

TARIFF

Maxwell Water Supply Corporation
P. O. Box 158
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WATER TARIFF FOR MAXWELL WATER SUPPLY CORPORATION

FOREWORD

Maxwell Water Supply Corporation (MWSC), incorporated in 1970, as a non-profit, member owned water supply corporation, was chartered to provide potable water to members/users. The Corporation was financed by loans from the U. S. Department of Agriculture, USDA-RD.

The Corporation is regulated by various State and Federal agencies, directly by Texas Department of Health Resources and the Texas Commission on Environmental Quality (TCEQ), and their successor agencies.

The purposes of this tariff are to:

1. Establish and explain the Corporation's rules, regulations, policies, rates, and operations;
2. Guide and direct the corporation's Board of Directors Managers and employees;
3. Inform, guide and protect the members/users;
4. Prescribe the conditions, specifications, agreements, fees and rates established previously and as may be amended from time to time.

The rules, regulations, policies, fees, rates, operations, agreements, and specifications described in this tariff are current positions adopted by the Corporation and, in some instances, alter and modify policies, agreements, and rates established previously.

Bylaws provide the basis of regulation, policy, and direction for the Board of Directors and employees. The Water Tariff provides for the management and operation of the system. Bylaws take precedence and priority over the tariff.

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SECTION A: RESOLUTION OF ADOPTION

WATER TARIFF FOR

MAXWELL WATER SUPPLY CORPORATION

RESOLUTION

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MAXWELL WATER SUPPLY CORPORATION THAT:

1. A Water Tariff containing pages 1 through 31, together with Appendices A, B and C, was adopted by the Maxwell Water Supply Corporation on October 2, 2008.
2. No prior agreement executed by the Board of Directors is repealed by any provision contained in this revised Tariff, save and except as provided in the terms of that prior agreement.
3. The adoption of this Tariff does not prohibit or limit the Corporation from enforcing previous penalties or assessments assessed or arising before the effective date of this revised Tariff.
4. An official copy of this Tariff and all policies or records shall be available during regular office hours of the Corporation. Requests for copies of documents shall be subject to reproduction charges in accord with the Texas Open Records Act. The Secretary of the Corporation shall maintain the original copy as approved and clearly exhibit all additions, deletions and amendments separately.
5. This Tariff revision shall take effect immediately upon its approval as provided by law, and according to its terms. Rules and regulations of State and Federal agencies having applicable jurisdiction, promulgated under any applicable State or Federal law, shall supersede any terms of this Tariff. If any section, paragraph, sentence, clause, phrase, word or words of this Tariff are declared unconstitutional or invalid for any purpose, the remainder of this Tariff shall not be affected.
6. The effective date of this Tariff Revision and all rate and fee changes herein shall be _____, 2009.

PASSED AND APPROVED by unanimous vote of the Board of Directors on _____, 2008.

President, Maxwell Water Supply Corporation

CORPORATION SEAL

ATTEST

MWSC TARIFF	Approved October 2, 2008	Revised July 22, 2010
	Revised March 23, 2009	
	Revised January 26, 2010	
	Revised May 27, 2010	

Secretary, Maxwell Water Supply Corporation

SECTION B: STATEMENTS

1. **STATEMENT OF ORGANIZATION.** The Maxwell Water Supply Corporation, also referred to as the Corporation, Maxwell or MWSC, is a member-owned, non-profit corporation incorporated pursuant to the provisions of Chapter 67 of the Texas Water Code as supplemented with Chapter 22 of the Texas Business Organization Code regulating not-for-profit corporations, for the purpose of furnishing a potable water utility service. Corporation operation policies, rates, tariffs and regulations are formulated by the Board of Directors.
2. **STATEMENT OF NON-DISCRIMINATION POLICY.** Membership in the Corporation and service of water is provided to all applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, or marital status.
3. **STATEMENT OF RULES APPLICATION.** The rules and regulations specified herein apply to the water services furnished by Maxwell Water Supply Corporation. Failure on the part of the Member to observe these rules and regulations of the Corporation after notice of such failure automatically gives the Corporation the authority to discontinue the furnishing of service as provided herein.
4. **CORPORATION BYLAWS.** The Corporation Bylaws establish membership voting rights, provide for annual and regular meetings, defines the rights of the members and creates regulations. These Bylaws are referenced in this revised Tariff but are not attached. They are available for inspection at the offices of the Corporation.
5. **STATEMENT OF FIRE PROTECTION RESPONSIBILITY.** Fire hydrants installed within the Corporation's distribution system are provided at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet fire flow requirements of local, county, state, or federal governmental agencies where not otherwise required. Maxwell will identify for local fire departments those fire hydrants or other points of access to Maxwell's water supply system that can be used to refill fire trucks. Fire hydrants that can be used to provide fire flows for fighting fires will be identified. The Corporation reserves the right to remove any fire hydrants due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation. Upon request the Corporation will make information available to fire departments concerning location and limits of fire hydrants.
6. **DAMAGE LIABILITY.** By acceptance of Membership, Member consents to waiver of liability for normal system failures, service interruptions, pressure variations, or other events not directly under the control of Maxwell amounting to force majeure.
7. **INFORMATION DISCLOSURE.** The records of the Corporation shall be kept in the Corporation's office in Maxwell, Texas and available under the Texas Open Records Act.

8. CUSTOMER NOTICE PROVISIONS. The Corporation shall give written notice of monthly water rate changes by mail to all affected Members not less than sixty (60) days prior to effective date of the new rate. The notice shall contain the information required by Texas law.

