracts of 50 acres or greater,*** the Applicant must provide the following in addition to all other information otherwise required by this Section:

a. Map and description of the area to be served using map criteria in 30 TAC 29l.105(a)(2) (A-G)).
b. Time frame for:
   1. Initiation of service
   2. Service to each additional phase following the initial service
c. Level of service (quantity and quality) for:
   1. Initial needs
   2. Phased and final needs and the projected land uses that support the requested level of service for each phase
d. Manner of service for:
   1. Initial needs
   2. Phased and final needs and the projected land uses that support the requested level of service for each phase
e. Any additional information requested by the Corporation necessary to determine the capacity and the costs for providing the requested service.
f. Copies of all required approvals, reports and studies done by or for the Applicant to support the viability of the proposed development.

Applicant must provide reasonably sufficient information, in writing, to allow the Corporation to determine whether the level and manner of service specified by the Applicant can be provided within the time frame specified by the Applicant and to generally determine what capital improvements, including expansion of capacity of the Corporation's production, treatment and/or storage facilities and/or general transmission facilities properly allocable directly to the service request are needed. If the Applicant proposes development in phases, the Applicant should specify the level and manner of service and the estimated time frame within which that service must be provided for each phase, and the Applicant must depict the currently estimated location of each phase on the maps required under 30 TAC Section 291.105(a)(2)(A-G). It is important that the Applicant's written request be complete. A complete application by the Applicant should include:

(a) the proposed improvements to be constructed by the Applicant;
(b) a map or plat signed and sealed by a licensed surveyor or registered professional engineer;
(c) the intended land use of the development, including detailed information concerning the types of land uses proposed;
(d) the projected water and/or sewer demand of the development when fully built out and occupied, the anticipated water/sewer demands for each type of land use, and a projected schedule of build-out;
(e) a schedule of events leading up to the anticipated date upon which service from the CCN holder will first be needed; and
(f) a proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.

Applicant must establish that current and projected service demands justify the level and manner of service being requested. In making his/her written request for service, the Applicant must advise the corporation that he/she may request expedited decertification from the TCEQ.

Upon payment of the required fees, the Corporation shall review Applicant's service request. If no additional information is required from Applicant, the Corporation will prepare a written report on Applicant's service request, subject to any final approval by the Corporation's governing body (if

applicable) which must be completed within the 90 days from the date of application and payment of the required fees. The Corporation's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant, and the costs for which the Applicant will be responsible (including capital improvements, easements or land acquisition costs, and professional fees).

In the event the Corporation's initial review of the Applicant's service shows that additional information is needed, the Corporation will notify Applicant of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the Corporation receives the Applicant payment of the required fees. Applicant should respond to the Corporation's request for additional information within 15 days of receipt of the Corporation's writtenrequest. In any case, the Corporation will provide the written report, including any final approval by the Corporation's Board (if applicable) within 90 days from the date of the initial written application and payment of all required fees.

By mutual written agreement, the Corporation and the Applicant may extend the time for review beyond the 90 days provided for expedited petitions to the TCEQ.

4. ***Final approval*** - Upon final approval by the Corporation and acceptance of proposal for service by the Applicant, a non-standard service contract will be executed, and the corporation shall provide service according to the conditions contained in the Non-Standard Service Contract.

SECTION G. RATES AND SERVICE FEES

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

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

    a. Most Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application. However, if the Corporation, in its sole discretion, determines that additional professional and/or legal services are required, Applicant shall pay a non- refundable fee to the Corporation for its expenses regarding the investigation. In such event, the time for providing the cost quote to the Application shall be extended to 30 days.

    b. All Non-Standard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to;
        (1) provide cost estimates of the project,
        (2) to present detailed plans and specifications as per final plat,
        (3) to advertise and accept bids for the project,
        (4) to present a Non-Standard Service Contract to the Applicant, and
        (5) to provide other services as required by the Corporation for such an investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.)

2. ***Membership Fee.*** At the time the application for service is approved, a Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation.
    a. The Membership Fee for water service is $300.00 for each service unit.
    b. Membership fee for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence and cost (e.g. base rate x 12).

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 make good faith efforts to secure easements in 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 attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant. (See Section E 3, Section F 8. b.)

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

    a. Standard service (5/8" x 3/ 4" meter) shall include labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water

service.

b. Standard service fees shall be charged on a per tap basis and computed immediately prior to such time as metered service is requested and installed.

relocations as per Section E 3(e) ofthis Tariff.

5. ***Equity Buy-In Fee.*** In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation's assets related to capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per-service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production.

6. ***Monthly Charges.***
   a. **BaseRate**
   Water Service - the monthly charge for standard metered water service is for a 5/8" by 3/4" meter. The 5/8" X 3/4" meter charge is used as a base multiplier for larger non-standard meters in accordance with the following chart based on American Water Works Association maximum continuous flow specifications:

METER SIZE	3/4" METER EQUIVALENTS	MONTHLYBASE RATE
3/4"	1.0	$54.00
1"	2.5	$135.00
2"	8.0	$432.00

   b. **Gallonage Charge** - In addition to the Base Rate, a gallonage charge shall be added at the following rates for usage during any one (1) billing period to conserve water:

(1) Water - $4.10 per 1,000 gallons from 0,001 gallon to 3,000 gallons.
(2) Water - $4.40 per 1,000 gallons from 3,001 gallons to 5,000 gallons.
(3) Water- $4.68 per 1,000 gallons from 5,001 gallons to 7,000 gallons.
(4) Water- $4.97 per 1,000 gallons from 7,001 gallons to 9,000 gallons.
(5) Water- $5.25 per 1,000 gallons from 9,001 gallons to 19,000 gallons.
(6) Water- $5.53 per 1,000 gallons from 19,001 gallons to 34,000 gallons.
(7) Water - $5.82 per 1,000 gallons from 34,001 gallons to 49,000 gallons.
(8) Water - $6.37 per 1,000 gallons from 49,001 gallons to 74,000 gallons.
(9) Water - $6.94 per 1,000 gallons from 74,001 gallons to 99,000 gallons.
(10) Water - $7.51 per 1,000 gallons from 99,001 gallons to 124,000 gallons.
(11) Water - $8.07 per 1,000 gallons from>124,001 gallons.
(12) The Corporation shall, as required by Section 5.701, Water Code of the State of Texas, collect from each of its retail customers a regulatory (Texas Commission on Environmental Quality) assessment equal to one-half of one percent of the charge for retail water service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G.6. Monthly Charges of this tariff. (30 TAC 291.76(d)) (See Regulatory Assessment Fee Item 22 below.)
(13) The Corporation, as a part of its billing process, collects; voluntary or formal (round-up) contributions on behalf of the Moffat Voluntary Fire Department and Emergency Medical Service (MVFD), at no additional service charge to its customers or to the MVFD.

7. ***Assessments.*** - If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water charges to be insufficient for the payment of all costs incident to the operation of the Corporation's system during the year in which such charges are collected, the Board shall make and levy an assessment against each Member of the Corporation as the Board may determine or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement and repayment of indebtedness for the year's operations. (See Article XVIII of Moffat WSC Bylaws)

8. ***Late Payment Fee.*** Once per billing period, a penalty of $10.00 shall be applied to the current water bills that become delinquent after the 10th of each current billing month. This late payment fee shall not be applied to any balance to which the late payment fee was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period. Payments received after close of business on the 10th will be considered late. If the 10th falls on a or weekend Payments in the drop box at 8:00am the next day the Corporation office is open for business will not be considered late.

9. ***Owner Notification Fee.*** The Corporation may, at the expense and fonnal approval of the Member, notify said Member of a renter/lessee delinquent account status prior to disconnection of service. The Owner Notification Fee shall be $1.00 per notification. (See Miscellaneous Transaction Forms.)

10. ***Mortgagee/Guarantor Notification Fee.*** The Corporation shall assess a fee of $1.00 for each notification to a Membership lien-holder under agreement prior to Membership cancellation. (See Miscellaneous Transaction Forms.)

11. ***Returned Check Fee.*** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of $30.00. (See Miscellaneous Transaction Forms)

12. ***Reconnect Fees.*** The Corporation shall charge a fee of $50.00 during normal business hours (8:00 am to 4:30 pm) and $100.00 after normal business hours (between the hours of 4:30pm and 8:00pm), for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section E 6.b. Re-Service. Payment for after-hours reconnection will only be accepted in the form of check or money order.

13. ***Service Trip Fee.*** The Corporation shall charge a trip fee of $55.00 for any service call or trip to the Member's tap as a result of a request by the Member or resident for response to damage of the Corporation's or another Member's facilities, for customer service inspections due to suspicion of meter tampering, bypass or diversion of service, or for Data logging meter at customers request. Data logging fee may be waived at the General Manager's discretion.

14. ***Equipment Damage Fee.*** If the Corporation's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation's equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and otheractions necessary to correct service diversions,

unauthorized taps, or reconnection of seivice without authority shall be charged. All components of this fee will be itemized, and a statement shall be provided to the Member. If the Corporation's facilities or equipment have been damaged due to negligence or unauthorized use of the Corporation's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the Corporation incurs losses or damages, the Member shall be liable for all labor and material charges incurred as a result of said acts or negligence.

15. ***Meter Tamperingand Diversion Penalty.*** In addition to the Equipment Damage Fee, the Corporation may charge a penalty for "Tampering" as defined in Section E 23. The penalty may only be assessed against the person who committed the Tampering. An owner cannot be assessed for the Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.

16. ***Customer History Report Fee.*** A fee of $1.00 shall be charged to provide a copy of the Members record of past water purchases in response to a Member's or tenant's request for such a record.

17. ***Meter Test Fee.*** The Corporation shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, a charge of $100.00 shall be imposed on the affected account.

18. ***Transfer Fee.*** An Applicant for seivice who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of $25.00.

19. ***Non-Disclosure Fee.*** A fee of $1.00 shall be assessed any customer requesting in writing that their personal information under the terms of this tariff not be disclosed to the public.

