

Section 6.09 - Billing and Service Classification

We reserve the right to change billing and water service classifications as seems appropriate, based on our observations of the property and its service characteristics.

Billing Classes

Member Resolutions 20170304-1 and 20170304-3 divided the membership into two classes, Member Residential and Commercial, with differences in rates and billing.

Member Residential Class and Billing

To be billed in this class, the property must be single family residential that is the Member's home. They live there, and the property is used solely as their home. It is very typical, but not required, that the property have a homestead property tax exemption.

Commercial Class

If the property is not billed as Member Residential, then it is billed in the Commercial class. The board divided the Commercial class into two billing subclasses.

Commercial Residential Billing

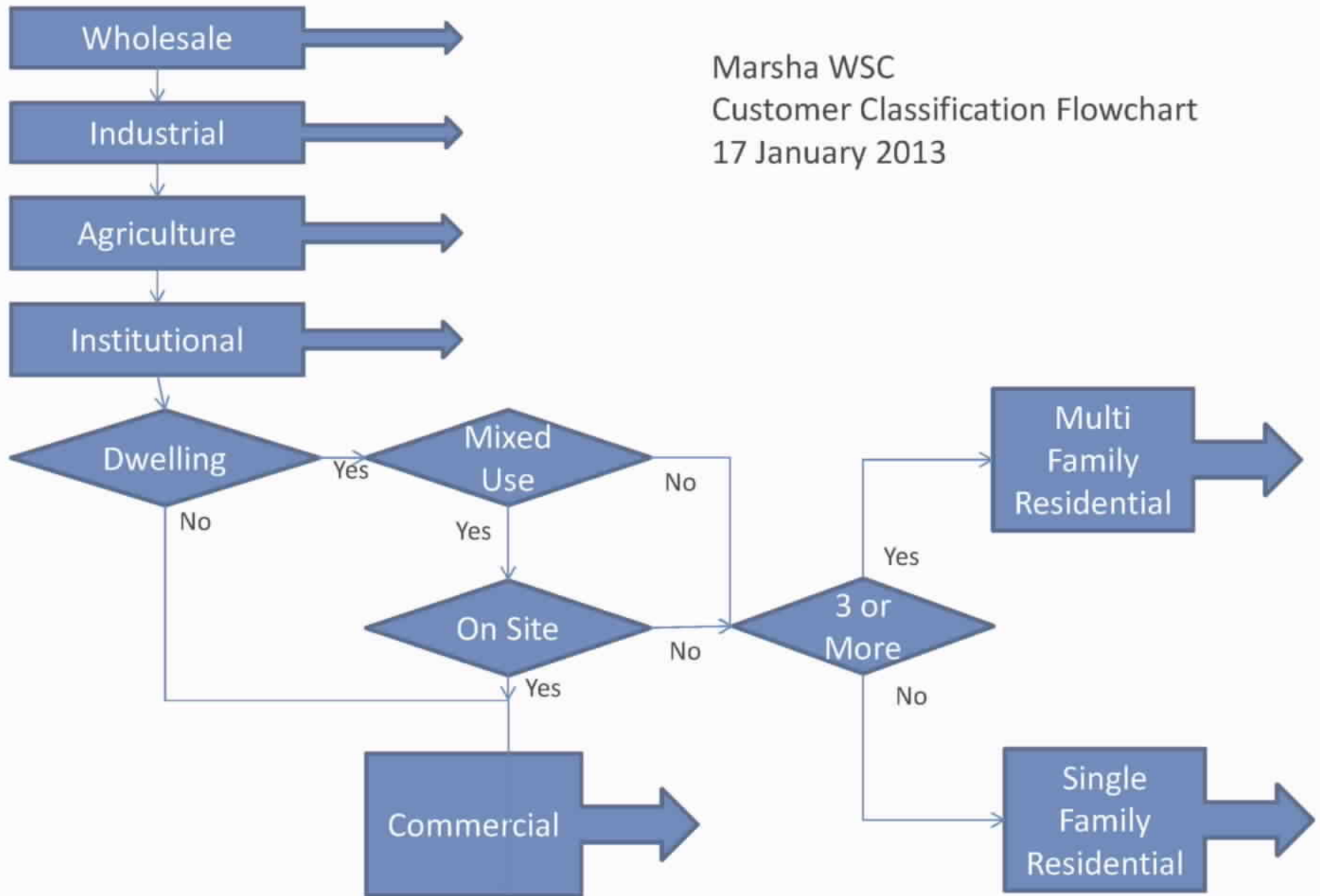
This is a home that is not Member occupied, and the property is used solely as a residence.

Commercial Billing

Property that is not Member Residential, and is not Commercial Residential Billing, is classed as Commercial.

Determining Water Usage Classification

The following flowchart shows how we determine water usage classification. This flowchart will tell us if a usage class is residential or not, and the proper billing class is derived from that usage class.



Marsha WSC
Customer Classification Flowchart
17 January 2013

Water Usage Classes

The water industry, and TWDB, describes water use in different classes. There doesn't seem to be a consistent definition of these classes, other than a general understanding.

Residential - Single Family (SFR)

A property serving solely as a home, or homes, that is not classified as Multi Family Residential

Commercial (COM)

The property is not residential, and is used as a business

Institutional (INST)

A property used by or for government or religious purposes. There may be a caretaker on site, but the site is not intended for residential purposes.

----- We do not have any of the following usage classes -----

Residential - Multi Family (MFR)

We are following the PUC master metering definition, as a property with five or more buildings that are separately metered that serve solely as residences.

Agriculture (AGR)

A commercial property that is in the business of plants, gardening, or other organic business

Industrial (IND)

The property is used as a factory, foundry, or manufacturing site that is a supplier to businesses

Wholesale (WHOL)

Water is being sold to a "downstream" customer or consumer under terms of wholesale service or contract

Irrigation (IRRI)

Open farm field irrigation, as an agricultural industry

Chapter 7 - Conservation

Section 7.01 - Context

The US EPA WaterSense program reports that national averages for water use are

30%	outdoor usage/irrigation
70%	indoor usage
24%	toilets
20%	shower/bath
19%	faucets
17%	washing machines
12%	leaks
8%	other uses

The general conservation guidance, and consequently most regulations, are written with these usage patterns in mind.

The City of Austin conservation rules are typical for municipalities: limits on outdoor watering, even/odd address watering days, and so forth. These typical rules are almost always aimed at that 30% of outdoor use.

Section 7.02 - Wholesale Water Purchase Contract Obligations

On 27 July 2018, MWSC signed a new wholesale water purchase contract with the City of Austin. That contract places certain obligations on us to comply with the drought rules that Austin has enacted.

**2018 AGREEMENT FOR WHOLESALE WATER SERVICE
BETWEEN THE CITY OF AUSTIN AND
THE MARSHA WATER SUPPLY CORPORATION**

- 3.6 Water Conservation Regulations.** Marsha WSC agrees to adopt and enforce rules within the Marsha WSC Service Area similar to Austin's emergency and peak day water management provisions set forth in Chapter 6-4, Article 2, Austin City Code, as amended. In the event of an ordinance amendment, Austin will give written notice to Marsha WSC in request that Marsha WSC amend its adoption and enforcement to include similar provisions. Marsha WSC shall also adopt and enforce regulations with similar provisions to water conservation ordinances adopted by Austin City Council and water conservation rule postings for City Technical Manuals within six months of written notice by the City.
- 3.7 Water Conservation Program.** Marsha WSC will adopt and enforce a water conservation program sufficient to meet the requirements of the Commission water conservation rules, as amended. Marsha WSC shall also adopt and enforce water conservation measures and goals that meet or exceed requirements and goals within Austin's water conservation program, as amended.
- 3.8 Timely Adoption of Conservation Plan.** All rules, regulations, and programs to be adopted by Marsha WSC relating to water conservation program measures, and emergency and peak day water management, must be adopted within one-year of the Effective Date.
- 3.9 Surcharge Provision.** If Marsha WSC fails to comply with all the terms of this Agreement with respect to adopting and enforcing water conservation measures in ways that are substantial and material, Austin may impose on Marsha WSC a monthly water surcharge equal to 25% of Marsha WSC's volumetric rate then in effect, for as long as Marsha WSC remains out of compliance. Before imposing such a surcharge, Austin will give Marsha WSC written notice of any such failure, specifying in detail the alleged non-compliance. Marsha WSC will have 30 days from the date of the notice to cure the non-compliance.

Section 7.03 - Austin Drought Rules Relevancy

This is extracted from City of Austin resolution 20160505-004, enacting Chapter 6-4 of the Austin City Code.

Drought stage 1 is described in Section 6-4-16, subsections (A) thru (G) - mild

Drought stage 2 is described in Section 6-4-17, subsections (A) thru (J) - moderate

Drought stage 3 is described in Section 6-4-18, subsections (A) thru (L) - severe

Drought stage 4 is described in Section 6-4-19, subsections (A) thru (J) - emergency

The subsections of each stage have been rearranged, and grouped together, for clarity and focus.

Relevance of each rule to MWSC is noted. NA is "not applicable", generally because there is no such facility or function.

These are the Austin drought rules that are potentially usable in the MWSC system. The letter identifies the Austin Code subsection where the rule is stated.

Austin DCP Rule	MWSC note	Austin Drought Stage			
		1	2	3	4
A person may not irrigate outdoors at a residential facility or a commercial facility except on a designated outdoor water use day for the location.		b	b	b	a NO
A person may not irrigate outdoors at a residential facility or a commercial facility with a hose-end sprinkler system between the hours of 10:00 a.m. and 7:00 p.m., even if the irrigation occurs on the designated outdoor water use day for the location.		d 10am 7pm	d 10am 7pm	d 7am 10am or 7pm 10pm	b NO
A person may not use or allow the use of water to wash, rinse, or treat any outdoor surface, including but not limited to a sidewalk, driveway, parking area, street, tennis court, patio, or other paved area or outdoor building surface, unless using a hose with a positive shutoff valve or a single, refillable vessel with water. A person commits a separate offense for each outdoor surface washed in violation of this subsection.		g	j	L	g NO

Austin DCP Rule	MWSC note	Austin Drought Stage			
		1	2	3	4
A person may not use or allow the use of water in or related to a chemical lawn treatment unless specifically authorized in accordance with Section 6-4-30(G)(2) (Variance).					i
A person may not use or allow the use of water for watering the ground around a building foundation to prevent or address foundation cracking except as specifically authorized in accordance with Section 6-4-30(G)(1) (Variance)					j

These Austin drought rules are not usable by MWSC, as we have no corresponding facility that the rule applies to.