9. GRIEVANCE PROCEDURES. Any Member of the Corporation shall have an opportunity to voice concerns or grievances to the Corporation by the following means and procedures:

- a. By presentation of concerns to the Corporation's General Manager. The General Manager shall review the request with the complainant and determine the best means by which the complaint shall be resolved.
- b. If there is no resolution satisfactory to the complainant at the conclusion of discussions with the General Manager, then the member may:
 - (i) present a letter of request for a hearing before the Board of Directors. The letter shall state the individual's desired business before the Board and the desired result,
 - (ii) the Board of Directors, a committee thereof, and/or legal counsel shall hear the complaint. A written report with a recommendation for resolution shall be made to the full Board for a decision.
 - (iii) The Board of Directors shall then act upon the grievance and respond to the complainant in writing.
- c. Any charges or fees contested as a part of the grievance under this policy shall be suspended until a final decision has been made by the Board of Directors.
- d. Any complainant not satisfied following the Board's decision may forward a complaint to the Texas Commission on Environmental Quality, or its successor agency, to the attention of:

CONSUMER RELATIONS COORDINATOR
WATER UTILITIES DIVISION
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. BOX 13087
AUSTIN, TEXAS 78711-3087

SECTION C: DEFINITIONS

ACTIVE SERVICE – Service status of any Member receiving authorized water service under the provisions of this Tariff.

AFTER HOURS SERVICE CALL – Any service call outside normal working hours.

AWWA - AMERICAN WATER WORKS ASSOCIATION.

APPLICANT – A person, including a corporation or other legal entity, who is not a developer.

APPLICATION – A request for service accompanied by appropriate fees.

BOARD OF DIRECTORS OR BOARD – Nine members elected by the Membership in accordance with the Bylaws.

BYLAWS – Rules governing operation as adopted by the Membership and approved by United States Department of Agriculture – Rural Development (USDA-RD)

CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) – Maxwell Water Supply Corporation has Certificate Number 10293 granted under Chapter 13 of the Texas Water Code to provide water utility service within a defined area.

CONSTRUCTION PLAN – Drawing depicting the construction of water mains within a given area.

CORPORATION – The Maxwell Water Supply Corporation. (MWSC).

CROSS CONNECTIONS – Direct connection between the public drinking water supply and a potential source of contamination.

CUSTOMER CUT-OFF VALVE - Working valve located immediately on the discharge side of the meter.

DELINQUENT – Past due accounts receivable.

DEVELOPER – Any person requesting service who has divided or proposes to divide land into two or more parts for the purpose of laying out a subdivision or any addition to any subdivision or for laying out residential lots or commercial lots, or for creating any lots intended for any uses

which require, or may require, water service from the Corporation or who requests more than two water or sewer service connections on a single contiguous tract of land.

DISCHARGE SIDE – Downstream side of the meter where customer accepts full responsibility.

DISCONNECTION OF SERVICE – Locking or removal of a water meter to prevent the use of water by a Member/Consumer.

DROUGHT CONTINGENCY PLAN – Defines plans and procedures in the event of water shortages.

DWELLING - Means a home, house, mobile home, manufactured home, apartment unit, or any unit in a multi-unit residential structure maintaining both a restroom facility and an area for preparation or storage of foods. A recreational vehicle that is not located in a recreational vehicle park shall be considered a dwelling under this Tariff if it is connected directly or indirectly to a Maxwell meter and is used for human habitation.

EAA – Edwards Aquifer Authority.

EASEMENT – Perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for future maintenance, repair, facility replacement, and/or installation of additional pipelines as further defined in each individual easement agreement.

ENGINEER – Person duly authorized and properly registered under the provisions of the Texas Engineering Registration Act.

EPA or USEPA - United States Environmental Protection Agency.

EXTRA TERRITORIAL JURISDICTION – (ETJ) Unincorporated areas contiguous to the corporate limits of any city as determined in accord with the Texas Local Government Code.

FEES – Include the Membership Fee, Front End Capital Contribution Fee (FECC), Engineering /Administrative Fees and Labor & Installation fee as they relate to the cost of service, and any other charge or fee stated in this Tariff.

FINAL PLAT – Accepted plan for the subdivision of a tract of land into lots which have been approved by all regulatory agencies with jurisdiction over approval of the design, planning, and specifications of the facilities and approved by Maxwell Water Supply Corporation.

FRONT END CAPITAL CONTRIBUTION FEE – (FECC) Fee assessed new applicants for water service to acquire capital to defray costs of expanding the system in order to meet the customer growth needs.

HAZARDOUS CONDITION – Jeopardizes the health and welfare of the Member/Consumers of the Corporation as determined by the Corporation or regulatory authority.

INQUIRY APPLICATION – Form submitted by a potential developer or large volume customer to the management and accompanied by appropriate fees.

INQUIRY FEE – Non-refundable fee to determine the availability of service and the cost associated with service requested in an inquiry application.

INSTALLATION FEES – Cost of materials, labor and equipment that the Corporation incurred when installing a residential/commercial meter.

LARGE VOLUME SERVICE – MULTIPLE OWNER – means water service provided by means of a connection with a meter size larger than one (1) inch to a multiple owner development, such as townhouses, condominiums, or cluster homes located on a single tract of land.

LATE PAYMENT FEE – A penalty assessed to the next monthly bill of Members/Customer not paying by the close of business the 15th of each month.

LIQUIDATED MEMBERSHIP – Membership which has been canceled due to non-payment charges.

LIVING UNIT EQUIVALENT (LUE) – shall mean the equivalent of one single family residence that can be adequately served by a 5/8” x 3/4” water meter.

LOCK OUT FEE – Fee charged by the corporation to customer when a work order is generated for a meter lock out. Reference Section F.09 – Service Disconnection.

MANUFACTURED HOME OR MANUFACTURED HOUSING – means a structure transportable in one or more sections that is not a recreational vehicle. This term shall include any structure defined as a mobile home, HUD-code manufactured home, or manufactured home in Chapter 1201 of Texas Occupations Code.

MANUFACTURED HOUSING PARK – a single tract of land on which parking spaces for manufactured homes are rented to the general public primarily for non-transient use.

MEMBER – Applicant who has received a Membership Certificate and who has title to property and is receiving water utility service from Maxwell Water Supply Corporation to property located within MWSC’s CCN as evidenced on a membership certificate issued by MWSC.

MEMBERSHIP CERTIFICATE - Transferable stock certificate issued by the Corporation.

METER – Instrument used to measure the volume of water.

METER READING FEE – Fee charged by the Corporation if the Customer fails to provide monthly meter readings.

METER TESTING – Checking and validating accuracy of a meter.

METERED WATER - All water recorded by meter.

MONTHLY MINIMUM CHARGE – Minimum monthly fee assessed by Corporation per connection, the cost to have water available at a meter.