20. ***Information Copy Fee.*** A fee for the copying of any public information will be charged to the person requesting that information **in** compliance with the cost rules of the Government Code Section 552.261 et. seq.

21. *Regulatory Assessment.* A fee of O.5% of the amount billed for water/sewer service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. **NOTE:** The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Oct. 2002. TCEQ Section 291.76 (c)

22. ***Additional Assessments.*** In the event any federal, state or local government imposes on the Corporation a "per meter" fee or an assessment based on a percent of water charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.

23. ***Other*** *Fees*. All services outside the normal scope of utility operations that the Corporation may be compelled to provide at the request of a customer or Member shall be charged to the recipient based be compelled to provide at the request of a customer or Member shall be charged to the recipient based on the on the actual cost of providing such seivice.

24. ***Penalties.*** Penalties may be assessed to customers in relation to violations and/or failure to meet the corrections in the allotted time frame. Any customer tap found to have a violation that creates a hazard to the water system will have their tap dis-connected immediately with prior notification.

25. ***Purchased Water Fee.*** Any additional fee that is charged to the purpose of securing additional water

to meet the seivice requirements as required by 30 TAC 290.45(b)(l)(D).

SECTION H. DROUGHT CONTINGENCY AND EMERGENCY WATER DEMAND MANAGEMENT PLAN

1. INTRODUCTION

The goal of this plan is to cause a reduction in water use in response to drought or emergency conditions so that the water availability can be preserved. Since emergency conditions can occur rapidly, responses must also be enacted quickly. This plan has been prepared in advance consideringconditions that will initiate and terminate the water use restriction program.

A Drought/Emergency Management Committee consisting of two Board Members and the System Manager will monitor usage patterns and public education efforts and will make recommendations tothe Board on future conservation efforts, demand management procedures or any changes to this plan. The Committee will develop public awareness notices, bill stuffers, and other methods that will begin and continue as a constant type of reminder that water should be conserved at all times, not just during a drought or emergency. This Committee will also review and evaluate any needed an1endments or major changes due to changes in the WSC service area population, distribution system or supply. This review and evaluation will be done on a regular basis of five years unless conditions necessitate more frequent amendments.

The plan will be in1plemented according to the four stages of water use restrictions as in1posed by the Board. Paragraph 4 describes the conditions that will trigger these stages.

2. PUBLIC INVOLVEMENT

Opportunity for the public to provide input into the preparation of the Plan was provided by the Board by scheduling and providing public notice of a public meeting to accept input on the Plan. Notice of the meeting was provided to all customers. In the adoption of this plan, the Board considered all comments from customers.

3. COORDINATION WITH REGIONAL WATER PLANNING GROUP

Being located within the Brazos G Regional Water Planning Group, a copy of this Plan has been provided to that Regional Water Planning Group

4. TRIGGER CONDITIONS

The Drought Emergency Management Committee is responsible for monitoring water supply and demand conditions on a monthly basis (or more frequently if conditions warrant) and shall detem1ine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified triggers are reached. The Committee will monitor monthly operating reports, water supply or storage tank levels and/or rainfall as needed to determine when trigger conditions

described below take into consideration: the vulnerability of the water source under drought of record conditions, the production, treatment and distribution capacities of the system, and member usage based upon historical patterns.

a. Stage I - Mild Condition: Stage I water allocation measures may be implemented when one or more of the following conditions exist:

1. Lake Belton surface elevation reaches 588.1 feet mean sea level.
2. When Bluebonnet Water Supply Cmporation implements Stage I restrictions.
3. When Clearwater Undergrom1d Water District implements Stage I restrictions.
4. When total daily water demand equals or exceeds 0.750 million gallons for 30 consecutive days.

Requirements for termination

Stage I of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days or contingent upon existing drought stage conditions for Bluebonnet Water Supply Corporation.

b. Stage II - Moderate Conditions: Stage II water allocation measures may be implementedwhen one of the following conditions exist:

1. Lake Belton surface elevation reaches 578.7 feet mean sea level.
2. When Bluebonnet Water Supply Corporation implements Stage II restrictions.
3. When Clearwater Underground Water District implements Stage II restrictions.
4. When total daily water demand equals or exceeds 0.800 million gallons for 30 consecutive days.

Requirements for termination

Stage II of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days or contingent upon existing drought stage conditions for Bluebonnet Water Supply Corporation

c. Stage III - Severe Conditions: Stage III water allocation measures may be implemented when one of the following five conditions exist:

1. Lake Belton surface elevation reaches 566.3 feet mean sea level.
2. When Bluebonnet Water Supply Corporation implements Stage ill restrictions.
3. When Clearwater Underground Water District implements Stage ill restrictions.
4. When total daily water demand equals or exceeds 0.850 million gallons for 30 consecutive days.

Requirements for termination
Stage III of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days or contingent upon existing drought stage conditions for Bluebonnet Water Supply Corporation.

d. Stage IV - Emergency Conditions: Stage IV water allocation measures may be implemented when one of the following five conditions exist:

1. Lake Belton surface elevation reaches 550.2 feet mean sea level.

2. When Bluebonnet Water Supply Corporation implements Stage IV restrictions.

3. When Clearwater Underground Water District implements Stage IV restrictions.

4. When total daily water demand equals or exceeds 0.950 million gallons for} consecutive days.

5. When production or delivery of drinking water has been significantly impacted.

Requirements for termination
Stage IV of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days or contingent upon existing drought stage conditions for Bluebonnet Water Supply Corporation.

5. *STAGE LEVELS OF WATERALOCATIONS*

The stage levels of water allocations are to be placed in effect by the triggers in Paragraph 4. The System shall institute monitoring and enforce penalties for violations of the Drought Plan for each of the Stages listed below. The water allocation measures are summarized below.

a. Stage I - Mild Conditions

1. Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.

2. The system will reduce flushing operations.

3. Reduction of customers' water use will be made through bill notices or other media outlets.

b. Stage II - Moderate Conditions

1. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending

in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours from 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, inigation 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 inigation system.

2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated wate1ing days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.

4. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessa1y to suppo1i aquatic life or where such fountains or ponds are equipped with a recirculation system.

5. Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the Corporation.

6. The following uses of water are defined as non-essential and are prohibited:

   - wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surfaced areas.
   - use of water to wash down buildings or structures for purposes other than immediate fire protection.
   - use of water for dust control.
   - flushing gutters or permitting water to run or accumulate in any gutter or street; and
   - failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

c. Stage ill - **Severe Conditions-** all requirements of Stage II shall remain in effect during Stage III:

1. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

2. The use of water for construction purposes from designated fire hydrants under special permit shall be discontinued.

d. Stage IV - Emergency Conditions - all requirements of Stage II and III shall remain in effect during Stage IV:

1. All outdoor use of water is prohibited except for livestock or special permits from the Corporation.

6. *INITIATION AND TERMINATION PROCEDURES*

Once a trigger condition occurs, the Corporation, or its designated responsible representative, shall, based on recommendation from the Chairperson of the Drought/Emergency Management Committee, decide if the appropriate stage of water use restrictions shall be initiated. The initiation may be delayed if there is a reasonable possibility the water system performance will not be compromised by the condition. If water allocation is to be instituted, written notice to the customers shall be given.

Written notice of the proposed water use restrictions measure shall be mailed or delivered to each affected customer upon the initiation of each stage. Notice may be sent by email only if the customer chooses the option to receive email notices instead of mailed notices and provides a valid email address. In addition, upon adoption of Stages II, III and IV, a notice will be placed in a local newspaper or announced on a local radio or television station. The customer notice shall contain the following information:

a. The date water restriction shall begin;
b. the expected duration;
c. the stage (level) of water allocations to be employed;
d. penalty for violations of the water allocation program; and
e. affected area or areas.

If the water allocation program extends 30 days, then the Chairperson of the Drought/Emergency Management Committee or manager shall present the reasons for the allocations at the next scheduled Board Meeting and shall request the concurrence of the Board to extend the allocation period.

When the trigger condition no longer exists then the responsible official may terminate the water allocations provided that such an action is based on sound judgment. Written notice of the end of allocations shall be given to customers. A water allocation period may not exceed 60 days without extension by action of the Board.

7. ***PENALTIES FOR VIOLATIONS***

a. First Violation - The Corporation will notify the customer by certified written notice of their specific violation and their need to comply with the MWSC Drought Contingency Plan. The notice will show the amount of penalty to be assessed for continued violation(s).

b. Second Violation - The Corporation will assess a penalty* of $50. The notice of secondviolation will show the amount of penalty to be assessed and will inform the customer that failure to pay the penalty will result in termination of service to be restored only upon payment of penalty and service call to restore service. The notice will also inform the customer that additional violations will trigger more severe penalties and may result in termination of service regardless of whether the customer pays the penalties.

c. Subsequent Violations -The Corporation will assess an additional penalty* of $100 for violations continuing after the Second Violation. The notice of subsequent violation will show the amount of the penalty to be assessed and will inform the violator that failure to pay the penalty will result in termination of service to be restored only upon payment of penalty and service call to restore service.

d. Termination -For each continuing violation, the Corporation will assess an additional penalty of $150. Service will also be terminated for a period of three (3) days. The notice of termination will show the date on which water service will be terminated and the date on which service will be restored, unless the customer has failed to pay delinquent penalties, assessments, or charges. Service will remain off until any delinquent penalty or other assessment is fully paid including a charge for the service call to restore service.

These provisions apply to all customers of the Corporation.

NOTE: PENALTY* NOTE: PENALTY " - A WSC is **allowed to charge a reasonable penalty to customers that fail to comply with the water use restriction procedures in accordance l\ith 16 TAC 24.101 (j) and Texas ,vater Code 67.0ll(b}** if:

The penalty is clearly stated in the tariff;
The penalty is reasonable and does not exceed six (6) times the minimum monthly bill stated in **the water supply corporation's current tariff; and**
The water supply corporation has deposited the penalty in a separate account dedicated to enhancing the water supply for the benefit of all the water supply corporation's customers.