Austin DCP Rule	MWSC note	Austin Drought Stage			
		1	2	3	4
A person may not irrigate outdoors at a residential facility or a commercial facility with an automatic irrigation system between the hours of 8:00 a.m. and 7:00 p.m., even if the irrigation occurs on the designated outdoor water use day for the location.	NA no such	c 8am 7pm	c 5am 7pm	c 6am 12mid	NO
A person may not operate a patio mister at a commercial facility except between the hours of 4:00 p.m. and midnight.	NA no such	e 4pm 12mid	i 4pm 12mid	j 4pm 8pm	h NO
Operation of a charity car wash is prohibited. It is not a defense to a violation of this section that the charity car wash occurred on the designated outdoor water use day for the location.	NA no such		e	e	
A person may not irrigate a golf fairway unless the irrigation occurs between the hours of midnight and 5:00 a.m. or between the hours of 7:00 p.m. and midnight on the designated outdoor water use day applicable to the property. A person may irrigate a golf course green or tee every other day only if the irrigation of the location is consistent with a noticed exception establishing the schedule for the property submitted on forms required by Austin Water Utility and approved by the director.	NA no such facility		g	g	
The filling of spas is prohibited.	NA no such			h	

These Austin drought rules are not usable by MWSC, as we have no corresponding facility that the rule applies to.

Austin DCP Rule	MWSC note	Austin Drought Stage			
		1	2	3	4
A person may not operate an ornamental fountain with an aerial emission of water or aerial fall of water greater than four inches other than for aeration necessary to preserve habitat for aquatic life.	NA no such		h	k	
A person may not operate a splash pad except during the hours and subject to the restrictions set forth in a rule adopted pursuant this chapter.	NA no such			i	f NO
A person may not use or allow the use of water to fill, clean, rinse, supplement, operate or maintain a tub, spa, fountain, pond, pool, or other container, feature, or improvement used, designed, maintained, or intended for aesthetic, athletic, or recreational purpose. This does not apply to the filling of non-aerating birdbaths or animal watering containers.	NA no such				e

1
2 **Section 7.04 - What We Can Do**

3
4 Measures of water use are typically in "gallons per capita per day" (gpcd). Smaller numbers for
5 gpcd are better, as it means less water is being used. The City of Austin has a gpcd of about 120
6 (at time of writing), down from well over 200 a few years ago.

7
8 Our billing (consumer) gpcd is about 50.

9
10 From the Austin perspective, our gpcd is about 60.

11
12 Why the difference? Leaks. We have an average 17% (or 1 in 6) loss rate over 13 years of
13 records.

14
15 Next to nobody waters their yard, or has any kind of outdoor use. Rules on outdoor water use
16 are basically a bureaucratic checklist exercise. Those kinds of rules will not help us with drought
17 conditions, and are little more than an administrative burden for any enforcement action.

18
19 There isn't a lot that we can do in terms of outdoor water use to conserve water. If there is
20 going to be any substantive change in consumption, it is going to have to be done indoors. And
21 we don't have any practical means to police indoor usage.

22
23 As a reminder, as a WSC we have no ordinance capability. We can do stuff only by contract
24 (service agreement). And we are too small to have any kind of plumbing rebate, and IRS rules
25 prohibit us from working to the benefit of any one member or a group of members, as
26 opposed to ALL members.

27
28 At the system level, there are a few things we can do

- 29 1. AMR meters
30 2. Pressure reducing valves installed at meters
31 3. Installing flow restrictors at meters
32

33 Note - refer to the section about Meters and Meter Replacements to understand the system
34 hazards with any meter replacements.

35
36 **Section 7.05 - Notice of Water Conservation**

37
38 We will give notice to our Members regarding the establishment of water conservation
39 practices that have been enacted by the board.
40
41
42

1 **Section 7.06 - Penalties and Enforcement**

2
3 The Texas Water Code, section 67.011(b), empowers water supply corporations to enforce
4 water conservation practices by assessing reasonable penalties in the utilities' tariffs.

5
6 The Corporation's Officers are empowered to assess the penalties provided in this tariff on
7 Members who violate published conservation practices of the Corporation. The Officers may
8 take this action based upon their own observations or those of a Corporation director,
9 employee, operator, contractor or other person designated by the Officers to monitor water
10 conservation practices and/or water rationing violations.

11
12 The penalty is a fine of \$50 per occurrence as evidenced by a photograph.

13
14 Note - WC 67.011(b) requires that penalty funds collected be deposited "in a separate account
15 dedicated to enhancing water supply for the benefit of all the corporation's customers". If the
16 separate account is a bookkeeping account, then there isn't a problem. But if it is supposed to
17 be a bank account, then the administrative overhead is very likely going to make collecting any
18 penalty a waste of time and money.

19
20 **Section 7.07 - Appeal of Water Conservation Penalties.**

21
22 Any penalty assessed by the Corporation's Officers for violation of the Corporation's published
23 water conservation practices must be appealed in writing received at the Corporation's
24 business office before the close of business on the due date of the water service bill containing
25 the penalty, or the due date stated on the written notice to the Member assessing the penalty
26 if not assessed on the monthly service bill.

27
28 Any appeal, notice of which is not received by the close of business on the due date, shall be
29 deemed to be waived for untimeliness. An untimely appeal may be considered only upon a
30 majority vote of board.

31
32 Note - That means the Member is requesting an item to be on the board agenda. There's lead
33 time and process for that, per Open Meetings Act rules. This may have a turnaround time of
34 30+ days (more likely 60 days, for monthly board meetings), which the Member may consider
35 to be totally unreasonable.

36
37 The penalties may be appealed to the PUCT in the same manner as provided for the appeal of
38 new service costs under Texas Water Code § 13.043(g). As a precondition to a PUCT appeal of
39 any penalty assessed by the Corporation's Officers, the Member assessed the penalty must first
40 exhaust their rights of appeal to the Corporation's Board of Directors.

Section 7.08 - Conservation Covenant Agreement Contract

We can establish a covenant agreement contract with any Member or Member's tenant to enact conservation practices to establish liability and penalties for non-compliance with the agreement.

Section 7.09 - Drought Contingency Plan

Italic text from TCEQ regulations 30 TAC 288.20(a)(1)(A thru J)

Drought Contingency Plans

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

- (i) reduction in available water supply up to a repeat of the drought of record;*
- (ii) water production or distribution system limitations;*
- (iii) supply source contamination; or*
- (iv) system outage due to the failure or damage of major water system components (e.g., pumps).*

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

- (i) curtailment of non-essential water uses; and*
- (ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).*

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

Situation E-1 - Reduction in water supply

Situation E-1 reduction in available water supply up to a repeat of the drought of record	
Initiation Trigger	City of Austin announcement of their DCP Stage as Austin is the MWSC sole source water provider
Authority/Actor/Agent	MWSC President, in concurrence with other Corporate officers, subject to ratification by the Board of Directors
Response	Response level as declared by President
Public Notification	postcard, email, website announcement
Termination Trigger	City of Austin announcement
Conservation level	water use reduced 10% from 5-year month-on-month average (Reminder that opportunity for reductions are very limited)

Basic conservation: don't water concrete or rock, water use with aeration (e.g sprinklers or misters or anything else that is "watering the air") only at night (pre-dawn hours preferred, typically less wind)

There are three levels of response, depending on the degree of the drought declaration:

First level: Outside water use without aeration is allowed, unless permitted otherwise

Second level: Outside water use without aeration is allowed to maintain life support for animals or to sustain vegetation. All other use is prohibited, unless permitted otherwise

Third level: Outside water use allowed for animal life support only. All other use is prohibited, unless permitted otherwise

Situation E-2 - Production or distribution limitations

Situation E-2 water production or distribution system limitations	
Initiation Trigger	there is a leak, and it can be fixed within a few hours to within one day
Authority/Actor/Agent	MWSC President
Response	fix the <expletive> leak
Termination Trigger	no more leak
Public Notification	A message will be sent to the Outage Email List with as much information as available at the time. Website announcement Consumers have no water. They will be contacting MWSC to ask why.
Comment	Distribution system limitations is unfortunately an almost routine occurrence. Water production is purchase water contract from the City of Austin. Limitations from Austin are Situation E-1.
Conservation level	100% conservation - the system is shut down

Context - The City of Austin is our sole source provider. If there are production problems, its on Austin to get it fixed, and we are 100% shutdown.

This Situation then will be concerned only with MWSC distribution problems, expressed more simply as a "line break". Given our present distribution system and the unreliability of our street isolation valves, this will lead to a full 100% system shutdown.

Situation E-3 - Supply source contamination

Situation E-3 supply source contamination	
Initiation Trigger	City of Austin announcement; or Coliform report from the monthly sample; or leak with suspected contamination
Authority/Actor/Agent	MWSC President
Response	sectional isolation to the extent possible; AND system shutdown WITHOUT flushing TCEQ notification
Termination Trigger	TCEQ response authorizes resumption of service
Alternative Source	bottled water and/or water hauling services
Service Notification	A message will be sent to the Outage Email List with as much information as available at the time. Website announcement. Email Consumers have no water. They will be contacting MWSC to ask why.
Comment	MWSC is a small system. By the time we are aware of a contamination problem, that contamination will have been spread thru most if not all of our distribution pipelines. Shutdown is the only viable option to stop any contamination. Sectional isolation without flushing is a "Hail Mary" last-best-hope method to avoid having a contamination spread thru the remainder of the distribution system that just might not have been contaminated. There is no directional flushing capability.
Conservation level	100% conservation - the system is shut down

Situation E-4 - Outage due to failure or damage

Situation E-4 system outage due to the failure or damage of major water system components	
Initiation Trigger	we have leak/failure and a bad one - something that will take more than a day to fix
Authority/Actor/Agent	MWSC President
Response	system shutdown TCEQ notification on advice and concurrence of Operator
Termination Trigger	repair the <expletive> leak if TCEQ is notified, TCEQ authorizes restoring service
Alternative Source	bottled water and/or water hauling services
Service Notification	A message will be sent to the Outage Email List with as much information as available at the time. Website announcement, email Consumers have no water. They will be contacting MWSC to ask why.
Comment	Situation E-4 is different from E-3 only by the source of the problem. Mechanical failure is E-4, otherwise it is E-3. MWSC is a small system, not all that unlike an airplane with a single engine. If the engine stops, the plane is going down.
Reminder	MWSC is a purchase water system. We do not have any treatment facilities, pumps, storage tanks, or pressure planes. We have pipe and valves. And that's it.
Conservation level	100% conservation - the system is shut down

Other Elements of the Drought Contingency Plan (30 TAC 288.20)

Public Notice and Participation (A):

The members and general public are given the opportunity to attend any regularly scheduled Board of Directors meeting.

Continuing Public Education (B):

Information about the Drought Contingency Plan, and using water efficiently, is included in billing inserts and on the corporation website.

Regional Planning (C):

The Pamela Heights subdivision is located in Planning Group Region K. As MWSC is a wholesale customer of the City of Austin, and does not draw on water sources directly, the City of Austin serves as the Region K representative.

Chapter 8 - Charges and Policies

Section 8.01 - Water Charges

Marsha WSC operates on a fixed monthly revenue target, which means that we have variable rates for water consumed in order to achieve that revenue target.

Why: Consider this, that small changes in small numbers make for big percentage swings. A \$3000 change in a month isn't that much, but when the revenue target is \$16,000 a month, that \$3000 is an 18.75% swing, which means that something isn't going to get paid, or some work isn't going to get done, because we don't have the money for it. (Expletive) that. If we are going to have a chance at fixing this system, then we need a reliable revenue stream. If that means variable water rates, then we're doing variable water rates.

Details: The board sets the revenue target every so often, typically yearly. Changes in the revenue target constitute a "change in rates" so far as public notice is concerned.