MULTIPLE CONNECTION - A single meter serving multiple dwellings.

NON-STANDARD SERVICE – Any service other than standard service.

NON-STANDARD SERVICE AGREEMENT – Contract between Maxwell Water Supply Corporation and a service applicant that defines the conditions, specifications, standards, fees, period of time and/or requirements for each party to the contract that is required, prior to a commitment to provide water service. An agreement to provide service to a development or commercial installation upon approval of application is a non-standard service agreement.

OFFICE HOURS – Shall be as established by the Board of Directors.

OTHER REGULATORY AGENCIES – EAA, EPA, TDSHS, TCEQ, USDA-RD, and appropriate City and County regulatory agencies within MWSC's CCN and such other agencies as may now or in the future exercise regulatory authority.

PLAT – Plan for the subdivision of a tract of land into lots which, if approved, may be submitted to the County Clerk for recording.

POINT OF DELIVERY – Point where ownership of the water and pipeline transfers to the Customer. Customer responsibility begins at the discharge side of the meter.

PRESSURE REGULATORS – Device located on the discharge side of the meter [which is purchased and maintained by the Customer as required].

RECONNECT FEE – Cost to re-establish service within sixty (60) days of disconnection.

RECORD DRAWINGS – Drawing indicating the locations and size of the Corporation's distribution system as near as possible.

RECREATIONAL VEHICLE (RV) – a vehicle which meets the criteria in 24 CFR 3282.9 (g):

- (1) Built on a single chassis;
- (2) 400 Square feet or less when measured at the largest horizontal projections;
- (3) Self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

RECREATIONAL VEHICLE PARK (RVP) - a property on which parking spaces for RVs are rented to the general public primarily for transient use.

RENTER – A person who rents property from a Member of the Corporation and may otherwise be termed a lessee or tenant. Member may designate, in writing, that the Renter remit monthly readings and payments to the Corporation.

RE-SERVICE FEE – Cost to provide service to a location where membership has been surrendered and now requires the fitting of a metering device into an existing setting and possibly requiring modifications to the setting in order to restore service.

SERVICE – Delivery of water to the Customer

SERVICE APPLICANT – A person other than a developer, who applies for retail water or sewer utility service.

SERVICE APPLICATION AND AGREEMENT - Agreement between the Member/Applicant and the Corporation. MWSC agrees to sell and deliver water to the Member/Applicant and the Member/Applicant agrees to purchase and receive water and to comply with, uphold and support the Corporation's policies, tariff, Bylaws and regulations.

SERVICE CALL FEE - A fee charged to the Customer if a leak is reported near the meter and the Corporation ascertains that the leak is on the discharge side of the meter.

SERVICE CLASSIFICATION - Specific charge for service based on specific criteria such as usage, meter size, demand, type application, etc. as determined by the Corporation upon evaluation of the service requirements of the Applicant or Member.

SHALL, MAY - The word "shall" is always directive and mandatory. The word "may" is merely permissive.

STANDARD SERVICE – service to one living unit equivalent provided through a 1" or smaller meter.

SUBDIVISION - Division of any tract of land in two or more parts.

SURRENDERED MEMBERSHIP - Membership in which service has been discontinued upon request of the Member and all indebtedness due the Corporation has been paid in full.

TARIFF – The Corporation's published rates, tolls, charges and rules and regulations stated separately by type or kind of service and the customer class.

TCEQ - TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

TCEQ ASSESSMENT – the assessment established by the Texas Legislature which must be added to each monthly water bill and collected from each non-exempt member and remitted to the TCEQ annually or as required. Also called “TCEQ Tax” or “TCEQ Fee”.

TDSHS - DEPARTMENT OF STATE HEALTH SERVICES – formerly Texas Department of Health.

TERMINATION OF SERVICE - The removal of the meter and locking of the Corporation angle stop for non-payment of the water bill after thirty (30) days of the due date of the bill.

TRANSFEREE - An applicant receiving a membership by legal means from a person transferring a current membership to another person.

TRANSFEROR - A member who transfers membership by legal means to another person qualifying for service to a property for which the membership is currently issued.

TYPES OF CONSUMERS -

- A. Single family residence.
- B. Apartments, condominiums, and duplexes with a single owner, not to exceed four.
- C. Commercial Consumer is a consumer who receives water service for the sole purpose of conducting business.

USAGE CHARGE – the charge billed for water delivered through a metered point.

UNITED STATES DEPARTMENT OF AGRICULTURE – RURAL DEVELOPMENT – USDA-RD- An agency of the United States Department of Agriculture, providing loan and grant funds for development of rural water systems.

SECTION D: GEOGRAPHIC AREA SERVED

(Attach CCN Map)

SECTION E: RATES AND SERVICE FEES

Section E.01 - Rates

Maxwell WSC levies a monthly charge for water service to each member. Those who are connected to the Maxwell water distribution system and who have an installed meter pay a charge that is the total of three components: (a) a monthly minimum charge; (b) a charge for water consumed, billed on the basis of thousand gallon increments; and (c) the TCEQ assessment.

(a) Monthly Minimum Charge

(1) For Standard Service

- Each customer pays the standard water usage fee as determined by meter readings regardless of meter size and number of LUEs
- Standard service is either a 5/8 X 3/4 meter with one LUE or a 1” meter with one LUE.
- The monthly minimum for Standard Service is \$27.50.

(2) For Non Standard Service

- Each customer pays a monthly fixed charge based on meter size and, in some instances, on meter size and the number of LUEs, as follows.
 - For “non-standard” service for everything other than a RV park or motel that serves transient customers:

▪ 1” or smaller with 2 LUEs:	\$55.00
▪ 1” or smaller with 3 LUEs:	\$82.50
▪ 1” or smaller with 4 LUEs:	\$110.00
▪ 1-1/2” Compound	\$137.50
▪ 2” Compound	\$220.00
▪ 2” Turbine	\$275.00
▪ 3” Compound	\$495.00
▪ 3” Turbine	\$660.00
▪ 4” Compound	\$687.50
▪ 4” Turbine	\$1,155.00
▪ 6” Compound	\$1,375.00
▪ 6” Turbine	\$2,530.00
▪ 8” Compound	\$2,200.00
▪ 8” Turbine	\$4,400.00

- For an RV Park or for a motel that serves transient customers there is no charge made for LUEs regardless of the number of LUEs served. (This situation would only apply for an RV Park or a motel that serves transient customers that is providing service through a 1” or smaller meter.)
- **Early Billing Fee.** Any member requesting early billing in order to collect from tenants in advance of regular billing will be required to pay a monthly fee of \$5.00 per meter for that service.