8. ***EXEMPTIONS OR WAIVERS***

The Drought/Emergency Management Committee may, inwriting, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health or sanitation for the public or the person requesting such variance and if one or more of the following conditions are met:

a. Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

Alternative methods can be implemented which will achieve the same level of reduction in water use persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the Drought/Emergency Management Committee within five (5) days after the Plan or a particular drought response stage has been invoked or after a condition justifying the variance first occurs. All petitions for variances shall be reviewed by the Committee and shall include the following:

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

Variances granted by the Committee shall be subject to the following conditions, unless specifically waived or modified by the Committee or Board of Directors:

- Variances granted shall include a timetable for compliance.

- Variances granted shall expire when the water allocation is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance allowed for a condition requiring water allocation will continue beyond the termination of water allocation under Section F. Any variance for a subsequent water allocation must be petitioned again. The fact that a variance has been granted in response to a petition will have no relevance to the Committee's decision on any subsequent petition.

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

9. ***IMPLEMENTATION***

The Board establishes a Drought/Emergency Management Committee by Resolution, the chairperson of which will be the responsible representative to make Drought and Emergency Water Management actions. This Committee will review the procedures in this plan annually or more frequently. Modifications may be required to accommodate system growth, changes in water use demand, available water supply and/or other circumstances.

This plan was adopted by the Board at a properly noticed meeting held on *April 17, 2023*.

_____

Lafonda Brown, Board President

SECTION I:
SAMPLE
APLICATION
PACKET

1. Water Supply Corporation Service Application and Agreement Form
2. Right-of-Way Easement (Location Required)
3. Right-of-Way Easement (General)
4. Non-Standard Service Contract

MOFFAT WATER SUPPLY CORPORATION

SERVICE APPLICATION AND AGREEMENT

Please Print: DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS: FUTURE BILLING ADDRESS:

_____

_____

PHONE NUMBER Home( ) ___ _ _____ Work( ) ____ _ _____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

_____

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

_____

_____

ACREAGE _____ HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT

_____

_____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

Ethnicity: D Hispanic or Latino
D Not of Hispanic or Latino

Race:
D White D Black or African American D American Indian/Alaska Native
D Asian D Native Hawaiian or Other Pacific Islander

Gender: D Male D Female

Service Application and Agreement (Cont.)

AGREEMENT made this _____day of _____ ◆ – – ◆between Moffat Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____(hereinafter called the Applicant and/or Member),

Witnessed:

The Corporation shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the Bylaws and Tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

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

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

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

a. The number of taps to be considered in the design and

b. The number of potential ratepayers considered in determining the financial feasibility of constructing

1) a new water system or
2) expanding the facilities of an existing water system.

Service Application and Agreement (Cont.)

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's Tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of $300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expense, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered bymeters to be furnished and installed by the Corporation. The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to com1ect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the Corporation's Tariff and service policies.

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

a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention assembly in accordance with state regulations.

Service Application and Agreement (Cont.)

b. No cross-connectionbetween the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air-gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.

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

d. No pipe or pipe fitting which contains more than 0.25 % lead may be used for the installation or repair of plumbing on or after January **1,** 2014, at any connection which provides water for human consumption.

e. No solder or flux which contains more than 0.0 % lead may be used for the installation or repair plumbing on or after January **1,** 2014, at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

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

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

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

Service Application and Agreement (Cont.)

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system-wide service for existing or future members.

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

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the tenns and conditions of the Corporation's tariff.

_____ _____

Applicant Member

_____ _____

Approved Date

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (Location of Easement Required)

KNOW ALL MEN BY THESE PRESENTS, That _____(hereinafter called "Grantors"), in consideration of one dollar($1.00) and other good and valuable consideration paid by ---------- (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____acres of land, more particularly described in instrument recorded in Vol.___ Page___ Deed Records, _____County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, the center line thereof to be located across said land as follows:

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure the Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) theright to abandon-in-place anyand all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the county or state hereafter widens or relocates any public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

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

_____

_____

_____

_____

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (Location of Easement Required) (Cont.)

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

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

IN **WITNESS WHEREOF** the said Grantors have executed this instrument this _____ day of _____, 20___ _

_____

_____

ACKNOWLEDGEMENT

(Individual)

STATE OF TEXAS§
COUNTY OF BELL§

This instrument was acknowledged before me on _____ day of _____ 2,0__ ,

by _____

(SEAL)

_____

Notary Public, State of Texas

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called "Grantors"), in consideration of one dollar($1.00) and other good and valuable consideration paid by _____(hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____acres of land, more particularly described in instrument recorded in Vol._, Page_, Deed Records, _____County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be lin1ited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above lin1ited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the road in1provements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

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

_____

_____

_____

_____

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT (General Type Easement) (Cont.)

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to clain1, the same or any part thereof.
The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.
IN **WITNESS WHEREOF** the said Grantors have executed this instrument this _____day of _____,20___

by_____

ACKNOWLEDGMENT
(Individual)

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on _____day of_____ ,20

by _____

(SEAL)

_____
Notary Public, State of Texas

NON-STANDARD SERVICE CONTRACT

THE STATE OF TEXAS
COUNTY OF BELL

THIS CONTRACT is made and entered into by and between---------- hereinafter referred to as "Applicant", and Moffat Water Supply Corporation, hereinafter referred to as "WSC" or "Corporation".

WHEREAS, Applicant is engaged in developing that certain _____acres of land in Bell, County, Texas, more particularly known as the _____subdivision, according to the plat thereof recorded at Vol._, Page_ of the Plat Records of Bell County, Texas, said land being hereinafter referred to as "the Property"; and,

WHEREAS, Moffat WSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Applicant has requested Moffat WSC to provide such water service to the Property through an extension of Moffat WSC's water system, which includes all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant, such extension being hereinafter referred to as "the Water System Extension"; NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Applicant and Moffat WSC agree and contract as follows:

1. **Engineering and Design of the Water System Extension.**
   (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the WSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by WSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the WSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".
   (b) The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development as provided to WSC by the Applicant. WSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the WSC, subject to the obligation to reimburse the Applicant for any such oversizing as provided below.

2. **Required Sites, Easements or Rights-of-Way.**
   (a) Applicant shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.

(b) Any easements acquired by the Applicant shall be in a form approved by the WSC (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to WSC upon proper completion of the construction of the Water System Extension.

(c) The validity of the legal instruments by which the Applicant acquires any such easements and by which Applicant assigns such easements to WSC must be approved by WSC's attorney.

3. **Construction of the Water System Extension**

(a) Applicant shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the WSC. WSC may reject any bid.

(b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. WSC shall have the right to inspect all phases of the construction of the Water System Extension. Applicant must give written notice to WSC of the date on which construction is scheduled to begin so that WSC may assign an Inspector. WSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. **Dedication of Water System Extension to WSC.**

(a) Upon proper completion of construction of the Water System Extension and final inspection thereof by WSC, the Water System Extension shall become the property of the WSC. The Water System Extension shall thereafter be owned and maintained by WSC subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Water System Extension shall be made by the WSC.

(b) Upon transfer of ownership of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for_ months following the date of the transfer.

5. **Cost of the Water System Extension.**

(a) Applicant shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:

(1) engineering and design;
(2) easement or right -of-way acquisition;
(3) construction;
(4) inspection;
(5) attorneys' fees; and
(6) governmental or regulatory approvals required to lawfully provide service.
(7) Applicant shall indemnify WSC and hold WSC harmless from all of the foregoing costs.

(b) Provided, however, nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by WSC.

(c) IfWSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers ofWSC, WSC shall reimburse Applicant for the additional costs of construction attributable to the oversizing, as determined by the WSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to WSC.

6. **Service From the Wate1·System Extension.**

(a) After proper completion and dedication of the Water System Extension to WSC, WSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of WSC and the payment of the following:
   (1) All standard rates, fees and charges as reflected in WSC's approved Tariff;
   (2) Any applicable Equity Buy-In or other up-front capital contribution fee adopted by WSC;
   (3) Any applicable reserved service charge adopted by WSC.

(b) It is understood and agreed by the parties that the obligation ofWSC to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.

(c) Unless the prior approval of WSC is obtained, the Applicant shall not:
   (1) construct or install additional water lines or facilities to service areas outside the Property;
   (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
   (3) connect or serve any person or entitywho, inturn, sells water service directly or indirectly to another person or entity.

7. **Effect of Force Majeure.**

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

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

requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. **Notices.**

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

_____

_____

_____

Any notice mailed to Applicant shall be addressed:

_____

_____

_____

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

9. **Breach of Contract and Remedies.**

(a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

(b) In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.

(c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Contract.

10. **Third Parties.**

It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-

party beneficiary.

11. **Captions.**
Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.

12. **Context.**
Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

13. **Mediation. [Optional]**
Prior to the institution oflegal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.

14. **Litigation Expenses.**
Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

15. **Intent.**
The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.

16. **Multiple Originals.**
This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.

17. **Authority.**
The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.

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

19. **EntireAgreement.**
This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of

this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

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

21. **Governing Law.**
This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Bell County, Texas.

22. Venue.
Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in Bell County, Texas.

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

24. **Assignability.**
The rights and obligations of the Applicant hereunder may not be assigned without the prior written consent of the WSC.

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

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

MOFFAT WATER SUPPLY CORPORATION APPLICANT

By:_____ By:_____

Name:_____ Name:_____

Title:_____ Title:_____

Date:_____ Date:_____

SECTION J.
MISCELLANEOUS
TRANSACTION
FORMS

ALTERNATE BILLING AGREEMENT FOR RENTAL ACCOUNTS

NAME: _____ METER#:_____

ADDRESS: ..... ACCT#: .....

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

_____

_____

_____

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

I understand that if I request that my membership be canceled at this location, thereby discontinuing service to an occupied rental property, that the Corporation will provide the above listed person with written notice of disconnection five (5) days prior to the scheduled disconnection date.