Water usage charges are calculated

- * in ten (10) gallon increments for manually read meters,
- * in 1-gallon increments for AMR meters, or
- * in the smallest indicated complete measure unit that the meter presents its readings.

Water usage 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.

All assessments and surcharges are to be paid in full by or before the billing due date. Delinquent water charges are due immediately, and if not paid by the billing due date make the Member subject to disconnection.

Section 8.02 - Construction Charge

(See the Chapter on Member Equity for background)

This is the member right of participation, as described in WC 67.016. It is charged per service connection (per meter or per tap).

The charge is \$40 per connection per month.

The charge and payment is recorded for a specific service location, and represents the Member equity for that service location. (At time of writing, this is the only charge we track by service

1 location, because we have to, as this is refundable Member equity)

2
3 A Member with several service locations cannot make payment to a specific service location
4 equity. With multiple service locations, we will apply any construction charge payment equally
5 across all of the Member service locations. Example, \$10 applied to 3 locations will be
6 distributed as \$3.33 to each of the locations, with \$0.01 yet to be applied. A Member cannot
7 say \$5 to this one, \$5 to that one, and \$0/none to the third. That's not happening.

8
9 Marsha WSC, as described elsewhere, is under funded, under capitalized, and non-compliant
10 with statute and regulations.

11
12 In order to gain funds to upgrade the water system, Members of the corporation are being
13 charged a "construction charge" per connection. These funds are the member right of
14 participation per section 67.016, Water Code, and are refundable to the member on sale or
15 transfer of the property having service (WC 67.016(a)(3), "sale to the corporation" is a refund)

16
17 Construction charge funds are to be used ONLY for upgrading the water system, and are NOT
18 to be used for routine expenses, or repairs to the existing water system (new stuff only). Funds
19 collected are held separately, and are released only on authorization by the board.

20 21 **Section 8.03 - Surcharges - Generally**

22
23 There are surcharges that we pass along, and some surcharges that we have. These include,
24 but are not limited to: construction charge, asset charge, regulatory assessment, drought
25 charges, excess consumption charges, or whatever else might come up. The board may impose
26 a surcharge by resolution for a specific purpose for a specific time. Surcharges may be limited
27 to a specific billing class or classes.

28
29 In the event any federal, state or local government imposes on the Corporation a "per meter"
30 fee or an assessment based on a percent of water charges, this fee or assessment will be billed
31 and collected as a "pass through" charge to the Member.

32 33 **Regulatory Assessment**

34
35 Texas statute, Water Code 5.701(n)(1)(B), requires that we collect a surcharge of 0.5% of water
36 revenue which is for water consumption charges only as charged by MWSC.

1 Water Code

2 section 5.701, "Fees", subsection (n)

3 (1) Each provider of potable water or sewer utility service shall collect a
4 regulatory assessment from each retail customer as follows:

5 (B) A water supply or sewer service corporation as defined in Section
6 13.002 shall collect from each retail customer a regulatory
7 assessment equal to one-half of one percent of the charge for
8 retail water or sewer service.

9
10 See also TCEQ regulation, 30 TAC 291.76 (d)(2) for the agency regulation and payment.

11
12 **Asset Management Surcharge**

13
14 We don't have this one yet, but we will. This will be a "per meter" charge.

15
16 This is the asset management funding charge, to collect funds to replace those portions of the
17 corporation assets that have worn out, are no longer useful, or have depreciated such that
18 those assets need to be replaced.

19
20 The corporation board will determine by resolution what the asset charge should be.

21
22 **Capital Improvement Surcharge**

23
24 This surcharge is intended to cover, or recover, labor and administrative costs for work done,
25 or to be done, on the water distribution system. This surcharge can be in place for at most one
26 year (12 months) for work within a one-year period.

27
28 This surcharge CANNOT be used to pay for expenses that are to be covered by water charges.

29
30 **Section 8.04 - Assessments**

31
32 [This wording is almost identical to USDA Model Bylaws,
33 Form RUS-TX 1780-20
34 Revision 12-2011
35 TX PN No. 64 (12/2011) page 15
36 ARTICLE XVIII, Section 1.

37
38 This derives from loan covenants in USDA RUS Bulletin 1780-28, rev 2/15/00, section 5(d)
39]

40
41 If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors
42 determines the total amount derived from the collection of water or wastewater 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, 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 on indebtedness for the year's operations.

Section 8.05 - Late Charges

We do not charge late fees.

We have found that late fees are ineffective at encouraging timely payment, and are an administrative overhead that is just not worth the effort (Having to track billing amounts across different months, which introduces chances of a billing error).

Section 8.06 - Inaccessible Meter

1. If a meter is inaccessible to be read, for reason other than a vehicle blocking accessibility to that meter, a charge of \$25.00 may be added to the bill for that meter.
2. If a meter is inaccessible to be read because of a vehicle blocking accessibility to that meter, then
 - a. if there has been no prior occurrence, a charge of \$25.00 may be added to the bill;
 - b. if there has been a \$25.00 charge in the prior calendar year, then a charge of \$50.00 may be added to the bill in addition to any prior charge;
 - c. if there has been a \$50.00 charge in the prior calendar year, then a charge of \$75.00 may be added to the bill in addition to any prior charge;
 - d. if there has been a \$75.00 charge in the prior calendar year, then a charge of \$100.00 may be added to the bill in addition to any prior charge;
 - e. if there has been a \$100.00 charge in the prior calendar year, then a charge of \$100.00 may be added to the bill in addition to any prior charge.
3. If a meter is found to be inaccessible, a notice will be left at the consumer location stating that there will be a charge on the bill for an inaccessible meter.
4. A notation will be made on the monthly meter readings about any notice that has been

1 left, so that billing can be determined.

2
3 5. The amount of the charge will be determined during billing.

4
5 6. A notice will be placed in the member billing that a charge has been incurred for
6 inaccessibility to the corporation water meter.

7
8 7. The corporation may, at its discretion, either remove or relocate the meter once a
9 charge of \$100.00 has been billed.

10
11 8. Should the meter need to be removed, coordination with the Travis County Sheriff
12 office will be done as deemed appropriate to remove "objects within the county
13 right-of-way" under Travis County Code 482.210(c)(5).

14
15 9. The corporation is under no obligation to reinstall a removed meter at a location that
16 has been inaccessible.

17
18 10. The corporation may install bollards or take other measures to protect accessibility to a
19 meter, so long as such bollards or measures are in compliance with Travis County Code
20 482.210(d)(3) [mailbox posts max 4x4, or IPS pipe max 2-inch, bury depth not exceeding
21 24-inches, not set in concrete]. The corporation may bill the member for the cost of
22 such protective measures at the meter.

23
24 Removal or relocation of a meter because of inaccessibility will be billed to the offending
25 Member as a widely separated meter relocation as described in Section 5.05. The corporation
26 is under no obligation to have the yard pipe service line reconnected to a reinstalled or
27 relocated meter.

28 29 **Section 8.07 - Charges Not Refundable**

30
31 Unless specifically defined in this Tariff, all fees, rates, and charges shall be non-refundable.

32 33 **Section 8.08 - Charges for Other Services.**

34
35 All services outside the normal scope of utility operations that the Corporation may be
36 compelled to provide at the request of a Member shall be charged to the Member based on
37 the cost of providing such service.

38 39 **Section 8.09 - Returned Check Fee**

40
41 In the event a check, draft, or any other similar instrument is given on behalf of a Member to
42 the Corporation for payment of services provided for in this Tariff, and the instrument is

1 returned by the financial institution as insufficient or non-negotiable for any reason, the
2 account for which the instrument was issued shall be assessed a return check charge of \$35.00,
3 or the bank charge, whichever is higher.
4

5 6 **Section 8.10 - Service Trip**

7
8 We will charge a trip fee of \$50.00 for any service call or trip to the Member's connection as a
9 result of a request by the Member or resident (unless the service call is in response to damage
10 of the Corporation's or another Member's facilities).
11

12 **Section 8.11 - Information Disclosure Fee**

13
14 All public information except that which has been individually requested as confidential shall
15 be available to the public for a fee to be determined by the Corporation based on the level of
16 service and costs to provide such information.
17

18 To the extent possible, information will be provided in electronic form. The cost for any media
19 being used for storage that will be given to the requestor can be charged to the requestor.
20 Requestor pays for the USB thumb drive or whatever physical media that is used.
21

22 If the request is for material that is available in electronic form, that material will be provided
23 only in electronic form. The requestor will be shouldering the responsibility and cost for
24 printed reproduction.
25

26 If the request is for material that is only available in printed or hardcopy form, we will have the
27 material transferred to electronic form, and then presented to the requestor in electronic
28 form.
29

30 **Section 8.12 - Payment Methods**

31
32 The Corporation accepts the following methods of payment:
33

- 34 1. Money Order
- 35 2. Check
- 36

37 If payment is to restore service after a service termination because of non-payment, then we
38 will not accept a personal check, but will require a cashier's check, or a money order.
39

40 Payments must be made out as payable to "Marsha WSC" or to one of the MWSC doing-
41 business-as names. We will decline to accept two-party checks or money orders.
42

1 The Corporation does not accept payment in cash.

2
3 At some time in the future, we are going to have electronic payment. This will be a contract
4 service, as we don't have the capability or capacity to do our own electronic payment
5 processing. Contract services have fees that go with them. We would have these fees as part of
6 our routine expense, and figured into our revenue requirements. We would not charge fees for
7 making electronic payments.

8 9 **Section 8.13 - Payments Not in Good Order**

10
11 Payments received that are not in good order (will be refused by the bank upon any attempt to
12 deposit the payment) will not be considered as a received payment.

13
14 All insufficient fund checks, accounts closed or money orders that have had a "stop payment
15 order" issued for payment of a water bill will be deemed delinquent as if no payment was
16 received and the meter is subject to Disconnection With Notice provisions.

17
18 Redemption of the returned instrument shall be made by money order, or certified check on or
19 before the date specified in the notice. Failure to meet these terms shall initiate disconnection
20 of service.

21 22 **Section 8.14 - Overpayments As Credit on Account**

23
24 Overpayments will be recorded as a credit on the account, and applied to future charges as a
25 regular payment. An overpayment will not be refunded to the Member unless requested in
26 writing by the Member.

27 28 **Section 8.15 - Posting of Payments**

29
30 All payments shall be posted against previous balances prior to posting against current billings.
31 Further, payments are posted to regulatory assessments, surcharges, water usage charges, and
32 all other charges, in that order, proceeding from the oldest charge to the most recent.

33
34 Payments are posted to accounts as of the 20th of the month.

35 36 **Section 8.16 - Indigent Care Policy**

37
38 (This derives from loan covenants in USDA RUS Bulletin 1780-28, rev 2/15/00, section 5(c))

39
40 The Corporation is a retail public water utility and not a credit or lending institution. All water
41 service shall be provided on a non-preferential, non-discriminatory basis to all qualified
42 applicants upon timely payment of all applicable fees and charges. No special exceptions or

classes of Members shall be recognized.