(b) Charge for Water Consumed

Regardless of meter size, the charge for water measured through a meter in any month is as follows per one thousand gallons:

- (1) up to 10,000 gallons: \$7.00 per thousand gallons;
- (2) for amounts of 10,001 gallons through 15,000 gallons: \$70 + \$7.25 per thousand gallons for the excess amounts from 10,001 gallons through 15,000 gallons;
- (3) for amounts of 15,001 gallons through 20,000 gallons: \$106.25 + \$7.50 per thousand gallons for the excess amount over 15,000 gallons; and
- (4) for amounts of 20,001 gallons or greater: \$143.75 + \$7.75 per thousand gallons in excess of amounts over 20,000 gallons.

(c) TCEQ Assessment –

Each customer pays the amount of a TCEQ Assessment levied at the rate being charged by TCEQ for the period covered by the bill.

Section E.02 – Connection Fees

- a. Single Dwelling or Single Non-residential Business Connection Meter installation – Straight Set (no line extension, no road crossing)

Meter Size	Installation Fee	Engineering Admin. Fee	Front End Capital Contrib.	Single Meter App.Fee	Membership	Total
5/8" x 3/4"	\$600.00	\$200.00	\$3,500.00	\$ 50.00	\$100.00	\$4,450.00
1"	\$700.00	\$200.00	\$8,750.00	\$ 50.00	\$100.00	\$9,800.00

- b. Multiple Connection Service – 1" or smaller Meter – Straight Set

(No line extension, no road crossing.)

Multiple Connection Service is available for apartments, manufactured housing parks, and multi-unit residential structures such as duplexes, etc. (All other residential service must comply with the one dwelling per meter policy stated in Section F.07 of this Tariff.)

The tap fee for a multiple dwelling connection shall include the installation Fee for the meter size specified by Maxwell plus a FECC equal to the FECC for a 5/8" X 3/4" meter times the number of dwelling units or manufactured home pad sites to be connected.

Whenever an increase is proposed in the number of dwelling units from the number in the initial construction or installation, or in the case of a manufactured housing park, an increase in the number of pad sites from the initial number, the member shall pay to Maxwell the appropriate FECC in effect at the time the application for the increase is made before making such expansion. If Maxwell determines that the number of dwelling units or pad sites connected to a master meter was exceeded, the number of units that have been paid for by the member, the member shall pay a FECC equal to the FECC for a 5/8" X 3/4" meter in effect when the discrepancy is noted times the number of additional dwelling units or pad sites over the initial number that are connected to the meter. The FECC for the additional dwelling units or pad sites shall be paid within thirty (30) days of the date that Maxwell provides notice to the member.

- c. Additional Connection Charges

(1) Charge for Line Extensions and Road Crossings. The cost to construct line extensions and road crossings will be determined on a case-by-case basis based on the cost of labor and materials at the time of construction.

(2) Non-standard Service. Requests for service or supplemental service other than those set out in this Tariff, including Appendix B shall be considered Additional Charges and shall be determined on a case-by-case basis.

(3) **Easements.** When Maxwell determines that private right-of-way easements are necessary to provide service to an applicant, the applicant shall be required to pay all costs incurred by Maxwell in obtaining such easements.

(4) **Backflow Prevention Device.** At any residence or establishment where an actual or potential contamination hazard exists additional protection shall be required in the form of an air gap or backflow prevention device. MWSC's backflow prevention program identifies potential sources of contamination on a member's property to Maxwell's system.

(5) **Meter Location.** When possible, meters should not be placed in locations where they may be subjected to vehicular traffic, such as under a driveway providing access to a dwelling. If an applicant desires that one or more meters be placed in a location where, in the opinion of Maxwell, the meter(s) may reasonably be subjected to vehicular traffic of any sort, then at the sole expense of applicant: (1) the meter box(as) installed shall be designed and constructed to minimize the likelihood of damage to the meter(s) resulting from said vehicular traffic; and (2) prior to installation of the meter(s), the location of the meter box(s) proposed for use shall first be submitted to Maxwell for approval.

Section E.03 - Miscellaneous

a. Membership Fee \$ 100.00

The Membership Fee is refundable and applies to each service connection to Maxwell's system.

b. Customer Service Inspection \$ 75.00

The State of Texas mandates that any requests for new service from a public water supply include a Customer Service Inspection conducted by a licensed inspector.

c. Fees

Reconnect Fees	\$150.00
Re-Service	\$ 27.50 x # of months of inactivity
Lock-out Fee	\$100.00
Return Check Fee	\$ 35.00
Meter Reading Fee	\$ 50.00
Late Payment Fee	\$ 20.00
Service Call	\$ 30.00
After Hour Service Call	\$ 50.00

SECTION F - APPLICATION FOR SERVICE

Section F.01 – Application for Service

An owner of title to real property or a purchaser under an executory contract for conveyance of real property (“contract for deed”) may file an application for service and seek to become a member of Maxwell. All applications for service will be made on Maxwell’s standard service agreement forms (attached as **Appendix A** to this Tariff) and must be signed by the applicant before water service will be provided by Maxwell. The terms and conditions of **Appendix A** are an integral part of this Tariff.

A lessee of real property owned by a local, state, or federal governmental entity may file an application for Large Volume Service.

A separate application or contract will be made for each service at each separate location. All applicants for Large Volume Service must submit a legal description of the property to be served which shall consist of the lot, block, and, section number for land in a platted subdivision, or shall consist of a metes and bounds description for tracts of land that are not platted. Alternatively, the applicant for Large Volume Service may submit the Caldwell or Hays County Appraisal District Tax I.D. number assigned for the tract.