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

Signature_____ Date_ _ _ _ _ _ _ _ _ _ _ _ _

CUSTOMER NOTICE OFWATERRATIONING

DATE: _____

TO: Customers of Moffat Water Supply Corporation

FROM: _____,General Manager, Moffat Water Supply Corporation

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

Stage ___ allocation restricts your water use as follows:

_____

_____

_____

The Board has authorized those penalties and measures contained in the Corporation's Tariff that may be levied against you and placed on your account(s) if you are found violating this allocation. Subsequent violations may result in temporary termination of service. If you feel you have good cause for a variance from this rationing program please contact us in writing at the address above. A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan is available at our business office at no charge to our members/customers.

Thank you for your cooperation.

CUSTOMER NOTICE OF VIOLATION

DATE: _____

FROM: ----------General Manager, Moffat Water Supply Corporation.

TO: _____,you are hereby notified that on _____itwas determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION]. You were notified of the restriction on your water use, and the penalties for violating this restriction, on _____(see attached [ATTACH COPY OF CUSTOMER NOTICE OF WATER RATIONING]).

You are directed immediately to restrict your water use under the allocation stated in the previous notice.

You will be assessed a penalty in the amount specified in the Corporation's Tariff for any subsequent violations. If you fail to pay any penalties, your water service may be terminated. In addition, your water service may be temporarily terminated for continued violations.

A complete copy of our approved Drought Contingency and Emergency Water Demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained at no charge to our members/customers.

We appreciate your cooperation.

CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY

DATE: .....

FROM ---------- General Manager, Moffat Water Supply Corporation.

TO: _____you are hereby notified that on ___ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

This is the SECOND violation. You were notified of a previous violation on ____ (see attached [ATTACH COPY OF CUSTOMER NOTICE OF VIOLATION]). Accordingly, and as provided in the Corporation's Tariff, you are hereby directed to pay a penalty of ____ , to be received in the Corporation's business office no later than _____(hrs.) _____(date). **Failure to pay this penalty by this date and time will result in termination of your water service WITHOUT FURTHER NOTICE. Any further reconnection will require payment of the penalty and a charge for the service call to restore service.**

You are directed immediately to restrict your water use as directed in the Corporation's first notice to you. You were directed to do so in the previous Notice of Violation. **Accordingly, you will be assessed an additional, and more severe, penalty for any violation following this Notice.** Continued violations may result in termination of your water service regardless of whether you pay the penalties assessed for these violations.

A complete copy of our approved Drought Contingency and Emergency Water demand Management Plan remains available for your review at our business office. A copy of the Plan may be obtained at no charge to our members/customers.

The conservation of our water resources is an important responsibility of all members and customers. Your cooperation is appreciated.

CUSTOMER NOTICE OF SUBSEQUENT VIOLATION AND PENALTY

DATE: .....

FROM ---------- General Manager, Moffat Water Supply Corporation.

TO: _____,you are hereby notified that on __ it was determined that you violated the allocation restricting your water use which is required under theCorporation's Drought Contingency and Emergency Water Demand Plan. Specifically, [DESCRIBE VIOLATION].

You have been notified previously of the restrictions on your water use that must be followed, and you were assessed a penalty for your second violation which occurred on _____(see attached [ATTACH A COPY OF CUSTOMER NOTICE OF SECOND VIOLATION AND PENALTY]).

The Corporation's previous notice advised you that you would be assessed an additional, and more severe, penalty if the violation continued. This is required under the Corporation's Tariff. Accordingly, you are hereby directed to pay a penalty of ___ to be received in the Corporation's business office no later than _____(hrs.) _____(date). **Failure to pay this penalty by this date and time will result in termination of your water service WIIBOUT FURTHER NOTICE.** Any reconnection will require payment of the penalty and a charge for the service call to restore service.

You are once again directed immediately to restrict your water use as directed in the Corporation's first notice to you. You have been directed todo so twice previously. **Additional penalties will be assessed for additional violations. In addition to these penalties, YOUR WATER SERVICE WILL BE TERMINATED FOR ANY ADDITIONAL VIOLATIONS regardless of whether you pay the penalties assessed for these violations.**

Your prompt attention to this matter will be appreciated by the Moffat Water Supply Corporation and its members.

NOTICE OF TERMINATION

DATE: .....

FROM ---------- General Manager, Moffat Water Supply Corporation

TO: _____,you are hereby notified that on _ it was determined that you violated the restrictions on your water use that are required under the Corporation's Drought Contingency and Emergency Water Demand Management Plan. Specifically, [DESCRIBE VIOLATION].

There have been repeated violations. You previously have been notified of violations on -- ___ _, and ____ . Because these violations have continued, and as provided under Section H of the Corporation's Tariff, your water service will be terminated on _____. Your service will not be restored until _____and only after payment of a charge for the service call to restore your service. Additional violations thereafter will result in additional suspensions of your water service.

If any penalties or other charges, including monthly bills, are outstanding, you will be required to fully pay these as well before your service will be restored.

We regret that your continued violation of the water use restrictions required under the Corporation's Drought Contingency and Emergency Water Demand Plan have led to this action.

MOFFATWATERSUPPLYCORPORATION
DEFERRED PAYMENT AGREEMENT

By execution of this Agreement, the undersigned Member agrees to payment of outstanding debt for water utility service as set forth below:

Member agrees to pay $ _____per month, in addition to current monthly water utility service rates, fees, and charges, as set forth in the Corporation's Tariff, until the account is paid in full, but not to exceed 90 days. Any fees normally assessed by the corporation on any unpaid balance shall apply to the declining unpaid balance.

Failure to fulfill the terms of this Agreement shall institute the Corporation's disconnection procedures as set forth in the Corporation's Tariff unless other satisfactory arrangements are made by the Member and approved by the Corporation's General Manager. At any time, the Member may schedule to meet with the Board of Directors.

_____
Member (signature)

_____
Date

_____
General Manager, Moffat Water Supply Corporation

PROMISE TO PAY AGREEMENT FOR PAST DUE BILLS

Date:..... Account Number:..... Balance:.....

_____ am requesting an extension of my payment due to Moffat Water Supply in the amount of _____. I will make my payment by the agreed date of before 12:00pm.

___ I understand that if I do not make my payment by 4:00pm on the agreed date, I am subject to disconnection. A fee of $50.00 during regular business hours 8:00am to 4:30pm, or $100.00 between the hours of 4:30pm and 8:00pm, will be added to my balance for non-payment of the agreement.

___ I understand my current charges, plus any fees that might be assessed to me, are due before service can be re-established. Reconnection fees are **NOT** billable.

In the event you are unable to pay on the agreed date of this acknowledgement, you **MUST** contact Moffat Water Supply (986-2457) 24 hours in advance. Otherwise, disconnection of service may apply.

Tenants are **ineligible** for the payment plan without the owner of the membership approval. Approval must be in the form of a letter or phone call to the office.

_____ _____

Signature of Customer Initials of Approving Staff Member

MOFFAT WATER SUPPLY CORPORATION
LINE EXTENSION REFUND AGREEMENT

The Moffat Water Supply Corporation Board affinns that _____ will be compensated as provided in this Refund agreement approved at the regular Board meeting on the ____ day of _____ 20_, on a prorated basis for construction costs for the _ _ feet of ___ inch line extension which have been paid by _____.This will be collected from all approved applicants requesting service from said line extension, to a maximum of _____connections for a period not to exceed ___ years from the_ day of _____ in the year of_ (date the line extension was completed and/or approved for service) after which time the Refund Agreement will expire and the Corporation shall be under no further obligation to _____.The Corporation shall transfer said compensation within days of receipt.

It is to understand that the Corporation will secure this compensation through new customer service fees from applicants for service from said line extension, and from no other sources. Accordingly, the compensation provided by this Refund Agreement will be modified automatically in the event any applicant requesting service from said line extension obtains a final administrative or Judicial Determination limiting the amount of the Corporation may charge applicants for service from said line extension.

This agreement entered into on the ___ day _____in the year of ____ by:

_____ Signed by President, Moffat WSC

5460 Lakeaire Blvd
Temple, TX 76502

_____ Witness

_____ City TX Zip

_____ Signed by Applicant

_____ Address

_____ City TX Zip

Date filed: _ _ _/ _ _ _ _ _/_ _ _

THE STATE OF TEXAS, COUNTY OF BELL

IN WITNESS WHEREOF the said Member/Applicant and President of Moffat WSC has executed this instrument this ____ day of _____20__

BEFORE ME, the undersigned, a Notary Public in and for Bell County and State of Texas, on this day personally appeared _____and _____known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS __ day of _____,20__.

_____ (Notary Public Signature)

_____ (Commission expires)

MOFFAT WATER SUPPLY CORPORATION
MEMBERSHIP MORTGAGE AGREEMENT

This agreement hereby verifies that the Moffat WSC provides or is able to provide utility service under the terms and conditions of its Tariff to the property so designated in this agreement.

The Moffat WSC does meet the service requirements of the Texas Commission on Environmental Quality and currently holds all authorization or certification required.

The Membership available/assigned to this property is transferable to all legally qualifying interests upon compliance with the terms and conditions of the Moffat WSC's Tariff, including but not limited to completion of all required forms and applications, payment of all fees, and payment of final account balances.

The Moffat WSC shall notify any Loan/Membership guarantor and/or mortgagee by certified mail at least thirty (60) days prior to Membership/Service termination and guarantor/mortgagee hereby guarantees payment of any account balances required to prevent termination of Membership by the Moffat WSC.

A guarantor and/or mortgagee shall qualify as a bona fide lien-holder to the Membership by providing a Deed of Trust*, to be hereto affixed, for the real property in question and designated below which clearly defines the guarantor and/or mortgagee as the lien-holder of the Membership and the real property for which Membership was issued. Moffat WSC shall notify the entity so designated in the Deed of Trust*.