Section 8.17 - Billing Dates, Due Dates, Delinquent Bills

The Corporation billing date is the 28th of each month, and will mail bills on the 28th or the first practical working day afterwards. All bills shall be due and payable upon receipt and are past due beyond the 20th of the following month. A bill is delinquent if not paid on or before the due date. Payments made by mail will be considered late if received in the office after the due date.

If the past due date for the regular or final billing is on a weekend or holiday, the past due date noted on the bill is still in effect. For all disputed payment deadlines, the mailing date recorded by the Corporation shall be the official mailing date and the payment receipt date recorded by the Corporation shall be the official payment receipt date.

Utilities Code 182.002 gives a residential Member, of age 60 or older, who requests a later due date have the option to have their bill due date changed to be the 25th day after the billing date. For us, that means a billing of Member Residential as their sole service location, can have their due dates set as follows:

billing date	due date	billing date	due date
28 Jan	22 Feb	28 Jul	22 Aug
28 Feb	25 Mar	28 Aug	22 Sep
28 Mar	22 Apr	28 Sep	23 Oct
28 Apr	23 May	28 Oct	22 Nov
28 May	22 Jun	28 Nov	23 Dec
28 Jun	23 Jul	28 Dec	22 Jan

Section 8.18 - Member Deposits

The Corporation reserves the right to require a deposit under the terms of this tariff. And we don't pay interest on the deposit.

Section 8.19 - Billing Cycle Changes

[there has got to be a story and a lawyer behind this boilerplate]

The Corporation reserves the right to change its billing cycles as it may deem appropriate.

Section 8.20 - Back-Billing

The Corporation may back-bill a Member for up to four (4) years (48 months) for meter error,

incorrect meter readings, or error in computing a Member's bill. 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.

Section 8.21 - Disputed Bills

In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall investigate, and report the results in writing to the Member. All disputes under this section must be submitted to the Corporation, in writing, prior to the due date posted on said bill except in cases involving the transfer of a Membership conditioned on payment of delinquent obligations by the Transferee.

Section 8.22 - Meter Readings

Each Member's meter will be read once a month by the Corporation's agents or contractors. These meters will be read as nearly as possible on the corresponding day of each meter reading period, but may be read at other than monthly intervals if the circumstances warrant.

Marsha WSC water meters shall be read on the following dates, subject to weather. Should a date be on a Saturday, Sunday, or federal holiday, the meter reader may choose to read meters on the nearest business day before or after the date.

21 Jan	21 Jul
20 Feb	21 Aug
22 Mar	21 Sep
22 Apr	21 Oct
22 May	20 Nov
21 Jun	20 Dec

This reading schedule follows a 30 or 31 day interval between readings, and precedes the Marsha WSC billing cycle which begins on the 24th of each month. Meter readings must be provided to Marsha WSC before the 24th of each month.

Section 8.23 - Estimated Meter Readings

For the month when a Member meter is unreadable, the Member shall be billed for an amount of water consumed that corresponds to the average consumption for that Member meter. The billing shall have a notice that the water consumption is estimated. Average consumption is the rolling average of consumption over the preceding 12 months.

The intent of this policy is to provide as near a normal billing for water consumed as is possible,

1 and avoid having the Member pay for the total of all consumption in a single large billing at a
2 later time. [It also reduces the skew in our water consumption numbers, and in rate
3 calculations]

4 5 6 **Section 8.24 - Inoperative Meters**

7
8 Water meters found inoperative will be repaired or replaced within a reasonable time. If a
9 meter is found not to register for any period, unless bypassed or tampered with, the
10 Corporation may make an estimated reading.

11 12 **Section 8.25 - Bill Adjustment Due To Meter Error**

13
14 The Corporation may test off-site any Member's meter upon written request of the Member.
15 See the Meter Replacement and Test portion of this tariff for details about meter testing.

16
17 The accuracy standards of the American Water Works Association shall apply. A test fee as
18 prescribed in this tariff for off-site testing shall be imposed. In the event the test results
19 indicate that the meter is faulty or inaccurate, the test fee shall be waived, and a billing
20 adjustment may be made as far back as six (6) months. The billing adjustment shall be made to
21 the degree of the meter's inaccuracy as determined by the test.

22 23 **Section 8.26 - Bill Adjustment Due to Meter Reading Error**

24
25 When a meter reading error occurs, the estimated billing will be determined as follows.

26
27 For the last known good meter reading, determine the number of gallons consumed since that
28 reading and the current meter reading. Divide that number of gallons by the number of days
29 between the last known good reading and the current reading to determine the average
30 consumption per day. Recompute the water charge for any intervening billing cycles using that
31 average daily consumption, using the water rates determined for each respective billing cycle.
32 Accumulate any differences in charges, and apply credit or charge to the corrected billing.

33
34 We are not recomputing the water rates for each billing cycle. The administrative burden is just
35 too high.

36 37 **Section 8.27 - Payments at Business Office**

38
39 All payments for utility service shall be delivered or mailed to the Corporation's business office
40 or payment drop box. If the business office fails to receive payment prior to the time of noticed
41 disconnection for non-payment of a delinquent account, service will be terminated as
42 scheduled. Corporation service crews shall not be allowed to collect payments on Member

1 accounts in the field.

2
3 **Section 8.28 - Deferred Payment Arrangement**

4
5 We may offer a deferred payment plan to a Member because of weather, leak, or other
6 extraordinary external circumstances. We cannot accept a payment plan from a tenant unless
7 that tenant is an authorized agent of the Member.

8
9 The Corporation may offer a deferred payment plan to a Member residing in our service area
10 who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable
11 installments as determined by the Corporation.

12
13 The Corporation may not offer a deferred payment plan for an outstanding balance to a
14 Member with multiple service locations or to a Member not residing in our service area, except
15 by resolution of the board. (That is getting borderline to extending credit to a commercial
16 entity, and that is not someplace we want to be. We don't have an ability to assess commercial
17 credit risk. That is something best left to a professional lender.)

18
19 Failure to make required and timely payments as provided in any deferred payment agreement
20 will void that agreement and service will be discontinued. Non-payment of any amount under
21 an additional deferred payment agreement will cause service to be discontinued immediately
22 and service will not be restored until the account is paid in full and all other charges resulting
23 from the disconnection of service are fully paid.

24
25 **Section 8.29 - Late Payment Notice, and Termination Notice**

26
27 A Member will be issued a late payment notice in the next billing cycle if full payment has not
28 been received by the billing due date.

29
30 A Member will be issued a service termination notice if full payment is not received by the
31 billing due date, and the Member was issued a late payment notice in the preceding billing
32 cycle.

33
34 A full payment is considered to be not less than 95% of the amount due for amounts due of
35 \$100.00 or more, and not more than \$5.00 from the amount due for amounts due of less than
36 \$100.00.

37
38 A Member will have service terminated typically within a week following the due date for the
39 billing in which the Member was issued a service termination notice, unless the Member has
40 established a payment plan, or has made payment in full by the due date. (Due date is the
41 20th, so termination is by or before the 27th.)
42

Chapter 9 - Damage and Liability

Section 9.01 - Equipment Damage

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 other actions necessary to correct service diversions, unauthorized taps, or reconnection of service 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.

Note that there may be civil and criminal penalties that may be applicable as well.

Refer to WC 49.228 (text in Section 9.03), Texas Penal Code 28.03, and 40 USC 300i-1

Section 9.02 - Meter Tampering and Diversion.

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

- a. removing a locking or shut-off device used by the Corporation to discontinue service or re-establishing service after disconnection by any means,
- b. physically disorienting the meter,
- c. attaching objects to the meter to divert service or to bypass,

1 d. inserting objects into the meter,

2
3 e. and other electrical and mechanical means of tampering with, by-passing, or diverting
4 service,

5
6 The burden of proof of meter-tampering, bypassing, or diversion is on the Corporation.
7 Photographic evidence or any other reliable and credible evidence may be used, however any
8 evidence must be accompanied by a sworn affidavit by the Corporation's staff regarding
9 meter-tampering. (See chapters 18 and 132, Civil Practice and Remedies Code, regarding
10 affidavits and evidence)

11
12 A court finding of meter tampering may be used instead of photographic or other evidence, if
13 applicable.

14
15 Unauthorized users of services of the Corporation may be prosecuted to the extent allowed by
16 law under the Texas Penal Code 28.03.

17
18 **Section 9.03 - Damage Liability**

19
20 Member shall be liable for any damage or injury to utility-owned property or personnel shown
21 to be caused by the Member, his invitees, his agents, his employees, or others directly under
22 his control.

23
24 **Water Code**

25 **Sec. 49.228. DAMAGE TO PROPERTY.** A person who wilfully destroys, defaces,
26 damages, or interferes with district or water supply corporation property is
27 guilty of a Class B misdemeanor.

28
29
30 Note use of the word "wilfully" - it establishes intent, and not an accident. There must be
31 some way to establish intent, like ignoring obvious signage. Lawyers make their money on
32 details like this.

33
34 **Section 9.04 - Damage Covenant Agreement Contract**

35
36 We can establish a covenant agreement contract with any Member or non-Member to protect
37 the water system infrastructure and to establish liability and penalties for non-compliance with
38 the agreement.

Chapter 10 - Member Yard Service Piping

Section 10.01 - Installation Authorized

No person, other than the properly authorized agent of the Corporation, shall be permitted to tap or make any connection with the mains or distribution pipes of the Corporation's water system, or make any repairs or additions to or alterations in any tap, pipe, or other fixture connected with the water service pipe.

Unauthorized work is subject to Equipment Damage Fees as described in this tariff.

Section 10.02 - Meter Location and Member Responsibility

The Corporation will set meters at a point as near as possible adjacent to the Member's property line consistent with ease of access to and with safety and maintenance of the meter. The Member is responsible for constructing his service line from the point of water consumption to the demarcation point. The Member shall own and maintain his own Member service line. Any leak or defect in the Member's service line must be repaired immediately in order to avoid possible contamination or hazard to the public water supply. Failure to accomplish timely repair will result in the termination of service until remedied.

Section 10.03 - Declaration of Corporation Property

[there has got to be a story and a lawyer behind this boilerplate]

All meters, water lines, and other equipment furnished by the Corporation (excepting the Member's individual service lines from the demarcation point to Member's point of consumption) are and shall remain the sole property of the Corporation, and nothing contained herein or in a contract/application for service shall be construed to reflect a sale or transfer of any such meters, lines, or equipment to any Member. All tap and extension charges shall be for the privilege of connecting to the water lines and for installation, not purchase, of the meters and lines.

Section 10.04 - Access to Meter

The Member shall provide access to the meter as per service agreement. If access to the meter is hindered or denied and so 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 after proper notification to the Member, then service may be discontinued with no further notice. The Member will be billed actual costs for any work that may be needed to gain access to the meter.

1 **Section 10.05 - Access to Premises**

2
3 The Corporation will have the right of access to the Member's premises at all times reasonable
4 for the purpose of

- 5 * installing, testing, inspecting or repairing water mains or other equipment used in
6 connection with its provision of water service, or
7 * for the purpose of removing its property and disconnecting lines, or
8 * for all other purposes necessary to the operation of the utility system including
9 inspecting the Member's plumbing for code, plumbing or tariff violations.