No application of service in a subdivision shall be approved unless the Developer has fully complied with all the requirements of the Rules and Regulations Concerning Maxwell’s Service to Subdivisions (**Appendix B**), including, without limitation, full payments of all capacity reservation fees. The terms and conditions of **Appendix B** are an integral part of this Tariff.

If two or more meters are used to provide water service to a single contiguous tract of land, Maxwell shall not transfer one or more of the associated memberships if such transfer will result in service to a sub-divided tract of land where all the requirements of the Rules and Regulations Concerning Maxwell’s Service to Subdivisions (**Appendix B**) have not been satisfied.

If the owner of a single contiguous tract of land obtains two or more meters for that tract in order to provide water service to two or more dwellings in compliance with the one dwelling per meter policy contained in Section F.07 of this Tariff, and that owner later desires to convey some portion of that tract which contains one or more meters and/or one or more dwellings, then prior to the transfer of title to the new owner(s), the original owner shall comply with the rules and regulations concerning Maxwell’s Service to Subdivisions (**Appendix B**) including, without limitation, the obtainment of a feasibility study and the payment of capacity reservation fees.

Upon transfer of title to property, the new owner(s) must comply with the one dwelling per meter policy contained in Section F.07 of this Tariff. If additional meters are required, the transfer applicant must pay the corresponding number of tap fees and membership fees.

An Applicant seeking service for a tract of land located in a subdivision must provide information showing compliance with all applicable city and county subdivision ordinances.

This information shall include a copy of the recorded deed conveying the property to the applicant and a copy of the recorded plat depicting the property. Pursuant to Sec 13.2501 of the Texas Water Code, Maxwell will refuse to serve an applicant if the requested service is prohibited under Section 212.012 of the Texas Local Government Code, which requires certification of compliance with plat requirements prior to connection of water.

Section F.02 – Water Service Installation

After the applicant has met all requirements, conditions, and regulations herein set forth, Maxwell will then: (i) install a tap, meter, backflow prevention device, and cut-off valves within the boundaries of the parcel of land or lot to be served; and (ii) take all necessary actions to initiate service.

Section F.03 - Hardship Installment Payment Agreements

Based on a case-by-case showing of hardship, Maxwell will consider entering into an installment payment agreement to recover the cost of setting a meter for a single dwelling residential connection. A hardship installment agreement may be used for the cost applicable to a straight set, 5/8 X 3/4" meter. The agreement shall be in writing, and will allow the owner of a single residential dwelling to pay the FECC fee and Engineering Administration fee in installments. The installation fee, membership fee and single application fee must be paid at the time the installment payment plan is executed.

The installment payment agreement shall, at a minimum, include: (a) the name and address of the member; (b) legal description of the property; (c) the amount to be paid; (d) the terms of the payment, (e) a statement that the agreement creates a lien on the property. Upon execution of the agreement Maxwell will record the installment payment agreement in the real property records in the county in which the property is located. Maxwell will execute and record a release of lien upon full payment of the obligation created by the installment payment agreement.

Section F.04 – Refusal of Service

Maxwell shall decline to serve an applicant until such applicant has complied with Federal, State and Municipal regulation, the rules and regulations of Maxwell, and for the following reasons:

1. Refusal to pay a membership fee.
2. The property to be served has been subdivided in violation of applicable city or county subdivision ordinances.
3. Serving the property is prohibited by Sections 212.012 or 232.0047 of the Texas Local Government Code, which require certification of compliance with plat requirements prior to connection of water, sewer, electricity, gas, or other utility service.
4. More than one dwelling will be connected to a single meter on the property, unless the service location qualifies for master metered service under this tariff.

5. The meter to be set would be located within a 100-year floodplain as established by the Federal Emergency Management Agency.

6. The applicant fails or refuses to have a customer service inspection performed or fails or refuses to submit a properly completed customer service inspection certification form as required by Texas Commission on Environmental Quality regulations.

7. Construction by Maxwell of the General Purpose Transmission Facilities to serve the applicant would violate the federal Endangered Species Act or the Texas Endangered Species Act, and Maxwell cannot reasonably obtain authorization from the relevant agencies.

8. The applicant refuses to execute a permanent, recorded water line easement on the property in which water service is requested, on a form satisfactory to Maxwell and within the scope of the terms identified in Section 49.218 of the Texas Water Code, should the property in which the applicant desires water service not have adequate public utility easements.

Section F.05 – Member Deposits

If a member or applicant has filed a petition for relief in U.S. Bankruptcy Court, Maxwell may require a deposit to assure payments for service in accordance with 11 U.S.C. § 366.

Section F.06 – Meter Requirements. Readings and Testing

All water sold by Maxwell shall be billed based on meter measurements. Maxwell shall provide, install, own and maintain meters to measure amounts of water consumed by its members. Members shall submit an accurate meter reading to Maxwell every month. Failure to submit an accurate meter reading will result in a meter reading fee in accordance with Section E.03 (c)

Upon request by a customer, Maxwell will have the meter professionally tested for accuracy. If the meter is found to be within the accuracy standards established by the American Water Works Association, the customer shall be charged \$150.00 and shall pay the cost to perform this test, including the cost to remove, transmit and reinstall the meter. For anything larger than a standard service, Maxwell will estimate the cost of the test and the customer shall put up a deposit. If the meter is found to be outside the accuracy standards established by the American Water Works Association, Maxwell will pay the cost of the test and will replace the old meter with another.

Section F.07 One Dwelling Per Meter Policy

It is the policy of Maxwell to require one paid meter and tap for each residence and dwelling for human habitation. Upon detection of possible multiple dwellings on one meter, the General Manager will communicate verbally and in writing with the suspected violating party and or parties violating this policy and require pre-payment for the setting of additional water meters for the dwellings requiring same. Non-compliance shall constitute basis for disconnect from MWSC. Reconnection fee will be borne by the member/customer.

Section F.08 – Billing

Water bills shall be rendered monthly unless service is terminated before the end of a billing cycle. Service initiated less than one week before the next billing cycle may be billed with the following month's bill.

Payment is considered late if not received at Maxwell's office or postal address by the 15th of the month. A \$20.00 penalty will be added for payment received after the 15th day of the month. Failure to pay delinquent balances by the 25th is subject to disconnection.