Legal Description of Property:

_____

_____

_____
Mortgagee (Lien-Holder)

_____
Guarantor (If Applicable)

_____
Moffat WSC Representative

_____
Date

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

AGREEMENTTOPROVIDEFILLFORCERTAIN FIRE VEIDCLES IN DESIGNATED AREAS

STATE OF TEXAS

BELL COUNTY

This Agreement ("Agreement") is executed by and between Moffat Volunteer Fire Department ("Department"), and City of Temple Fire Department (City) an emergency service organization, and Moffat Water Supply Corporation ("Corporation"), a nonprofit water supply corporation organized and operating under the provisions of Texas Water Code Chapter 67, and the Business Organizations Code for the purposes and consideration set forth herein.

RECITALS

WHEREAS Department is a volunteer fire department and the City of Temple Fire Department, are organized and operating under the provisions of _____and within the meaning of Civil Practice & Remedies Code Section 101.001(3)(C); and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Water Code and the Non-Profit Corporation Act, and furnishes a water supply in Bell County and specifically in the area described in Texas Commission on Environmental Quality ("TCEQ") Certificate of Convenience and Necessity No. 11166; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and the City, and is willing to provide water supply for use in fire suppression by Department through facilities in the area and under conditions more particularly described herein; and

WHEREAS Corporation's Tariff expressly provides that Corporation does not provide fire flow and does not provide or imply that fire protection is available on any of Corporation's distribution system; and

WHEREAS Corporation is willing to assist Department and the City by making water available for the purpose of filling Department's and the City's pump trucks ("pump and fill" purposes) without making any guarantee to Department and the City or to any third party that water or pressure adequate for pump and fill purposes will be available at any time or under any circumstance; and

WHEREAS Department and the City desires to utilize Corporation's water supply for pump and fill purposes within the area described herein and under the conditions set forth herein;

NOW, THEREFORE, Department and the City and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and considera- tion are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by Section 67.0105(c), Water Code:

PARTIES

1.1 This Agreement is entered into by and between Moffat Volunteer Fire Department, and the City of Temple Fire Department domiciled and conducting business in Bell County, Texas, and Moffat Water Supply Corporation, domiciled and conducting business in Bell County, Texas.

1.2 Department and the City are authorized to enter into this Agreement pursuant to _____

1.3 Corporation is authorized to enter into this Agreement pursuant to Water Code Sections 67.010 and 67.0105.

PROVISION OF FILL WATER

2.1 Corporation will make available to Department and theCity the use of certain flush hydrant facilities located on water transmission lines operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of "Fire Pump and Fill Facilities" ("Map") which is incorporated herein and made a part of this Agreement for all purposes.

2.2 Department and the City will use only those facilities installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 Corporation will install or maintain pump and fill facilities solely within Corporation's discretion, and the Department and the City has no responsibility for installation or maintenance of such facilities.

2.4 In accordance with the laws of the State of Texas, the_Corporation will maintain a minimum static residual pressure of 35 pounds per square inch ("psi") during nonnal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Department and/or the City will notify Corporation prior to use of any designated pump and fill facility to the extent Department and the City reasonably is able to do so by calling the Corporation's management. The Corporation acknowledges that in the event of emergencies, it may not be feasible for the Department or the City to provide prior notice, in which case notification shall be provided as soon as practicable.

2.6 No obligation other than the duties set forth in this Agreement are recognized nor are any obligations or duties to be implied under this Agreement. No duty or obligation on the part of Corporation to provide fire flow or a supply of water under any minimum pressure or for any length of time may be implied under the provisions of this agreement.

2.7 The duties set forth under this Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.8 The Department and the City will supply a monthly water usage to the Corporation for the sole purpose of assisting Corporation in accounting for Corporation's Water Supply.

2.9 The Department or the City will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of "free" water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

COMPENSATION

3.1 Department and the City will not be charged for use of Corporation's water supply for pump and fill for fire suppression purposes. Department and the City will be charged for water used for any other purpose.

TERMINATION OF AGREEMENT

4.1 Any party to this Agreement may terminate this Agreement at any time, with or without case.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of tennination.

4.3 Termination is the sole remedy for breach of anyand all obligations under this Agreement, whether any such obligation is express or implied.

MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or affect whatsoever unless such modification shall be in writing signed by all parties.

5.2 Any notice required or permitted to be given under this Agreement by any party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class postage paid, addressed to the address set forth below.

The address for the Department and the City for all purposes under this Agreement shall be:

5660 Lakeaire Blvd
Temple, TX 76502

2 North Main St
Temple, TX 76501

The address for the Corporation for all purposes under this Agreement shall be:

5460 Lakeaire Blvd
Temple, TX 76502

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

Moffat Water Supply Corporation

By:_____

Title:_____

Attest:_____

Date:_____

City of Temple

By:_____

Title:_____

Attest:_____

Date:_____

Moffat Volunteer Fire Department

By:_____

Title:_____

Attest:_____

Date:_____

AGREEMENT TO PROVIDE FIRE FLOW IN DESIGNATED AREAS

STATE OF TEXAS

BELL COUNTY

This Agreement ("Agreement") is executed by and between Moffat Volunteer Fire Department ("Department"), and the City of Temple Fire Department (City), an emergency service organization, and Moffat Water Supply Corporation ("Corporation"), a nonprofit water supply corporation organized and operating under the provisions of Chapter 67, Texas Water Code, for the purposes and consideration set forth herein.

RECITALS

WHEREAS Department is a volunteer fire department and the City has a fire department organized and operating under the provisions of _____and within the meaning of Section 101.001(3)(C), Civil Practice & Remedies Code; and

WHEREAS Corporation is a nonprofit water supply corporation, organized and operating under the provisions of Chapter 67, Water Code, and furnishes a water supply in Bell County and specifically in the area described in Texas Commission on Environmental Quality ("TCEQ") Certificate of Convenience and Necessity No. 11166; and

WHEREAS Corporation acknowledges the benefits of fire suppression services provided by Department and the City and is willing to provide water supply for use in fire suppression by Department and the City through facilities in the area and under conditions more particularly described herein; and

WHEREAS Department and the City desires to utilize Corporation's water supply for fire suppression purposes within the area [through the facilities] and under the conditions set forth herein;

NOW, THEREFORE, Department, City and Corporation enter into this Agreement for the purposes and consideration set forth herein, acknowledging that these purposes and considera- tion are sufficient for purposes of this Agreement and are mutually beneficial to one another as contemplated by Section 67.0105(c), Water Code:

I.
PARTIES

1.1 This Agreement is entered into by and between Moffat Volunteer Fire Department, City, domiciled and conducting business in Bell County, Texas, and Moffat Water Supply Corporation, domiciled and conducting business in BeU County, Texas.

1.2 Department and the City are authorized to enter into this Agreement pursuant to

_____

1.3 Corporation is authorized to enter into this Agreement pursuant to Sections 67.010 and 67.0105, Water Code.

II.
PROVISION OF FIREFLOW

2.1 Corporation will make available to Department and the City, the use of fire hydrants located on water transmission facilities operated by Corporation in [description of subdivision, portion of County, street boundaries, etc.] as more particularly set forth in the attached map of "Fire Flow Facilities" ("Map") which is incorporated hereinand made a part of this Agree- ment for all purposes.

2.2 Department and the City will use only those fire hydrants installed and maintained by Corporation which are clearly marked by [description of marking] and are located at those points indicated on the Map.

2.3 Corporation will install fire hydrants that are compatible with Department's and the City's fire suppression vehicles and equipment, and Department and the City will review and approve the selection of fire hydrants prior to Corporation's installation.

2.4 In accordance with the laws of the State of Texas, the Corporation will maintain a minimum static residual pressure of35 pounds per square inch ("psi") during normal flow, and will maintain a minimum static residual pressure of no less than 20 psi during fire flow conditions, in the water transmission facilities described in the Map.

2.5 Corporation will notify Department and the City prior to any interruption in water flow through the transmission facilities (or as soon as Corporation is aware of any interruption due to unforeseen circumstances).

2.6 Department and the City will notify Corporation prior to use of any fire hydrant to the extent Department reasonably is able to do so. Corporation acknowledges that in the event of emergencies, it may not be feasible for Department and theCity to provide prior notice, inwhich case notification shall be provided as soon as practicable.

2.7 No obligation other than the duties set forth in this Section II of the Agreement are recognized nor are any obligations or duties to be implied under this Agreement.

2.8 The duties set forth under this Section II of the Agreement are duties of the parties to this Agreement to one another only, solely for their mutual benefit, and it is the express intention of the parties that these duties are not enforceable by any third party or alleged third party beneficiary.

2.9 The Department and the City will supply a monthly water usage to the Corporation for the sole purpose of figuring the Corporation's water loss.

2.10 The Department and the City will not utilize water provided under this agreement for any purpose other than for suppressing fires. Prohibited uses of "free" water include, but are not limited to, filling swimming pools, car wash fundraisers, and potable use in a structure used to house fire trucks and personnel.

III.
COMPENSATION

3.1 Department and the City will not be charged for use of Corporation's water supply for fire suppression purposes. Department and the City will be charged for water used for any other purpose.

IV.TERMINATIO
N OF AGREEMENT

4.1 Any party to this Agreement may terminate this Agreement at any time, with or without case.

4.2 Termination shall be by written notice a minimum of thirty (30) days in advance of the date of termination.

4.3 Termination is the sole remedy for breach of any and all obligations under this Agreement, whether such obligation(s) is express or implied.

V.MISCELLANEOUS

5.1 This Agreement is the sole agreement between the parties. No modifications of this Agreement will be of any force or affect whatsoever unless such modification shall be in writing signed by both parties.

5.2 Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be deemed to have been served and delivered if (a) delivered in person to the address set forth below, or (b) placed in the United States mail, first class post-age paid, addressed to the address set forth below.