10
11 The Member shall allow the Corporation and its personnel access to the Member's property to
12 conduct any water quality tests or inspections required by law.

13
14 Unless necessary to respond to equipment failure, leak or other condition creating an
15 immediate threat to public health and safety or the continued provision of adequate utility
16 service to others, such entry upon the Member's property shall be during normal business
17 hours.

18
19 The Member may require any Corporation representative, employee, contractor, or agent
20 seeking to make such entry to identify themselves, their affiliation with the Corporation, and
21 the purpose of their entry.

22
23 These restrictions do not apply to access to the Corporation's easements. Corporate personnel
24 and designated agents shall have un-restricted access to Corporate easements at all times.

25
26 **Section 10.06 - Right to Inspect Plumbing**

27
28 The Corporation has the right to inspect the private plumbing of any Member to insure that it
29 is maintained in a safe condition and operated in compliance with state health and safety
30 regulations. Concurrent with this right is the obligation to inspect Corporation-owned facilities,
31 including reading meters at any time to insure compliance with tariffs and drought
32 management plans.

33
34 **Section 10.07 - Usage Demarcation**

35
36 For purposes of billing, the Member will be charged for all water delivered to the output side
37 of the meter, without regard to the repair demarcation.

38
39 Background: If there is damage between the output of the meter, and the repair demarcation,
40 we have no way of being able to tell who is responsible for what amount of water used. The
41 only reason for the distinction in demarcation points is who is able to make the repairs without
42 causing further damage to the system or without creating a potential hazard to the water

1 system. The presumption is that the corporate side of the repair demarcation is damage
2 resistant and is comparatively easy to repair with waterworks grade parts (meaning we can
3 turn water off reliably and make the fix).

4 5 **Section 10.08 - Repair Demarcation**

6
7 Note context - We have 4 different types of meter installations, each with a different kind of
8 demarcation point.

9
10 We have a variety of meter installations. The general principle of a repair demarcation point is
11 the location of disassembly and reassembly for making a repair on the discharge side of the
12 meter. This may be

- 13 * the meter spud nut on the discharge side of the meter (see Meter Testing for
- 14 conditions and warnings)
- 15 * the first pack joint installed downstream from the meter (AWWA style installations)
- 16 * in a meter yoke installation, the union that is in the service box with the service valve,
- 17 or in the absence of a union, then the output of the service valve
- 18 * a union

19
20 The Corporation's ownership and maintenance responsibility of water supply and metering
21 equipment shall end at the repair demarcation point.

22
23 All water usage registering upon and/or damages occurring to the metering equipment owned
24 and maintained by the Corporation shall be subject to charges as determined by the
25 Corporation's Tariff.

26 27 **Section 10.09 - Water Service Location**

28
29 Potable water supply piping, water discharge outlets, backflow prevention devices, or similar
30 equipment shall not be located so as to make possible the submergence of such equipment in
31 any contaminated or polluted substance.

32 33 **Section 10.10 - Service Valve**

34
35 The Member's use of the Corporation's curb stop, meter valve, or other similar valve on the
36 intake side of the meter is prohibited. Any damage to the Corporation's equipment shall be
37 subject to service charges.

38 39 **MWSC Installed Valve**

40
41 In a meter yoke installation, we will provide a service valve on the Member's side of the meter
42 for purposes of isolating the Member's service pipeline and plumbing facilities from the

1 Corporation's water pressure.

2
3 For repairs to existing meter installations, we may, at our discretion, provide a service valve or
4 a union or both.

5 6 **Member Installed Valve**

7
8 If the Member installs or replaces the service valve, we will STRONGLY recommend that the
9 valve being installed be dezincification resistant.

10
11 For gate valves, there are very, very few products that meet the dezincification requirement.
12 We have found only two products:

13
14 Nibco T-113LF

15 Mueller Waterworks H-10914N (in the waterworks catalog, listed as a curb stop)

16
17 In checking for dezincification resistance, the essential component is the valve stem. The body
18 of the valve is of less concern. The valve failure mechanism is the valve stem itself.

19
20 For ball valves, there is a slightly wider selection. There isn't a direct failure mode, but there is
21 an indirect mode of just having the flow get clogged up by zinc residue. There are
22 dezincification resistant ball valves. One such product is

23
24 Milwaukee Valve UPBA-400

25 26 **Submittals and Dezincification**

27
28 A general rule for determining if a valve is dezincification resistant is to find out if there is a
29 "submittal sheet" for the valve. If there is not, then the valve is a retail bottom tier bulk sale
30 valve, made as cheaply as possible. That means it's got a lot of zinc. Like 30% or more zinc.
31 Absence of a submittal sheet is a fail.

32
33 If the valve does have a "submittal sheet", the sheet should have the specifications for how the
34 valve is made. Absence of any alloy composition information on the submittal sheet is a fail.
35 You want to look for a "UNS number". This is a "unified numbering system" for brass and
36 bronze alloys. You can look up the UNS number at the copper.org web site

37
38 <https://alloys.copper.org/>

39
40 which will tell you more than you ever wanted to know about that particular kind of brass or
41 bronze. What we are interested in is the chemical composition of a particular alloy.

The chemical composition is reported in percentages. Everything together totals up to 100%. "Rem" is remainder, and is (Rem = 100 - sum of everything else). The detail we are after, is how much zinc (Zn is the symbol) there is in the alloy. To be dezincification resistant, the Zn entry should be 15 or less.

Example, UNS C23000, called "red brass", has a Zn content of Rem, which turns out to be 15. We can use this okay.

Contrast that to UNS C27000, called "yellow brass", has Zn content of Rem, which turns out to be 35. This is a hard fail. This is also typical of the brass that you get at the hardware stores, sometimes marked "not for underground use". The zinc content is why. Put this in the ground, and dezincification will turn pipe into a paper thin tube over time.

Section 10.11 - Yard Water Service Piping

Yard water service pipe and fittings shall be of materials compatible with the International Plumbing Code, current edition, and limited to

- * PVC, with proper allowances for thermal expansion,
- * polyethylene as certified to AWWA C901,
- * PEX as certified to AWWA C904,
- * copper pipe or tubing of types K or L, or
- * other approved materials.

Galvanized piping and fittings are prohibited, as these are subject to dezincification.

Member service pipeline installation is the responsibility of the Member-applicant. The pipeline will be rated to a minimum of 160 psi at 73F, and covered by no less than 12 inches of earth. (2015 IPC 305.4 and 2015 IPC 605.3, 2024 UPC 609.1)

Installation Note - PVC

We strongly advise AGAINST using a PVC male threaded adapter, as these invariably will break at the base of the threads, and leave the PVC threads inside the fitting that the PVC was threaded into. Consider this to be the karmic equivalent of the expression "you're screwed". You will need a nipple extractor corresponding to the pipe size to be able to remove the broken off PVC threads from the fitting.

Instead of using a male threaded adapter, we recommend the use of a PVC Schedule 80 threaded nipple, some 4 to 6 inches long, and using a regular coupling to connect the PVC yard pipe.

1 **Installation Note - PEX, polyethylene, and copper**

2
3 Sharkbite (brand) fittings can be used, but the manufacturer installation guide for underground
4 use must be followed, wrapping the Sharkbite fitting with self-fusing silicone tape. The intent
5 of the wrap is to reduce dezincification and corrosion of the fitting.

6
7 Note that other push-fit fittings may or may not be suitable for underground use. Read the
8 packaging very, very carefully.

9
10 **Section 10.12 - Tracer Wire required on new installations**

11
12 Put in tracer wire, or detectable tape, or some other way of being able to locate the yard pipe

13
14 2021 IPC 609.2.1 Tracer wire for nonmetallic piping. (This is first instance in IPC)
15 An insulated tracer wire listed for the purpose or other approved conductor
16 shall be installed adjacent to underground nonmetallic piping serving as a water
17 service for a hospital. Access shall be provided to the tracer wire or the tracer
18 wire shall terminate above ground at each end of the nonmetallic piping. The
19 tracer wire size shall be not less than 18 AWG and the wire insulation type shall
20 be suitable for direct burial.

21
22 2024 UPC 604.10.1 Tracer Wire. (First instance in 2015 UPC 604.10.1)
23 Plastic materials for building supply piping outside underground shall have an
24 electrically continuous corrosion-resistant blue insulated copper tracer wire, or
25 other approved conductor installed adjacent to the piping. Access shall be
26 provided to the tracer wire, or the tracer wire shall terminate above-ground at
27 each end of the nonmetallic piping. The tracer wire size shall be not less than 14
28 AWG, and the insulation type shall be suitable for direct burial.

29
30 **Section 10.13 - Plumbing Code Compliance**

31
32 As the Corporation's certified service area is within the City of Austin ETJ, the Member shall
33 comply

- 34 * with the City of Austin Plumbing Code (Austin City Code, chapter 25-12), current
35 edition, or
36 * with the International Plumbing Code, current edition, or
37 * with the International Residence Code, current edition.

38
39 When there is a contradiction between codes, the stricter code will control.

40
41 Service may be discontinued without further notice when installations of new facilities or
42 repair of existing facilities are reported by a certified inspector to be in violation of this

1 regulation until such time as the violation is corrected.

2
3 **Section 10.14 - Compliance with Regulations**

4
5 (This derives from Texas Health and Safety Code (H&SC) 341.033, combined with regulations
6 and plumbing code requirements)

7
8 The Member shall be responsible for compliance with all utility, local, and state codes,
9 requirements, and regulations concerning on-site service and plumbing facilities.

- 10
11 1) All connections shall be designed to ensure against back flow or siphonage into the
12 Corporation's water supply.
13
14 2) The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux
15 that contain more than 0.2% lead is prohibited for any plumbing installation or repair of
16 any residential or non residential facility providing water for human consumption and
17 connected to the Corporation's facilities. (TCEQ reg 30 TAC 290.44(b), 2015 IPC 605.2.1,
18 2024 UPC 604.2)

19
20 Service shall be discontinued without further notice when installations of new facilities or
21 repair of existing facilities are found to be in violation of this regulation until such time as the
22 violation is corrected (specific H&SC 341.033(g))
23

Chapter 11 - Cross Connection and Backflow

Section 11.01 - Septic Clearance

All septic lateral lines shall be kept to a distance of at least ten (10) feet from the Corporation water lines. (TCEQ reg 30 TAC 290.44(e)(8))

Section 11.02 - Cross Connections Prohibition

No other water service will be used by the Member on the same service installation in conjunction with the utility's service, either by means of a crossover valve or any other connection. Member shall not connect, or allow any other person or party to connect, onto any water lines on his premises.

Section 11.03 - Prohibition of Multiple Connections to A Single Tap

Said more simply, service does not cross property lot lines.

No more than one (1) residential, commercial, or industrial service connection is allowed per meter. Any unauthorized submetering or diversion of service is subject to disconnection of service.

Also, cross reference to prohibition on resale of water, and (30 TAC 290.44(d)(4) - requires a meter at each residence)

Prohibition as stated by Uniform Plumbing Code

2024 UPC 204.0 Definitions

Building Supply. The pipe is carrying potable water from the water meter or another source of water supply to a building or other point of use or distribution on the lot.