The member will be responsible for payment of the bill. Maxwell will bill occupants who are not members upon written direction of the member but the member will continue to be responsible to Maxwell for payment.

Section F.09 – Service Disconnection

A member's utility service shall be disconnected if a delinquent bill has not been paid and if proper notice has been given. Proper notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection, with the words "Termination notice" or similar language prominently displayed on the notice. If applicable, the notice must also list the past due balance.

Service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account or to comply with a deferred payment agreement;
2. Willful violation of a usage rule when that violation interferes with another member's service;
3. Failure to comply with valid deposit or guarantee arrangements;
4. Upon discovery by Maxwell that the property has been subdivided in violation of applicable county subdivision ordinances;
5. Upon discovery by Maxwell that more than one dwelling is connected to a single meter on the property, unless the present members pay each month and Maxwell has accepted the appropriate multiple of the Monthly Customer Charge;
6. Upon discovery by Maxwell that more than one dwelling is connected to a single meter, the dwellings are located on separate parcels of land, and there is no non-standard service agreement covering the service to multiple dwellings.
7. A member has failed to have a customer service inspection performed or has failed to provide access to the service location for the purpose of performing a customer service inspection, or has failed to remedy failures discovered as a result of customer service inspection;
or

8. Non-payment of charges for sewer service that are collected by Maxwell under an agreement between Maxwell and the provider of the sewer service.

A residential member may request a delay of disconnection of service upon establishing that disconnection of service will result in some person residing at the residence becoming seriously ill or more seriously ill if service is disconnected. Each time a member seeks to avoid termination of service under this provision, the member must have the attending medical doctor call or contact Maxwell within fifteen (15) days of the issuance of the bill. A written statement must be received by Maxwell from the attending medical doctor within twenty (20) days of the issuance of the bill. Upon receipt of the doctor's written statement, Maxwell may, at the discretion of the General Manager, delay disconnection of service for a period not exceeding forty-five (45) days from the issuance of the bill. After receipt of such a written statement the General Manager may also allow the member to enter into a deferred payment plan of any unpaid billed amounts subject to disconnection if the terms of the payment plan are not kept.

Service may only be disconnected without notice:

1. When a known dangerous condition exists, for as long as the condition exists;
2. When service is established through meter bypassing, an unauthorized connection or unauthorized reconnection; or;
3. in instances of tampering with Maxwell's meter or equipment.

Section F.10 - Meter Relocation

Maxwell will relocate a meter to a new location within the boundaries of a single parcel of land or lot so long as the meter continues to serve the same structure or facility and the new location is feasible. In the case where a structure or facility is located on the boundaries between two parcels or lots, Maxwell will relocate the meter to either of the parcels or lots. Maxwell will determine on a case-by-case basis whether moving the location of the meter is feasible. The fee for moving a meter shall include the following:

- a. the Meter Setting Fee for the size of meter requested at the new location;
- b. the Meter Disconnection and Removal Fee; and
- c. the cost of any line extensions or other equipment necessary to deliver water to the new location.

If the meter to be installed at the new location is larger in size than the existing meter, the member shall also pay the difference between the FECC for the larger meter size and the smaller meter size that are in effect at the time the relocation is requested.

Section F.11(a) – Large Volume Service – Single owner

(Meters Larger Than 1")

“Large Volume Service – Single Owner” may only be used to serve facilities located within a single tract of land that is owned by a single person, corporation, or other entity. “Large Volume Service – Single Owner” is not available for service to land that is intended to be subdivided; provided however, the capacity purchased for a “Large Volume Service – Single Owner” location may be converted to serve a subdivision that is created on the same land. This right of conversion of capacity shall not be severable, but shall be assignable with the land as long as the land stays in a single tract, with a single owner. Customers requesting “Large Volume Service – Single Owner” shall enter into a written agreement with Maxwell setting out the terms and conditions of service.

Section F.11(b) – Large Volume Service – Multiple Owner

(Meters Larger Than 1”)

“Large Volume Service – Multiple Owner” service agreements may be obtained by a management company, homeowners association, or other similar entity for water service to a multiple owner development such as town houses, condominiums, or cluster homes by means of a master meter connection. In order to obtain “Large Volume Service – Multiple Owner” service, an applicant must obtain a Feasibility Study at his or her expense and enter into a contract with Maxwell. “Large Volume Service – Multiple Owner” service shall be subject to the requirements of the Rules and Regulations Concerning Maxwell’s Service to Subdivisions, including the requirement for payment of capacity reservation fees.

Section F.11(c) – Large Volume Service- Installment Contracts

Whenever the Front End Capital Contribution for a proposed Large Volume Service connection exceeds \$50,000, the applicant will enter into a contract with Maxwell to obtain service on a first right of refusal basis. All fees and charges associated with the proposed service, other than FECC must be paid on the date of the execution of the contract. The contract shall include an obligation for applicant to pay for installation and replacement of meters, flow restriction devices, and backflow prevention devices as necessary to allow staging of capacity.

Section F.12 – Feasibility Study

Any person seeking Large Volume Service and/or multiple connection service, such as apartments, manufactured housing parks, or multi-unit residential structures such as duplexes or commercial water service, shall submit a written request that Maxwell perform a Feasibility Study to determine if there exists sufficient capacity in Maxwell’s System to serve the number of dwelling units or water volume for the commercial operations proposed to be located on the tract of land, or if a need exists for an expansion to the capacity of the production and storage or general purpose transmission facilities, or a combination of both, to serve the proposed connection. Each request for a Feasibility Study shall include the following:

- a. Two copies of a map or plat showing the property indicating the location of said property within Maxwell’s CCN, and the proposed improvements to be

constructed to connect such facilities to the Maxwell Water Supply Corporation system. The map or plat must show the legal description and the dimensions of the property. The map or plat must be signed and sealed by a licensed surveyor or registered professional engineer.

- b. The intended land use of the property, including detailed information concerning the types of land uses or commercial operations proposed.
- c. The proposed number of LUEs and the projected water demand of the connection, including average and peak demands in gallons per minute. (GPM). A projected growth schedule tied to the demand for water.
- d. A proposed calendar of events, including design, construction phasing and initial occupancy, and the approximate date on which service will first be needed.
- e. Information concerning on-site storage and pressurization facilities to reduce peak demand.