The address for the Department for all purposes under this Agreement shall be:

5660 Lakeaire Blvd
Temple, TX 765802

2 North Main
Temple, TX 76501

The address for the Corporation for all purposes under this Agreement shall be:

5460 Lakeaire Blvd
Temple, TX 76502

5.3 This Agreement may not be assigned without the express written consent of the non-assigning party.

5.4 This Agreement shall be effective upon the later of the two dates of execution below and shall continue in full force and effect until amended or terminated by the parties.

5.5 The signatories hereto represent and affirm that each has full authority to execute this Agreement on behalf of the respective party.

EXECUTED AND AGREED TO in duplicate originals by the parties hereto.

Moffat Water Supply Corporation

By:_____

Title:_____

Attest:_____

Date:_____

Volunteer Fire Department

By:_____

Title:_____

Attest:_____

Date:_____

City of Temple Fire Department

By:_____

Title:_____

Attest:_____

Date:_____

MOFFAT WATER SUPPLY CORPORATION
METER TEST AUTHORIZATION AND TEST REPORT

NAME: _____

ADDRESS: .....

DATE OF REQUEST: _____PHONE NUMBER (DAY): _____

ACCOUNT NUMBER: _ _ _ _ _ _ _ _METER SERIAL NUMBER: _ _ _ _ _ _ _ _ _

REASONS FOR REQUEST: _____

Members requesting a meter test may be present during the test, but if not, Member shall accept test results shown by the Corporation. The test shall be conducted in accordance with the American Water Works Association standards and methods ona certified test bench or on-site with an acceptable certified test meter. Member agrees to pay $100.00 for the test if the results indicate an AWWA ac- ceptable performance, plus any outstanding water utility service. In the event that the Member is re- quired to pay for the test and for outstanding water utility service as set forth herein, said charges shall be applied to the next billing sent to the Member after the date of the test.

_____
Signed by Member

TEST RESULTS

Low Flow (1/4 GPM)	_ _ _ _% AWWA Standard 97.0- 103.0 %
Intermediate (2 GPM)	_ _ _ _% AWWA Standard 98.5 - 101.5 %
High Flow (10 GPM)	_ _ _ _% AWWA standard 98.5 -101.5 %

Register test ____ minutes at ____ gallons per minute recorded per _____gallons.

Meter tests accurately; no adjustments due.

Meter tests high; adjustment due on water charges by ___ %

Meter tests low; no adjustment due.

Test conducted by _____Approved

MOFFAT WATER SUPPLY CORPORATION
NOTICE TO OWNER OF RENTAL PROPERTY

You are hereby given notice that your renter/lessee is past due on your account with the Corporation. The renter/lessee has been sent a second and final notice, a copy of which is enclosed herein, and the utility service will be scheduled for disconnection unless the bill is paid by the final due date. If disconnection occurs, the Corporation's policies under the terms and conditions of its Tariff shall govern restoration of disconnected service. A fee of $1.00 has been posted to the account for mailing of this notice. Any unpaid bills, service fees, or reconnect fees (service trip fees) are chargeable to the owner. If you have any questions concerning the status of this account, please do not hesitate to call.

MANAGER
MOFFAT WATER SUPPLY CORPORATION

Amount Due Including Service Charges _____
Final Due Date_____

NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF MOFFAT WATER SUPPLY CORPORATION

Pursuant to Chapter 13.2502 of the Texas Water Code, Moffat Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of Moffat Water Supply Corporation, Certificate of Convenience and Necessity No. 11166, in Bell County, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision ofland forwhich a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with [put in the title of subdivision service extension policy stated in the tariff/policy] (the "Subdivision Policy") contained in Moffat Water Supply Corporation's tariff policy.

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

Applicable elements of the Subdivision include:

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

Payment of reasonable costs or fees by the developer for providing water supply/sewer service capacity;

Payment of fees for reserving water supply/sewer capacity;

Forfeiture ofreserved water supply/sewer service capacity for failure to pay applicable fees;

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

Construction according to design approved by Moffat Water Supply Corporation and dedication by the developer of water/sewer facilities within the subdivision follows an inspection.

Moffat Water Supply Corporation's tariff and a map showing Moffat Water Supply Corporation's service area may be reviewed at Moffat Water Supply Corporation's office, at 5460 Lakeaire Rd., Temple, TX 76502; the tariff/policy and service area map also are filed of record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, c/o Utility Rates and Services Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.

SAMPLE

MOFFATWSC
NOTICE OF RETURNED CHECK

TO:

DATE:

CHECK NUMBER:

AMOUNT OF CHECK:

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

_____

_____

You have ten days from the date of this notice in which to redeem the returned check and pay an additional $30.00 Returned Check Fee. Redemption of the returned check and payment of additional fees may be made by money order, or certified check. If you have not redeemed the returned check and paid the additional service fees within ten (10) days, your utility service will be disconnected unless other arrangements have been made with management.

MOFFAT WSC MANAGEMENT

SAMPLE

MOFFAT WATER SUPPLY CORPORATION
REQUEST FOR SERVICE DISCONTINUANCE

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

_____
Signature

_____
Date of Signature

NOTE: Charges for service will terminate when this signed statement is received by the Moffat WSC office. A $25.00 fee will be assessed for the processing of this transaction in addition to final charges.

SAMPLE

EASEMENT DENIAL LETTER AND AFFIDAVIT

Date

(Name of Property Owner
And/or Property Owners
Address)

VIA: First Class Mail and Certified Mail Return Receipt Requested No. _____

Dear .....

Moffat Water Supply Corporation (Corporation) has requested an easement for a water/sewer distribution system across your property. To date, you have not provided such easement. It is now necessary that the requested easement be granted or refused by you, and the Corporation is asking that you do so within thirty (30) days after receipt of this notice. A copy of the requested easement is enclosed with this notice.

If the Corporation does not receive a completed easement within the 30 days specified, the Corporation will consider this failure to be a denial of easement on your part and the Corporation will complete and sign a copy of this notice to be retained in the Corporation's records for future water/sewer service to your property.

If at some future time you (or another owner of your property or any portion of your property) requests water/sewer service, the Corporation will require an easement before water/sewer service will be provided, as authorized by Section 49.218(d) - (f) of the Texas Water Code. At that time, and in addition to other costs required for water/sewer service, the Corporation will require payment of all reasonable costs for relocation or construction of the water/sewer distribution system along the easement that will be provided. (The Corporation's Engineer estimates this cost to be $___ .00, as reflected in the attached. This cost could be greater in the future.) You may wish to consult your attorney as to whether this future cost is a material condition that you must disclose to anyone buying your property (or any part of your property) in the future.

If you need any clarification on this matter, or which to discuss any aspects of the enclosed easement, please contact our office: 5460 Lakeaire Blvd., Temple, TX 76502.

We appreciate your attention tothis matter.

Sincerely,

[Appropriate signature]

ACKNOWLEDGEMENT OF REFUSAL

I, _____,hereby refuse to provide the easement requested by Moffat Water Supply Corporation for authority to construct/operate a water/sewer distribution system across my property.

AFFIDAVIT

Being duly sworn upon my oath, I hereby certify that this is a true copy of the document and attached easement sent by certified mail to _____ on _____, and a signed receipt verifying delivery and acceptance is attached to this Affidavit [ALTERNATIVE: and the return noting refusal to accept or verify delivery is attached to this Affidavit]. This Affidavit will be maintained as a part of the records of Moffat Water Supply Corporation. I further certify that a signed easement or signed Acknowledgement of Refusal was not received within thirty days following receipt by _____.Ifurther attest that the Corporation's engineer has provided _____acurrent estimate of the cost (copy attached) for replacing/constructing the water/sewer distribution system within the requested easement (which cost may increase in the future).

_____
[Name]
[Position with Corporation]
Date: _____

TIIE STATE OF TEXAS
COUNTY OF BELL

THIS INSTRUMENT was acknowledged before me on _____,20_, by _____

(SEAL)

Notary Public, _____County, Texas
My Commission Expires: _____

30 TAC §290.47(c): Sample Sanitary Control Easement Document for a Public Water Well.

SANITARY CONTROL EASEMENT

DATE _____ ,20
GRANTOR(S): _____
GRANTOR'S ADDRESS: _____
GRANTEE: _____
GRANTEE'S ADDRESS: _____

SANITARY CONTROL EASEMENT:

Purpose, Restrictions, and Uses of Easement:

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

2. The construction and operation of underground petroleum and chemical storage tanks and liquid transmission pipelines, stock pens, feedlots, dump grounds, privies, cesspools, septic tank or sewage treatment drain fields, improperly constructed water wells of any depth, and all other construction or operation that could create an insanitary condition within, upon, or across the property subject to this easement are prohibited within this easement. For the purpose of the easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.

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

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

5. This easement permits normal farming and ranching operations, except that livestock shall not be allowed within 50 feet of the water well.

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

_____
Volume_, Pages _ of the Real Property Records of _____County, Texas.

Property Subject to Easement:

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

TERM:

This easement shall run with the land and shall be binding on all parties and persons clain1ing under the Grantor(s) for a period of two years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT:

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

INVALIDATION:

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

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

GRANTOR(S)
By: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF BELL §

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

_____
Notary Public in and for
THE STATE OF TEXAS
My Commission Expires: _____

_____
Typed or Printed Name of Notary

Recorded in _____Courthouse, _____Texas on _____,20

SAMPLE

MOFFAT WATER SUPPLY CORPORATION

EQUIPMENT AND LINE DEDICATION AGREEMENT

I, _____(Transferor - Name of person, entity, corp., or other), having complied with the Moffat Water Supply Corporation's Developer, Subdivision, and Non-Standard Service Requirements Policy, do hereby dedicate, transfer and assign to the Moffat Water Supply Corporation all rights and privileges to and ownership of said equipment and or line(s) installed as a condition of service this equipment and or line(s) being described in the Non-Standard Service Agreement between the Corporation and Transferor and the Non-Standard Service Contract of _____(date) including any amendments thereto and being further described as follows: (or see Attachments) _____

_____

_____

_____

The Moffat Water Supply Corporation through its designated representative having agreed to accept the equipment and or line(s) as previously described on the ___ day of ____ _, 20_. The Corporation shall hold harmless, _____(name of person, entity etc.) from this day forward any costs for repairs or maintenance of said equipment and or line(s), notwithstanding any warranty or bond for said repairs as per the Non-Standard Service Contract/Agreement.