2024 UPC 609.6 Location.

Except as provided by Section 609.7, no building supply shall be located in a lot other than the lot that is the site of the building or structure served by such building supply.

2024 UPC 609.7 Abutting Lot.

Nothing contained in this code shall be construed to prohibit the use of an abutting lot to:

- (1) Provide access to connect a building supply to an available public water

1 service where proper cause and legal easement not in violation of other
2 requirements have been first established to the satisfaction of the
3 Authority Having Jurisdiction.

- 4 (2) Provide additional space for a building supply where the proper cause,
5 transfer of ownership, or change of boundary not in violation of other
6 requirements have been first established to the satisfaction of the
7 Authority Having Jurisdiction. The instrument recording such action shall
8 constitute an agreement with the Authority Having Jurisdiction, which
9 shall clearly state and show that the areas so joined or used shall be
10 maintained as a unit during the time they are so used. Such an
11 agreement shall be recorded in the office of the County Recorder as a
12 part of the conditions of ownership of said properties, and shall be
13 binding on heirs, successors, and assigns to such properties. A copy of
14 the instrument recording such proceedings shall be filed with the
15 Authority Having Jurisdiction.

16 17 **Section 11.04 - Returned Water Prohibition and Backflow Prevention**

18
19 (Source is Texas Health and Safety Code, chapter 341)

20
21 No connection shall be allowed which allows water to be returned to the public drinking water
22 supply.

23
24 The Corporation may install a residential dual check valve as part of the meter. Ownership and
25 maintenance of such a check valve would remain with the Corporation.

26
27 No Member service connection backflow prevention device shall be permitted to be installed
28 in the Member's plumbing without notice to and approval by the Corporation. [we don't have
29 to authorize things like hose bibb vacuum breakers]

30
31 All Members with irrigation systems must install backflow prevention devices that have been
32 approved and installed as directed by the Austin Plumbing Code and TCEQ regulations 30 TAC
33 344

34
35 TCEQ rules [30 TAC 290.44(h)] require that the backflow prevention device be tested upon
36 installation by a licensed backflow prevention device tester. Any backflow prevention devices
37 so installed shall be inspected annually by a licensed backflow prevention device inspector and
38 a written report of such inspection delivered to the Corporation. A copy of the test report must
39 be provided to the Corporation.

1 **Section 11.05 - Presumed Backflow Event**

2
3 If the meter for the service connection reading indicates a negative usage, that negative usage
4 will be taken as a backflow event if the reading is confirmed to be correct and not a mis-read
5 meter. [30 TAC 290.44(h)(1)(A)]
6

7 We can conduct a Customer Service Inspection to determine if a hazardous condition exists,
8 and to determine the cause of the negative meter reading.
9

10 Absent an inspection, we must presume that a hazardous condition exists, and the service
11 location is subject to disconnection without notice.
12

13 **Section 11.06 - Backflow Preventer Inspection Report**

14
15 Per TCEQ regulations 30 TAC 290.44(h)(4), inspections of installed service connection backflow
16 prevention equipment are required annually, with the inspection report being provided to us
17 for our records.
18

19 Absent a timely filed inspection report, the service location is subject to disconnection with
20 notice.
21

22 **Section 11.07 - In-ground Irrigation Systems Health Hazard**

23
24 TCEQ regulations 30 TAC 344.51(d)(2) specify that in-ground irrigation systems in the presence
25 of septic systems (OSSF) are inherently a health hazard, and must be separated from the
26 potable water supply by an RPZ (reduced pressure zone) backflow preventer. (Example in
27 Submittals is a Watts LF009)
28

29 Everything in our service area is septic, so then for every in-ground irrigation system, it has got
30 to have an RPZ.
31

32 **Section 11.08 - Backflow Preventer General Requirements**

33
34 Extracted from Resolution 20180515-02, with clarifications and examples
35

- 36 1. As TCEQ regulations 30 TAC 290.44(h) and 30 TAC 290.47(f) set general requirements
37 for backflow preventers, the technical details are not specified in the regulations.
38
39 2. Hose bibbs [listed in 30 TAC 290.47(f)] on property that is solely single family residential
40 that are not potentially a health hazard shall have a atmospheric vacuum breaker that
41 meets ASSE 1011 (example in Submittals, Apollo Valves model HBV2). This is the
42 minimum requirement for hose bibbs under TCEQ regulation 30 TAC 290.47(f) and

1 plumbing code [2015 IPC 608.15.4.2]. Atmospheric vacuum breakers are subject to
2 installation limitations as follows.

- 3
- 4 a. The hose bibb must be located at least 6-inches above the highest point of any
5 downstream usage. [2015 IPC 608.15.4 and 2015 IRC P2902.3.2] This implies
6 that outdoors this is no less than waist high, or about 30 to 36 inches.
- 7
- 8 b. The hose bibb must not be subject to back pressure from any source. That's why
9 6-inches above point of use, as a column of water produces pressure at the rate
10 of approximately 0.5 psi/ft. So 6-inches will give 0.25 psi pressure.
- 11
- 12 c. There must be no valves located downstream from the hose bibb. Fast action
13 valves produce a back pressure water hammer shock wave and subsequent
14 pressure spike. This may be a water conservation problem with a hose trigger
15 nozzle. The repeated cycling will cause the vacuum breaker to fail.
- 16

17 Reality of this is that outdoor/patio hose bibbs must be 30 to 36 inches above grade,
18 and never, ever going to be used with a hose trigger nozzle (that's a water conservation
19 problem that wasn't considered when the industry backflow prevention rules were
20 written). That's just not going to happen, so outdoor/patio hose bibbs are going to have
21 to be compliant with the next paragraph.

22

- 23 3. Hose bibbs on property that is solely single family residential but not meeting the
24 criteria of paragraph 2 above shall have a hose connection backflow preventer that
25 meets ASSE 1052 (example in Submittals, Apollo Valves model HBDUC, lead free).
- 26
- 27 4. Commercial property or property not solely single family residential that is not a
28 potential health hazard (for example, an office or other facility without chemicals or
29 paints) shall have a dual check valve assembly installed at the service connection. The
30 assembly shall meet ASSE 1015 (example in Submittals, Watts model LF007). All exterior
31 hose bibbs on such property shall have a hose connection backflow preventer that
32 meets ASSE 1052 as described in paragraph 3 above.
- 33
- 34 5. All other property is presumed to have a potential health hazard, and shall have a
35 reverse pressure assembly installed at the service connection. The assembly shall meet
36 ASSE 1013 (example in Submittals, Watts model LF009). Any hose bibbs on such
37 property shall have a hose connection backflow preventer that meets ASSE 1052 as
38 described in paragraph 3 above.
- 39
- 40 6. As noted in the section preceding this, all in-ground irrigation systems are presumed to
41 be a health hazard, and so are required to have a reverse pressure assembly, meeting
42 the requirements for paragraph 5 above.

1
2 **Section 11.09 - Compliance Covenant Agreement Contract**

3
4 We can enter into a covenant agreement contract with any Member or non-Member to
5 establish conditions that diminish the possibility of future hazards, correct any existent
6 hazards, and to establish penalties for non-compliance.
7

Chapter 12 - Protesting Rates and Charges

Section 12.01 - Regarding Revenue and Rates

Marsha WSC is a member owned, member controlled, member benefit, cooperative corporation. Members have the right established in the corporation Bylaws to call for a membership meeting, and by resolution to change any part of this tariff, any rate established by this tariff, any revenue target established by the board, and to replace any or all of the board.

Nobody likes having their rates go up. As a Texas Water Code chapter 67 water supply corporation, final authority on water rates does not reside with the Board of Directors. That final authority resides with the member-property owners.

The board puts in place new rates, or some other matter, and some element of the Members finds the action to be inappropriate ("we don't like it", for whatever reason). The Members have several options available to them:

1. Accept the board action.
2. "Lobby the Board" for something different. This means talking with the Board as a whole, or the Directors individually to come up with some other way of getting things done.
3. Become a Director, and revise or rescind the board action. Board elections are an annual event. Being an election, the results are uncertain, and the time lag from discontent to being elected can be almost a full year. The lag in particular may not be acceptable to the unhappy Members.
4. Call a Special Meeting of the Membership, to revise or rescind the board action. Calling such a meeting does not need Board approval, but must be done according the Corporation's bylaws. Note that any member resolution on the board action will still have to answer the question about how to act on whatever the board was trying to do.
5. If bylaws permit, or by resolution of the board or of the Members, form a joint board and Member committee to review and propose revision of revenue and rates if the board action was about revenue or rates.
6. If bylaws permit, engage in alternative dispute resolution under the Civil Practice and Remedies Code. Most particularly, under chapter 173. Be aware that there are likely to be expenses with this that Members will be paying, either directly or indirectly.

- 1 7. Petition the Texas PUC for a rate review if the board action was regarding water rates.
2 This is the only option that has a time limit. Both board and Members need to
3 understand that either directly or indirectly, there are legal expenses in this process,
4 and that the Members will, in some form, be paying those costs. Water supply
5 corporations do not have outside income (that's why they are eligible for tax-exempt
6 status), and expenses have to be paid somehow. See the tariff section on the
7 Jurisdiction Shield for the background.

8
9 **Section 12.02 - Appeals Regarding Charges**

10
11 Any applicant or Member required to pay for any costs not specifically set forth in this tariff
12 shall be entitled to a written explanation of such costs prior to payment and/or
13 commencement of construction. If the applicant or Member does not believe that these costs
14 are reasonable or necessary, the applicant or Member shall have the right to appeal such costs
15 within 90 days to the Corporation's Board of Directors at a regular meeting at which such
16 appeal can be included in the standard public notice of that meeting.
17

Chapter 13 - Corporation Membership

Section 13.01 - Background Context

We regard being a Member of the Corporation as being comparable to being a partner in a partnership (using Chapters 151 and 152, Business Organizations Code as guides)

The member equity, and so the equity buy-in fee and the construction surcharge, are funds that would correspond to a partner "capital account".

Business Organizations Code

Sec. 151.001. DEFINITIONS. In this title:

(1) "Capital account" means the amount computed by:

- (A) adding the amount of a partner's original and additional contributions of cash to a partnership, the agreed value of any other property that that partner originally or additionally contributed to the partnership, and allocations of partnership profits to that partner; and
- (B) subtracting the amount of distributions to that partner and allocations of partnership losses to that partner.

However, as the Corporation is a non-profit, and has no distributions, those elements of the capital account definition have no meaning.

A corporation member-partner is providing funds for the corporation to be able to provide water service to the member-partner's property, which in turn will presumably increase the value of that property to the member-partner.

Section 13.02 - Applicant Eligibility

Eligibility to be a member-partner shall not guarantee service to the Applicant; however, qualification for service is a prerequisite to eligibility for Applicants. Property ownership is required to be a member-partner as the Applicant right of participation. (WC 67.016(d))

Section 13.03 - Member-Applicant is Legal Entity

If the Member-Applicant is a legal entity registered with the Texas Secretary of State, that registration must be kept active and in good standing with state agencies for the Member-Applicant to be provided service. Should the Corporation discover that the Member-Applicant is no longer active or in good standing, a service disconnection notice that includes notice of Member Account liquidation will be sent to the Member and the legal entity Registered Agent

on file with the Texas Secretary of State.