Because of factors such as unique topographic features, after initial review of the request Maxwell's Engineer may determine that additional information will facilitate evaluating the proposed project. The Developer shall submit such additional information as specified by Maxwell's Engineer on a case-by-case basis.

All requests for a Feasibility Study shall be accompanied by a non-refundable fee according to the following schedule.

<u>Proposed Number of LUE's</u>	<u>Fee</u>
1-10	\$1,000.00
11-250	\$1,500.00
251-or more	\$2,500.00 plus any additional cost to Maxwell

Maxwell shall take action on a Feasibility Study for a Large Volume Service or multiple connection service using the procedures provided for a subdivision Feasibility Study in Section III of the Rules and Regulations Concerning Maxwell's Service to Subdivisions Existing water supply capacity that is contemplated for use to service location for a period of one hundred twenty (120) days by payment of the greater of \$2,500.00 or 10% of the total Front End Capital Contribution, which payment shall be nonrefundable and the balance of the remaining FECC Fees shall be due and payable. A request to hold capacity must be written and hand delivered or sent by certified mail to Maxwell's General Manager accompanied by the appropriate fee. The request to hold capacity must be received by Maxwell within thirty (30) days after the date of the meeting of the Board of Directors at which service to the proposed service location is determined to be feasible.

Section F.13 – Forfeiture of Membership

If a service has been disconnected for nonpayment for more than three hundred sixty-five (365) consecutive days or if Maxwell's equipment has been tampered with or water is taken by means of an unauthorized connection, or both:

The member shall forfeit all rights and privileges of membership;

The member shall forfeit all connection and tap rights;

The meter shall be removed; and

The line tap shall be sealed.

Any future service at the location of a property described in this Section will be subject to all application and fee requirements of Sections F.02 and F.01 of this Tariff. In addition to payment of a Membership Fee, full payment must be made of the Installation Fee and all other fees in effect at the time service is requested.

Section F.14 – Outside Certificated Area

Maxwell may provide water outside the area of its Certificate of Convenience and Necessity on a contractual basis. Each case will be considered separately. Water will be sold on a term basis only.

Section F.15 – Service to Areas of Purchased Water Systems

Whenever Maxwell purchases or merges with a certificated water system and the Texas Commission on Environmental Quality has approved the transfer of the Certificate of Convenience and Necessity, service to the customers of the purchased water system will be conducted under this Tariff and all rules and regulations of Maxwell. Upon transfer of the certificate, all the existing customers of the purchased water system automatically become members of Maxwell. As members of Maxwell, the terms and conditions of the service agreement, included as **Appendix A** to this Tariff, will be binding on the customers of the purchased water system, regardless of whether the transferred customer has executed a service agreement with Maxwell. No membership will be transferred to a subsequent customer. Prior to the effective date of Maxwell's purchase of a certificated water system, the seller of the water system shall notify every customer of the applicability of all rules, regulations and policies of Maxwell, including the terms and conditions of the Maxwell service agreement.

Section F.16 – Limitation of Liability

Maxwell shall not be liable for any damages, including without limitation, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue, resulting from failures or interruptions of water supply occurring because of maintenance of Maxwell's water distribution system or that are occasioned by causes beyond the control of Maxwell. Maxwell shall not be liable in any event for consequential damages.

Section F.17 – Litigation

This Tariff shall be construed under and in accordance with the laws of the state of Texas. All obligations of the parties created under this Tariff shall be performable in Caldwell County and Hays County, Texas. All payments required to be made to Maxwell under this Tariff shall be made at Maxwell's offices in Caldwell County, Texas. Caldwell County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement. In the event Maxwell is required to retain an attorney to enforce this Tariff or collect amounts owed under this Tariff, the member shall be responsible for all costs incurred by Maxwell, including reasonable attorneys' fees.

Section F.18 – Limitation on Fire Protection

Maxwell does not provide nor imply that water for fire protection is available in Maxwell's water distribution system. All hydrants or flush valves are installed to facilitate operation and maintenance of the water distribution system and may only be used for refilling purposes by authorized fire departments. Maxwell reserves the right to remove any hydrant or flush valve, due to improper use or detriment to the system as determined by Maxwell, at any time without notice, refund, or compensation to the contributors.

Fire flows may be achieved through water lines for fire loops with adequate infrastructure. In those cases where a Member requests installation of a fire hydrant or fire loop for the purposes of providing water service for fire fighting, the Member shall pay the costs of the infrastructure and appurtenances necessary to provide water flows for fire fighting. In addition, should the Member install interior fire sprinklers, Member shall pay FECC in an amount to be determined by Maxwell, such amount to be based on the calculated number of LUEs required to provide service to such sprinklers.

Section F.19 Release of Easements

Maxwell may comply with the request of another party to release, or partially release, an existing water line easement, or Maxwell's interests in a platted public utility easement within a subdivision, after the following requirements have been fulfilled.

1. A written request submitted by the requesting party to Maxwell's office for the specific easement in need of release by completion of the Request of Easement form with all required attachments.
2. Processing fee of \$100.00 paid to Maxwell at time request is submitted.
3. The release request will be researched by Maxwell staff for feasibility.
4. A written statement from Maxwell's engineer of no reasonable probability that such easement being requested release would be utilize.
5. Approval from the Board of Director of Maxwell for the release of easement.

Once all requirements have been complied with, the request will be researched. If such request is found feasible, a release of easement document will be executed and then filed of record in its respective county. Once the release has been recorded, a copy will be delivered to the requesting party. If such request is not feasible, the processing fee will be refunded.

SECTION G: EXTENSION POLICY

Section G. 01 Extensions to Subdivisions

Maxwell will extend water service to subdivisions within its certificated area, in accordance with the attached Rules and Regulations concerning Maxwell's Service to Subdivisions. (Attached as **Appendix B** to this Tariff.)