This agreement entered into on the __ day of ____ in the year of ____ by:

Moffat Water Supply Corporation

_____
Transferor Signature

_____
Signed by Corporation Representative

_____
Address

_____
Address

_____
City Zip

_____
City Zip

TIIE STATE OF TEXAS, COUNTY OF _____
IN WITNESS WHEREOF the said Transferor and the Corporation Representative have executed this instrument this ____ day of ____ _, 20_

BEFORE ME, the undersigned, a Notary Public in and for said County and State of Texas, on this day personally appeared _____and _____known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS___ day of ___ • 20 .

_____

SAMPLE

MOFFATWSC
TERMINATION NOTICE

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED TERMINATION:

You are hereby advised that the delinquent status of your account is jeopardizing your Membership with the Corporation. If our office does not receive payment within ten (10) days of the date of this notice, your utility service will be terminated and the water meter will be removed. To regain service after termination, you must re-apply for a new Membership and pay all costs applicable to purchasing a new Membership under the terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but we will remove the meter regardless of the circumstances.

_____

MOFFAT WSC MANAGEMENT

SAMPLE

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

AGREEMENT

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

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

WHEREAS, Moffat WSC is a nonprofit water supply corporation organized pursuant to Texas Water Code Chapter 67 and Texas Business Organizations Code;

WHEREAS, Moffat WSC provides retail water utility service in County, pursuant to Texas Commission on Environmental Quality Certificate of Convenience and Necessity No.11166;

WHEREAS, _____provides sanitary sewer service for its residents, some of whom are provided water utility service by Moffat WSC;

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

WHEREAS, Moffat WSC desires to enter into an agreement with _____(City) to facilitate the billing and collection of charges due from _____residents for the sanitary sewer service provided;

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

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

2. **Payment Based on Sewer Rate Ordinance for Sewer Collection.** Moffat WSC agrees to add the fees due to city in the amounts indicated by city, to its monthly bills to customers. Each fee for sanitary sewer service will be stated separately on such bills. City agrees to coordinate with Moffat

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

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

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

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

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

7. **Fees.** For each sanitary sewer service account collected by Moffat WSC, City agrees to pay Moffat WSC the sum of $5.00 as an initial set up fee for establishing Moffat WSC billing and collection procedures. This setup fee is to be paid when city notifies Moffat WSC that a new account is to be collected by Moffat WSC. In addition, city agrees to pay to Moffat WSC monthly on or before the 10th day of each month, a service charge of $1.00 for each active account. The monthly fee will be paid until the end of the month in which city removes the account from the customer list provided to Moffat WSC under paragraph 1 of this agreement. If city subsequently requests Moffat WSC to reinstate an account which has been removed from the sewer service customer list, a reinstatement fee of $5.00 per account will be paid to Moffat WSC by City.

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

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

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

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

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

13. **Notices.** Any notice or communication required or permitted to be given hereunder shall be sufficiently given when received by any other party and must be: (1) delivered by hand delivery; or (2) mailed by certified mail, postage prepaid, return receipt requested, to the address indicated on the signature page of this Agreement, or at such other addresses as may hereafter be furnished in writing by any party to all other parties, and such notice shall be deemed to have been given as of the date so delivered or mailed.

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

15. **Miscellaneous Provisions.** This Agreement contains all of the understandings and agreements between the parties with respect to the subject matter hereof, and the terms and conditions of the Agreement may be changed only by written amendments agreed to by both parties. This Agreement replaces and supersedes all prior agreements of the parties with respect to the subject matter hereof.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns; provided that, except as otherwise provided in this Agreement, no party may assign its interest in this Agreement without prior written consent of all the other parties. A waiver by any party of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. The section and subsection headings in this Agreement are for convenience. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

16. **Binding Arbitration.** It is agreed that all questions as to rights and obligations arising under the terms of this Agreement are subject to binding arbitration, as governed by the provisions of the, Civil Practices & Remedies Code, General Arbitration § 171.001 et. seq. as amended. This paragraph is to be broadly construed.

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

EXECUTED on the ___ day of _____ 20

TIIE CITY OF _____ MOFFATWSC

By: ---------- By: ----------

Name: ..... Name: .....

Title: ..... Title: .....

City Secretary: _____ Witness: _____

App.#____ _

CITY OF .....
Code Enforcement Department
Application for Sanitary Sewer Service

Date: ..... Pe1mit #: ..... Amount: .....

Name: _____

Street Address: .....

Mailing Address: _____

Legal Description: _____

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

(For use by the City Utility Billing Department)

The City of _____ requests that WSC begin charging _____ for monthly sanitary sewer service at a rate of . Services commence on (application date).

SAMPLE (New Form 12/10)

AGREEMENT TO DISCONNECT WATER SERVICE FOR NON-PAYMENT OF WASTEWATER SERVICE

Date:

WATER UTILITY:
Name
Address
Telephone Number
Fax Number

SEWER UTILITY:
Name
Address
Telephone Number
Fax Number

PURPOSE:

Moffat Water Supply Corporation ("Corporation") is a nonprofit water supply Corporation that provides retail water utility service in Bell County, Texas pursuant to Texas Commission on Environmental Quality ("TCEQ") Certificate of Convenience and Necessity ("CCN") No. 11166. City of _____("City") provides sanitary sewer service to businesses and residents *[pursuant to CCN No.* _____], some of whom are in areas where the Corporation provides water utility service, as listed in Exhibit "A."

Each utility bills its customers separately. In order to insure that the City's sewer customers, located in the areas of customer overlap listed in Exhibit "A", make timely payments of their sewer service bills, the City requires the ability to terminate water service to the delinquent customers under terms and conditions prescribed by the Texas Commission on Environmental Quality ("TCEQ"). As provided by Texas Water Code Sections 13.250(b)(2) and 13.147, the Corporation for the consideration set forth in this agreement, agrees to terminate its water service to sewer customers of the City for nonpayment of delinquent, undisputed sewer bills after lawful termination of service notices have been issued by the City.

The terms and conditions of this agreement shall be controlled by the rules and regulations of the TCEQ on this subject matter as the same may be adopted and amended from time to time as if said rules were written verbatim herein.

AGREEMENT:

1. The City shall give written termination of service notices to all delinquent sewer customers subject to discontinuance of sewer utility service under the City's sewer service policies. Copies of said notices shall be sent to the Corporation. If more than one customer is subject to disconnection at the same time, it shall be sufficient for the City to send the Corporation a single sample termination notice with a list of all customers subject to termination by name and service address.

2. If any delinquent customer has not paid their sewer bill by 8:00 a.m. of the noticed termination date, the City shall notify the Corporation to proceed with terminating that customer's water service. The City shall notify the Corporation of which previously delinquent sewer customers have paid their accounts and are no longer subject to water service termination. If this notice is given verbally, it shall be followed by a written notice.

3. Upon receipt of all monies lawfully due from the delinquent sewer customer, the City shall notify the Corporation that it may restore the customer's water service as required by the TCEQ's rules. The Corporation shall restore the service within 24 hours unless the customer is also delinquent on their water bill and a lawful termination of water utility service notice has been issued by the Corporation. In which case, the Corporation shall not be required to restore the customer's water service until all service restoration requirements have been met under the Corporation's water tariff.

4. The Corporation may not charge the delinquent sewer customer a reconnect fee for restoring water service after payment of delinquent sewer bills.

5. The City will pay the Corporation a service charge not to exceed fifty ($50.00) dollars per disconnection/reconnection. This fee may change from time to time as agreed to by the parties.

6. The Corporation shall not terminate the water service to any delinquent residential sewer customer if the Corporation would otherwise be prohibited, under its tariff, from terminating that customer's water service due to the illness or potential illness of any resident at that service location. This prohibition shall remain in effect for so long as the Corporation would otherwise be prohibited from terminating that customer's water service. The Corporation shall provide timely notice to the City of which of its water customers are subject to this medical prohibition for disconnection of utility service.

7. The Corporation shall not terminate the water service to any delinquent customer on a day, or on a day preceding a day, when personnel of the Corporation are not available to the public for purpose of collections and reconnecting service.

8. Purpose of Agreement/Indemnity. This Agreement is made for the purpose of facilitating the collection of fees for sanitary sewer services provided by city. No partnership or joint venture is intended to be created hereby. The Corporation's sole responsibility is to terminate its water service to sewer customers of the city for nonpayment of delinquent sewer bills and the Corporation shall have no responsibility for, and City shall indemnify, defend and hold the Corporation harmless from any damage, claims, demands, or causes of action arising from: (1) the construction, operation, maintenance, repair or existence of the sewer collection system; (2) the provision of sewer collection service; (3) any act or omission relating to such services; or (4) any act or omission of the Corporation or city, their agents, employees, or representatives in the performance or nonperformance of their obligations under this Agreement, specifically including the negligence or breach of this Agreement by the Corporation or by the City, which does

not amount to gross negligence or willful misconduct on the part of city, its agents, employees, or representative. This indemnity shall also extend to, but shall not be limited to, any cost, expense or fee, including attorney's fees, costs of court or expert fees, incurred by the Corporation relating to or arising from any such damages, claims, demands or causes of action.

TERM:

This agreement shall remain in full force and effect for so long as such agreements are allowed by law and the parties continue to be the respective water and sewer utility purveyors in the areas listed in Exhibit "A". Either party may terminate this agreement with thirty (30) day written notice to the other party.

TELEPAX COMMUNICATIONS:

All notices required herein may be given by telephone facsimile or other electronic transmission to be followed by a hard copy sent by US mail or hand delivery.

ENTERED IN: BELL COUNTY, TEXAS.