Section 13.04 - Statement of Non-Discrimination

Being a corporate member-partner and having 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.

Section 13.05 - Member Account

Upon qualification as a member-partner, and payment of the required fees, the Corporation shall create a Member Account for the Applicant.

The Member Account shall entitle the Member to one (1) connection at one service location to the Corporation's water utility service. A Member may have more than one service location, and all locations owned by the Member shall be provided service only under the Member Account.

The Member Account also entitles the Member to one (1) vote in conducting of the affairs of any Membership meeting of the Corporation as prescribed by the Corporation Bylaws. (Texas Water Code, section 13.002(11) and 67.016)

Note: When a Member has more than one service location, we do occasionally get requests to bill service locations separately. We won't do that, as it could jeopardize our recognition as a water supply corporation (WC 13.002(11) and (24), and WC 13.004), and it avoids equity ownership questions.

If a Member does want a separate billing for a service location, then their alternative is to place that location in the name of a separate entity (family member, or legal entity like an LLC), and have the new entity apply for service as a new property-owning Member with a new Member Account.

Section 13.06 - Sale of Property

When a Member sells their service property, the Member gets their service location equity refunded, subject to outstanding charges as described in this tariff.

The Member will give us notification, in writing or in electronic form, of their request to discontinue service. At that point, we need to know:

- * the Member Account number
- * the service location
- * the effective date

- * with a sale or transfer, who we can expect to be making application as a new Member
- * address for a final billing
- * was Membership included in the sale of the property, or is a refund of the member equity on order

Note: transfer of Membership as part of the sale is done with Texas Real Estate Commission (TREC) Form OP-M. We will be needing to see that form.

If Member equity for that property was not part of the sale, the final billing will be deducted from the member equity refund. The refund will be sent to the address of the final billing.

If there are no remaining service addresses on the Member Account, then the Member Account will be closed.

Section 13.07 - Liquidation Due to Delinquency

When the amount of the delinquent charges owed by the Member equals the Member Account equity, the Member Account equity shall be liquidated and the Membership cancelled and transferred back to the Corporation. All service locations associated with the Member Account will be disconnected without further notice. (Delinquent accounts have already had notice, likely a lot of it.)

In the event the Member leaves a balance due, the Corporation may liquidate as much of the Member's equity as necessary to satisfy the balance due the Corporation, provided proper notice has been given. The Corporation may collect any remaining account balances by initiation of legal action.

Note: the way that rates are constructed, and the size of the member equity, there is not likely to be any remaining account balance due (our equity accounts are large). The delinquent Member will find their membership canceled, and they will receive a correspondingly reduced member refund check.

Section 13.08 - 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 67.016)

Note: there must be a solid documentation trail of notice and of established policy. Cancellation due to non-compliance looks like it can be a legal minefield.

1 Substituting "tariff" for "rates, charges, and conditions of service" in
2 WC 67.016

- 3 (e) The corporation may cancel a person's or other entity's stock,
4 membership, or other right of participation if the person or entity fails
5 to:
6 (1) meet the conditions for water or sewer service prescribed by the
7 corporation's published "tariff"; or
8 (2) comply with any other condition placed on the receipt of water or
9 sewer service under the stock, membership, or other right of
10 participation.
11

12 The Member Agreement, and Water Service Rider, should both make explicit statement about
13 Member and property keeping compliance with tariff. And we need those signed agreements
14 on file.

15
16 Canceled Membership means they get their equity back. Until that happens, they are still a
17 Member, and subject to Corporation bylaws and tariff.

18
19 The best solution at this point would be a covenant agreement contract that says "don't do
20 whatever you did" that produced this mess in the first place. That contract should establish
21 penalties and limitations.
22

23 If somebody gets membership canceled, and wants service restored, they are coming back as a
24 new service applicant, and so have PUC status (they can complain, and PUC can step in).
25

26 **Section 13.09 - Re-assignment of Cancelled Membership**

27
28 The Corporation, upon cancellation of Membership under the provisions of this Tariff, may
29 re-assign the Membership rights thereby granted to any person who satisfactorily
30 demonstrates eligibility of Membership, including but not limited to proof of ownership of the
31 property from which the Membership arose. (Texas Water Code 67.016)
32

33 **Section 13.10 - Membership and Bankruptcy Proceedings**

34
35 (Cancellation and Re-Assignment of Membership as a Result of Bankruptcy Proceedings)

36
37 Upon notice of the filing of a petition in bankruptcy, the Corporation may require the posting
38 of a deposit or other form of security, acceptable to the Corporation, as a condition for
39 continuing utility service.
40
41

1 Unless special circumstances require otherwise, the amount of security shall equal twice the
2 average amount of monthly charges for the proceeding twelve (12) months, or twice the
3 maximum charge over those 12 months, whichever is greater.

4
5 The Corporation shall not require the payment of any security prior to the expiration of twenty
6 (20) days following the date on which the petition is filed. Failure to provide this security by the
7 date specified may result in disconnection according to the Disconnection With Notice
8 provisions of this Tariff, with a copy of the notice to the bankruptcy Trustee.

9
10 **Section 13.11 - Owners of Rental Property.**

11
12 The Member, renting or leasing property designated to receive service according to the terms
13 of this Tariff to other parties, is responsible for all charges due the Corporation.

14
15 Under no circumstances shall the Corporation bill a renter/lessee in behalf of a Member.

16
17 A renter/lessee may not enter into a payment arrangement on behalf of a Member without
18 being properly designated as an agent of the Member.

19
20 Note - See the Jurisdiction Shield section for the part of the rationale of this section. Also, there
21 is the question of the ownership of the funds that are being contributed to the Member
22 Account. If a tenant is contributing funds to the Member Account, what happens to those
23 funds when the tenant leaves, or the Member sells the property? That is an administrative and
24 legal question that we simply choose to avoid in its entirety.

25
26 **Section 13.12 - Renter/Lessee**

27
28 Membership in the Corporation is based on property ownership of the property to which water
29 service is to be provided. A renter/lessee is not eligible for membership, but may receive water
30 service through the property owner's Membership. Responsibility for payment of services
31 remains with the Member.

32
33 **Section 13.13 - Caregiver Billing**

34
35 Marsha WSC as a water supply corporation, will only bill Members for service.

36
37 However, there are instances when a Member may be unable to manage their affairs due to
38 illness, disability, or other reasons. In those instances, a caregiver may be given authority to
39 receive a water bill to allow the caregiver to monitor the utility billing.

40
41 Giving authority to a caregiver to receive a copy of the billing DOES NOT obligate the caregiver
42 to pay the bill. The Member, or designated agent, has that responsibility. A caregiver is NOT an

1 agent for the Member.

2
3 The Member will continue to receive, and will remain responsible for, the water bill. The
4 caregiver simply receives a copy for informational purposes.

5
6 For a rental property, a Member may want to have a billing sent to the tenant. This typically
7 would only happen when the Member has only one service location. The bill is for the Member
8 account, which may include more than one service location. We WILL NOT break out billing by
9 service location. For a rental property, who pays the bill is a contract issue between the
10 landlord and tenant. Marsha WSC cannot, and will not, bill a tenant on behalf of a landlord.

11 12 **Section 13.14 - Agent or Power of Attorney**

13
14 We will provide a copy of billing to a Member agent, either someone with a power of attorney,
15 a family relation who is declared by the Member to be their agent-representative, or a
16 property management agent with whom the Member has contracted for their service.

17
18 An agent under power of attorney must provide a certification of that power of attorney as
19 provided in chapter 751, Texas Estates Code. Absent that certification, Marsha WSC is not
20 obligated to accept the power of attorney as being valid.

21 22 **Section 13.15 - Resale of Water Prohibited**

23
24 Our water purchase contract with the City of Austin prohibits us, and anyone we serve, from
25 reselling water. If that happens, we will terminate service of the Member with notice.

26
27 If this is in conjunction with water being provided to additional locations (multiple connections
28 to a single tap), we are going to presume it is for resale. It is up to the Member to prove
29 otherwise.

30 31 **Section 13.16 - Member Account and Multiple Service Locations**

32
33 A Member may have several service locations associated with their Member Account.

34
35 Payments by a Member, or on behalf of a Member, are paid to the Member Account, and will
36 not be distributed to a specific service location.

37
38 If a Member with several locations is delinquent in payment, and sells a service location
39 property, with a corresponding equity refund, that refund will be applied to the Member
40 Account delinquency, and any remaining funds will be sent to the Member as with a canceled
41 membership. Any remaining funds will not be considered as an overpayment.

Chapter 14 - Denial and Disconnection of Service

Section 14.01 - What is Disconnection of Service

"Disconnection" means that we go out into the field, and turn off, and lock out if possible, the meter at a service location.

Because we have four different kinds of meter installations, we cannot always do a meter lock-out. This is only true of homeowner style installed meters that have used retail valves as the corporation meter valve. Industry style meter valves all have lockout wings that allow a meter to be turned off and a lock installed.

Section 14.02 - Service Trip, Disconnect, and Reconnect Fee.

We will charge a trip fee of \$50.00 for the purpose of disconnecting, reconnecting, or collecting payment for services.

Section 14.03 - Service Disconnection Notice

Service disconnection notices for non-payment shall be mailed with the regular billing. If payment is not received by the due date, service may be disconnected with no further notice. See also Section 8.17 regarding billing and due dates, and Section 8.29 regarding service notices.

Section 14.04 - 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 we are not available to the public for the purpose of making collections and reconnecting service. A "dangerous condition" is one which creates an immediate threat to human health or safety or immediate damage to property of the Corporation, neighboring landowners or others.

Section 14.05 - Disconnection for Ill and Disabled

The Corporation may not discontinue service to a delinquent residential Member permanently residing in an individually metered dwelling unit when that Member establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued.

We are a small community. We know our neighbors. Bring the situation to the board. We'll get it worked out.

1 Note: this is Member Residential billing. Commercial Residential billing is a matter between the
2 property owning Member, and the tenant. The Member has responsibility for paying the bill.

3 4 **Section 14.06 - Denial of Service**

5
6 The Corporation may deny service for the following reasons:

- 7
- 8 a. Failure of the Member or Applicant to complete all required forms and pay all required
9 fees and charges.
 - 10
11 b. Failure of the Member or Applicant to comply with rules, regulations, policies, and
12 by-laws of the Corporation.
 - 13
14 c. Existence of a hazardous condition at the Member or Applicant's property that would
15 jeopardize the welfare of the Members of the Corporation upon connection.
 - 16
17 d. Failure of Member or Applicant to provide representatives or employees of the
18 Corporation reasonable access to property for which water service has been requested.
 - 19
20 e. Failure of Member or Applicant to comply with all governmental rules and regulations
21 of the Corporation's Tariff on file with the state regulatory agency governing the service
22 applied for by the Member or Applicant.
 - 23
24 f. Failure of Member or Applicant to provide proof of ownership, to the satisfaction of the
25 Corporation, of property for which service has been requested.
 - 26
27 g. Member or Applicant's service facilities are known to be inadequate or of such
28 character that satisfactory service cannot be provided.
 - 29
30 h. In reconnecting service, the Corporation finds that it does not have on file a signed
31 Water Service Agreement or a Member Agreement.
- 32

33 **Member or Applicant Recourse**

34
35 In the event the Corporation refuses to serve a Member or Applicant under the provisions of
36 these rules, the Corporation must notify the Member or Applicant, in writing, of the basis of its
37 refusal. The Member or Applicant may file for an appeal, in writing, with the Corporation's
38 Board of Directors.