Section G. 02 Extensions to Others

Utility Lines Not Adjacent to Applicant's Property – Maxwell WSC water main extensions will always be a four (4) inch or larger size line. In the event an applicant desires water service on property which does not currently have water mains adjacent to the property, the Maxwell WSC engineer will make minimum main line size determinations, no less than four (4) inches, and present a written recommendation to the Board of Directors. If a road crossing is required, the Maxwell WSC engineer will determine the minimum crossing size required and the size of the encasement pipe, and include the associated cost as a part of his recommendation.

The applicant will bear all costs associated with getting water service to his and/or her property. Maxwell WSC may opt to increase the minimum required line to a larger size than recommended by the engineer, and will bear the associated cost difference. The applicant will be required to purchase membership, pay a capital recovery fee, installation fee, engineering fee and administrative fee. The Capital Recovery Fee will be applied to the cost of the line extension. Any balance remaining for the line extension will be borne by the applicant. The applicant must also provide suitable easements for water service on the applicant's property and sign a service agreement before installation can begin.

If and only if good faith negotiation efforts have failed and acquisition of the necessary water line easement must be obtained through the court system, Maxwell will exercise its right of eminent domain on behalf of the member, and at the member's expense, Maxwell is a Texas corporation duly and lawfully organized pursuant to the provisions of the Texas Business Corporation Act.

Pursuant to Texas Water code § 49.222, Maxwell is empowered by the legislature of the state of Texas to exercise the right and power of eminent domain through which it may enter on and condemn the land, rights-away, easements, and property of any person or corporation where same is necessary for the construction, maintenance, or operation of water lines, as well as other fixtures usually and necessarily associated with the ongoing existence of a public utility company.

SECTION H: WATER RATIONING PLAN

DROUGHT MANAGEMENT PLAN (DMP) EDWARDS AQUIFER AUTHORITY (EAA) REGULATES THE CONSERVATION MEASURES AS THEY RELATE TO THE EDWARDS AQUIFER

Section H.01 – General Provisions

1. Declaration of Necessity for Rationing

When system demand threatens to exceed production or storage capability, or refilling the storage facilities is rendered impossible, Maxwell, acting through its General Manager, may declare that a necessity for rationing exists, and thereafter ration water in the following manner.

2. Notice Requirements

Reasonable notice, including, by way of example and without limitation, notice published in a local newspaper, radio and television announcements, and by posting notice in public building, of the proposed rationing shall be provided 24 hours before Maxwell actually starts the program. Published notice may be followed by mailed notice included in the next regular bill. Any notice shall contain the following information:

- a. the date rationing shall begin;
- b. the date rationing shall end;
- c. the stage (level) and explanation of rationing to be employed; and
- d. explanation of penalties for violations.

3. Violation of Rationing Rules

- a. First violation – Maxwell may install a flow restrictor in the line to limit the amount of water which will pass through the meter in a 24 hour period. The cost to be charged to the member's account shall be the actual installed cost to Maxwell.
- b. Subsequent violations – Maxwell may terminate service at the meter for a period of seven (7) days, or until the end of the calendar month, whichever is LESS. The normal reconnect fee of Maxwell shall apply for restoration of service.

4. Exemptions or Variances from Rationing Rules

Maxwell may grant any member an exemption or variance from the uniform rationing program, for good cause. Maxwell shall treat all members equally concerning exemptions and variances, and shall not employ discrimination in such grants.

5. Rates

MWSC TARIFF Approved October 2, 2008 Revised July 22, 2010
 Revised March 23, 2009
 Revised January 26, 2010
 Revised May 27, 2010

All existing rates schedules shall remain in effect during the rationing period and no charges may be levied against a member which is not contained in the approved Tariff of Maxwell as filed with the Texas Commission on Environmental Quality. The purpose of the Water Rationing Program is to conserve the total amount of water demanded from Maxwell until supply can be restored to normal levels.

Section H.02 – Stages of Rationing

Stage I (Voluntary Conservation). Maxwell members will be requested to voluntarily restrict usage of water for outdoor purposes such as lawns, gardens, car washing, etc. Members will be requested to voluntarily limit the amount of water used to that amount absolutely necessary for health, business, and outdoor water use. Voluntary Conservation may include following the “Central Texas Water Wise Plan” which includes the following:

1. Once Every Five days Use: Maxwell will provide a calendar noting the respective outdoor watering days and the order will remain consecutive as new months begin. For members having rural delivery numbers, the last numerical digit of the rural delivery number, whether route or box number, shall be used to determine watering days.

2. Restricted Outdoor Watering Hours: Outdoor watering should be done only before 10a.m. and after 7 p.m. on your watering day.

3. Restricted Outdoor Watering Volume: Water no more than 1 inch on your watering day.

Stage II (Mild Rationing Conditions). Maxwell may select one or more of the alternatives listed below, except that usage for livestock is exempt.

1. Time of Use Restriction: Usage of water for outdoor purposes such as lawns, gardens, car washing, etc. may be restricted according to one or more of the following schedules, except that Maxwell may allow irrigation by hand-held hoses, hand-held buckets, or drip irrigation any time.

a. Alternate Day Use: Members with even numbered addresses or rural delivery numbers can use water outdoors on even numbered days and members with odd numbered addresses or rural delivery numbers can use water outdoors on odd numbered days. For members having rural delivery numbers, the last numerical digit of the rural delivery number, whether route or box number, shall be used to determine watering days.

b. Weekday Use Only: No outside watering allowed on Saturdays, Sundays, or official Federal holidays.

c. Once Every Five Days Use: Maxwell will provide a calendar noting the respective watering days for members having rural delivery numbers, the last numerical digit of the rural delivery number, whether route or box number, shall be used to determine watering days.

2. Hand watering Restriction: Maxwell may require that only a hand-held hose or a hand-held bucket be used for watering of lawns, gardens, trees and shrubs.

3. Vehicle Washing Restriction: Maxwell may prohibit or limit the times for washing of automobiles, trucks, trailers, boats, airplanes, and other types of mobile equipment.

Stage III (Moderate Rationing Conditions). All outdoor water usage is prohibited; however, usage for livestock is exempt.

Appendix “A”

Maxwell’s standard service agreement forms

Appendix “B”

Rules and Regulations Concerning Maxwell’s Service to Subdivisions

Appendix “C”

Drought Management Plan

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