MOFFATWSC. City of _____

By:---------- By: _____

DEDICATION, BILL OF SALE AND ASSIGNMENT
(Developer Form)

THE STATE OF TEXAS §
§
§
COUNTY OF BELL §
§
§
KNOW ALL BY THESE PRESENTS §

This Dedication, Bill of Sale and Assignment is entered into and effective as of _____ 20_, by and between Moffat Water Supply Corporation (Corporation), a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code Corporation and _____("Developer").

RE CIT AL S:

Corporation and Developer have previously entered into that ce1tain Non-Standard Service Agreement dated _____ (the "Agreement"). Pursuant to Section_ of the Agreement, Developer has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the _____Subdivision, a subdivision in _____County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all other capacity, contracts, rights, interests, easements, rights-of-way, permits, licenses, approvals, documents, warranties and other matters, if any, related to the Facilities as more particularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the "Transferred Properties."

DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns, the Transferred Properties TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appmtenances thereto in anywise belonging, and Developer does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transferred Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Pursuant to Section _ of the Agreement, Developer specifically assigns to Corporation the following maintenance contract(s): _____(a copy of which is attached hereto as Exhibit "C").

EXECUTED AND EFFECTIVE as of the date first written above.

DEVELOPER:

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS, §
§
THE COUNTY OF BELL §

This instrument was acknowledged before me on the ___ day of _____ 20_, by _____[DEVELOPER]

_____
Notary Public - State of Texas - Bell County (Seal)

Printed Name:_____

My Commission Expires:_____

AFTER RECORDING RETURN TO:

Moffat Water Supply Corporation

5460 Lakeaire Blvd
Temple, Texas 76502

SAMPLE

MOFFAT WATER SUPPLY CORPORATION
5460 Lakeaire Blvd
Temple, TX 76502
254-986-2457

APPLICANT'S NOTICE OF INSUFFICIENT INFORMATION

TO:

ACCOUNT NUMBER:

DATE:

DATE OF SCHEDULED DISCONNECTION: _____

You are hereby advised that the INCOMPLETE status of your (SEE LIST BELOW FOR WHICH) form(s) is jeopardizing your Membership with the Corporation. If our office does not receive COMPLETED DOCUMENTS OR PROPER INFORMATION within ten (10) days of the date of this notice, your utility service may be terminated. To regain service after termination, you must re-apply for Membership and pay all costs applicable to a new Member under the terms of the Corporation's Tariff. If you have no intentions of retaining our service, make sure the service line is capped. We will not cap your line for you, but will remove the meter regardless of the circumstances on the Discom1ection Date indicated above.

Circle all the forms needing additional information from the Applicant/Member.

A. SERVICE APPLICATION AND AGREEMENT
B. RIGHT-OF-WAY EASEMENT
C. SANITARY CONTROL EASEMENT
D. ALTERNATE BILLING AGREEMENT
E. NON-STANDARD SERVICE AGREEMENT OR CONTRACT
F. FINAL PLAT
G. BANKRUPTCY INFORMATION FOR YOUR ACCOUNT(S)
H. OTHER INFORMATION _____

MOFFAT WSC MANAGEMENT

Signed by: _____

DEDICATION, BILL OF SALE AND ASSIGNMENT
(Individual Service Form)

THE STATE OF TEXAS, §
§
§
COUNTY OF BELL §
§
§
KNOW ALL BY THESE PRESENTS: §

This Dedication, Bill of Sale and Assigmnent is entered into and effective as of _____, 20_, by and between Moffat Water Supply Corporation (Corporation), a Texas non-profit, member-owned water supply corporation organized and operating under Chapter 67, Texas Water Code Corporation and _____("Member").

RE CIT AL S:

Corporation and Member have previously entered into that certain Non-Standard Service Agreement dated _____(the "Agreement"). Pursuant to Section _ of the Agreement, Member has agreed to dedicate and convey to Corporation the water lines, hydrants, valves, fittings and other appurtenances constructed to provide water service to the Member's property located at_____, in Bell County, Texas, together with all rights and interests therein or appurtenant thereto as more particularly described in Exhibit "A" hereto (the "Facilities"), and all easements, rights-of-way and permits, licenses or approvals, if any, related to the Facilities as more pa1iicularly described in Exhibit "B" hereto (the "Related Rights").

The Facilities and the Related Rights are collectively referred to as the "Transfened Properties."

DEDICATION, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Member does hereby DEDICATE, TRANSFER, CONVEY, SET OVER AND ASSIGN forever unto Corporation and Corporation's successors and assigns the Transfened Properties TO HAVE AND TO HOLD the Transfened Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, and Member does hereby bind himself/herself, his/her successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Transfened Properties unto Corporation, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition, the Moffat Water Supply Corporation, through its authorized representative, having agreed at accept the Facilities described in Exhibit "A", shall hold harmless Member from this day forward, from any costs for repairs or maintenance of said Facilities or any part of said Facilities.
EXECUTED AND EFFECTIVE as of the date first written above.

MEMBER:

Member:_____

Printed Name:_____

THE STATE OF TEXAS, §
§
THE COUNTY OF BELL §

This instrument was acknowledged before me on the ___ day of _____ 20_, by _____[MEMBER]

_____ (Signature of Notary)
Notary Public - State of Texas

Printed Name:_____ (seal)

My Commission Expires:_____

FOR MOFFAT WSC:

By: _____

Printed Name: _____

Title:_____

THE STATE OF TEXAS, §
§
THE COUNTY OF BELL §

This instrument was acknowledged before me on the_ day of _____, 20_, by

_____

_____
Notary Public - State of Texas

Printed Name: _____

My Commission Expires: ___ _

AFTER RECORDING RETURN TO:

Moffat Water Supply Corporation

5460 Lakeaire **Blvd**
Temple, Texas 76502

SERVICE INSPECTION CERTIFICATION

Name of PWS: Moffat Water Supply Corporation

PWS I.D.: 0140028

Location of Service_____

I, _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge:

		Compliance	Non-Compliance
(1)	No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with commission regulations.	☐	☐
(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	☐	☐
(3)	No connection existswhich would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	☐	☐
(4)	No pipe or pipe fitting which contains more than 0.25% lead exists in private water distribution facilities i stalled on or after January 1, 2014.	☐	☐
(5)	No solder or flux which contains more than 0.0% lead exists in private water distribution facilities installed on or after January 1, 2014.	☐	☐

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

I further certifythat the following materials were used in the installation of the water distribution facilities:

Service lines	Lead	☐	Copper	☐	PVC	☐	Other ☐
Solder	Lead	☐	Lead Free	☐	Solvent Weld	☐	Other ☐

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

_____ _____

Signature of Inspector Registration Number

_____ _____

Title Type of Registration

_____

Date

SECTION K. MISCELLANEOUS

TARIFF FILING REQUIREMENTS

SAMPLE LETTER

(Date)

Tariff Clerk
Office of Water Supply Division, MC 153
TCEQ
P.O. Box 13087
Austin, Texas 78711-3087

Re: Tariff for Moffat WSC, CCN No. 11166, in Bell County

Dear Tariff Clerk:

Pursuant to Texas Water Code Section 13.136(c) and 30 TAC Section 291.2l(j), enclosed is a Tariff for Moffat Water Supply Corporation provided for informational purposes.

The tariff was revised and changed on _____;therefore, please discard the previously filed tariff and replace it with the attached.

Should you or your staff have any questions, please call 254-986-2457.

Sincerely,

(Name}

Moffat Water Supply Corporation

CALCULATION OF THE AVERAGE NET EQUITY BUY IN FEE OF A SAMPLE UTILITY

Meaningful determination of the Average Net Equity Buy in Fee is achieved only when the following conditions are met in calculation of the fee:

1. An accurate accounting of the fixed and cash assets of the utility should be maintained, preferably by a Certified Public Accountant; and

2. All funds obtained as an Equity Buy in Fee or other similar funds which are to be used for future capital expenditures should be maintained in a separate fund and ear-marked for this purpose. This amount should not include the Membership Reserve or debt reserves;

3. A realistic depreciation schedule should be maintained for each asset item based on its anticipated useful life rather than on the life of the debt incurred to pay for the asset; and

4. An actual count should be retained of existing and terminated accounts for which capital contributions have been received, but not to include Membership transfers. This count shall be the number of Contributing Members on which the average is taken in calculation of the Net Equity Buy in Fee.

EXAMPLE:

Fixed Assets of the Corporation	$3,000,000.00
Less Accumulated Depreciation	$750,000.00
Less Outstanding Long Term Debt	$800,000.00
Equals Corporation Equity	$1,450,000.00
Less Developer's Capital Contribution	$57,000.00
Less Grants Received	$500,000.00
Equals Net Equity	$893,000.00
Average Net Equity per 2,000 Contributing Members	$446.50

TRWA RECOMMENDED 5/8" X 3/4" METER EQUIVALENTS BASED ON AWWA SPECIFICATIONS AND DESIGN CRITERIA

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

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

VOLUNTARY CONTRIBUTIONS ON BEHALF OF EMERGENCY SERVICES

MOFFAT WSC POLICY ON VOLUNTARY CONTRIBUTION (ROUNDUP)
ON BEHALF OF EMERGENCY SERVICES
TEXAS WATER CODE CHAPTER 67
(Added by Acts 1997, 75th Leg., Ch. 166, Sec. 2, eff. Sept. 1, 1997.)

The Moffat Water Supply Corporation (Corporation) shall as part of its billing process collect from its customers a voluntary contribution, on behalf of the Moffat Volunteer Fire Department.

The corporation shall provide each customer at the time that the customer first subscribes to the water or sewer service, and at least annually thereafter, a written statement (notice):

(1) describing the procedure by which the customer may make a voluntary contribution with the customer's bill payment;

(2) designating the Moffat Volunteer Fire Department to which the corporation will mail the monthly voluntary contribution; and

(3) informing the customer that a contribution is voluntary.

All billing by the corporation shall clearly state that the contribution is voluntary and that it may be deducted from the total billed amount.

See a copy of the 'Round-up' letter at the end of this Tariff.