Section 14.07 - Disconnection With Notice

Water utility service may be disconnected for any of the following reasons after proper notification has been given:.

- a. Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement;
- b. Violation of the Corporation's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Member and the Member is provided with a reasonable opportunity to remedy the situation;
- c. Failure of the Member to comply with the terms of the Corporation's Service Agreement, Tariff, Bylaws, or Special Contract provided that the Corporation has given notice of said failure to comply and Member has failed to comply within a specified amount of time after notification.
- d. Failure to provide access to the meter under the terms of this Tariff.
- e. Failure to provide access to the 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. We must presume that a hazard exists
- f. Misrepresentation by any Member or Applicant of any fact on any form, document, or other agreement required to be executed by the Corporation.
- g. Failure of a Member to re-apply for service upon notification by the Corporation that Member no longer meets the terms of the service originally applied for under the original service application.
- h. There exist multiple connections for a single tap.
- i. Absent a timely filed backflow prevention equipment inspection report.
30 TAC 290.44(h)(4)(C)

1 **Section 14.08 - Disconnection Without Notice**

2
3 Water utility service may be disconnected without notice for any of the following conditions:

- 4
5 a. A known dangerous or hazardous condition exists for which service may remain
6 disconnected for as long as the condition exists, including but not limited to a public
7 health nuisance as defined in Texas Health and Safety Code Sections 341.011 or
8 343.011.

9
10 If there is reason to believe a dangerous or hazardous condition exists, the Corporation
11 may conduct a customer service inspection (CSI) to verify the hazardous condition and
12 may notify the local county health office.

13
14 The Corporation will disconnect without notice if the Member refuses to allow access
15 for the purpose of confirming the existence of such condition and/or removing the
16 dangerous or hazardous condition (30 TAC 290.46(i) and 290.46(j)).

17
18 Service will be restored

- 19 * when a CSI confirms no health hazard exists,
20 * the health hazard has been removed or repaired, or
21 * the health hazard has been isolated from the Corporation's water system by the
22 installation of a backflow prevention device.

- 23
24 b. Service is connected without authority by a person who has not made application for
25 service or who has reconnected service without authority following termination of
26 service for nonpayment;

- 27
28 c. In instances of tampering with the Corporation's meter or equipment, by-passing the
29 meter or equipment, or other diversion of service.

- 30
31 d. A threat to perform or actual performance of:
32 (a) bodily injury to any Corporation employee, agent or representative or
33 (b) damage to any Corporation property.

34
35 The display of any firearm or other weapon in a confrontational, menacing or
36 threatening manner shall be deemed to be a threat to perform bodily injury regardless
37 of the condition of said firearm or weapon.

38
39 We may pursue action under Penal Code 22.07 for an act of terrorism.

- 40
41 e. At the direction of the City of Austin.

- f. There is evidence of a Member yard line break and the premises is apparently unoccupied.
- g. A line leak on the member's side of the meter is considered a potentially hazardous condition. If the Corporation conducts a CSI and discovers that the line leak has created a hazardous condition, the Corporation will provide the member up to five (5) business days, or another time period determined reasonable under the circumstances, to repair the line prior to disconnection of service.

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.

Section 14.09 - Disconnection Prohibited

Utility service may not be disconnected for any of the following reasons:

- a. Failure of the Member to pay for merchandise or charges for non-utility service provided by the Corporation, unless an agreement exists between the Member and the Corporation whereby the Member guarantees payment of non-utility service as a condition of service;
- b. 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.
- c. Failure of the Member to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;
- d. 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;
- e. Failure of the Member to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meter section of this tariff.
- f. 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;
- g. In response to a request for disconnection by an Member of rental property occupied by a renter or lessee who is authorized by the owning Member to be billed on behalf of

1 the Member, and the renter's account is not scheduled for disconnection under the
2 Rules for Disconnection of Service in this Tariff. (Property Code 92.008)

- 3
4 h. Failure of the Member to pay a bill due during an Extreme Weather Emergency if the
5 Member has requested, accepted, and is in compliance with the terms of a deferred
6 payment schedule.

7
8 PUC regulation

9 16 TAC 24.173(b)(2)

10 Extreme weather emergency--a period beginning when the previous day's
11 highest temperature in an area did not exceed 28 degrees Fahrenheit and the
12 temperature is predicted to remain at or below that level for the next 24 hours
13 according to the nearest National Weather Service reports for that area. For
14 purposes of this section, an extreme weather emergency is over on the second
15 business day the temperature exceeds 28 degrees Fahrenheit.
16

Chapter 15 - Agency Filings

We are required to file a copy of this tariff with the PUC, for informational purposes only.

Water Code

Sec. 13.136. FILING TARIFFS OF RATES, RULES, AND REGULATIONS;

(c) Every water supply or sewer service corporation shall file with the utility commission tariffs showing all rates that are subject to the appellate jurisdiction of the utility commission and that are in force at the time for any utility service, product, or commodity offered. Every water supply or sewer service corporation shall file with and as a part of those tariffs all rules and regulations relating to or affecting the rates, utility service, product, or commodity furnished. The filing required under this subsection shall be for informational purposes only.

The Texas PUC has an on-line filing system, accessible

<https://interchange.puc.texas.gov/filer>

Our tariff "control number" is 43329

Include a cover letter to identify what changes there are from previous filings.

You can query the PUC online system at

<https://interchange.puc.texas.gov/>

Forms

1
2
3

Marsha Water Supply Corporation Member Application and Agreement

Article 1 - Definitions

Corporation, Marsha WSC, us, we - Marsha Water Supply Corporation
you - the Member-Applicant, entering into this agreement

Article 2 - Member-Applicant

Member-Applicant Please print (so we can read your writing)	
Name	
Postal Mailing Address	
City, State, and Zip Code	
Telephone	
Email	
Telephone and email are private, and are not subject to public release	

Qualifications to apply to be a Member

1. You must own property within the Marsha WSC service area
2. You must have submitted this Member Application and Agreement.
3. You must have submitted a Water Service Rider for each service location for your property within our service area
4. You must be at financial parity with other Members of the Corporation
5. You must have paid the necessary application fees

Qualifications to continue being a Member

1. Keep compliance with the Tariff and Bylaws of the Corporation
2. Keep financial parity with the other Members of the Corporation
3. You must have this Member Application and Agreement on file with the Corporation
4. You must have on file, for each service location that you own, a Water Service Rider.

Article 3 - Marsha Water Supply Corporation

Marsha WSC is a corporation that is organized and operating under Chapter 67 of the Texas Water Code. We are a non-profit, federal 501(c)(12) tax-exempt entity, administered by a board of directors that is elected by the corporation's Members from among the membership.

Said another way, we are a member-owned, member-controlled, member-benefit, cooperative corporation. While our general structure resembles a general partnership or a cooperative, for legislative historical reasons, we are a corporation. The Board of Directors is an executive committee of the Membership, overseeing the administration and operation of the water system.

While we are a retail public utility as defined by statute, state agencies have extremely limited oversight on the conduct of the Corporation. By statute, that oversight is largely relegated to the Members.

Article 4 - Member Responsibilities

Being a Member of the Corporation means accepting certain responsibilities, and performing certain duties on behalf of the Corporation.

1. Compliance with the Corporation Bylaws and Tariff.

The Corporation has adopted policies and procedures to comply with statutory and regulatory requirements pertaining to being a retail public utility that provides water service, being a Texas non-profit corporation, and being a federal tax-exempt entity. Those policies and procedures are institutionalized in our structure thru our adopted corporate bylaws and our tariff.

As a Member, you are expected to follow those policies and procedures as described in the bylaws and tariff.

To that end, the Corporation Bylaws, as may be amended from time to time, are incorporated into this Member Application and Agreement by reference.

Also, to that end, the Corporation Tariff, as may be amended from time to time, are incorporated into this Member Application and Agreement by reference.

(Both the Bylaws and the Tariff are available on the corporation web site, marshawsc.org)

2. Protection of the water system

As a Member, you have both a responsibility to protect the Marsha WSC water system.

Due to the existent nature of the Marsha WSC water system, and its informal construction, that responsibility may entail taking an active role to take steps to protect the system. Those steps may, for example, include: posting signs about shallow pipes, restricting or preventing parking in certain areas, or adding additional cover material over pipe locations.

On your property that has water service, you need to have backflow prevention measures in place. This includes outdoor hose bibb protection, and regular inspection and reporting of other backflow prevention devices and assemblies that you may have.

All properties in the Pamela Heights subdivision make use of on-site septic facilities (OSSF). You have the responsibility to make sure your facility is functioning properly, and is maintained safely.

You have a responsibility not to be a public nuisance, as described by the Texas Health and Safety Code, and by the corresponding parts of the Travis County Code. This includes taking measures to mitigate fire hazards, mosquito hazards, traffic hazards, and other general health hazards.

3. Your role in the Corporation (voting, serving on the board)

As a Member, you do have a role in the corporation. You have a responsibility to vote on issues that are presented to the Membership. You have a responsibility to bring issues before the corporation board and the membership.

As a Member, by statute you have one vote. Your voting ability is by your account, and not by service location, or the number of Water Service Riders attached to the Agreement.

If you choose to do so, you can be a candidate for election to the corporation board of directors, and if elected, to serve on the board.

4. Contributing (pay your bill, providing support/resource as possible)

As a Member, you must maintain financial parity with other Members. You do this with your equity buy-in fee, and later contributions to the construction and replacement of the water system. If you do not maintain financial parity, your account will not be in good standing and your ability to vote on corporate matters will be limited.

As a Member, you have the responsibility for the financial state of the corporation. This means that you pay in a timely manner for the charges that are posted to your Member Account.

Also, you have the responsibility to review the financial state of the corporation, to ensure that the corporation is operating properly, and to the benefit of its Members.

If you have skills, materials, or resources that could be of beneficial use of the corporation, you

1 have a responsibility to make the corporation aware of the availability of those skills, materials,
2 or resources. This availability is one of the central elements of what it is to be a cooperative
3 corporation; Members working together.

5. A note on rental properties

7 Marsha WSC provides water service ONLY to Members. By statute, to be a Member, you must
8 own property. What that means, is that property where you do not reside, is going to be some
9 kind of commercial property, which means it has a lease and likely also has a tenant. That
10 tenant IS NOT a Member, and we cannot provide service to a tenant. You, as owner of the
11 property, can provide service under lease contract terms with that tenant.

13 If this is a residential property, recognize that you are providing water service to a tenant
14 under Section 92.008, Texas Property Code.

16 If this is a (non-residential) commercial property, then you are providing water service to the
17 tenant under Section 93.002, Texas Property Code.

6. Enforcement and Lack of Compliance

21 Marsha WSC is a small entity, without professional staff, and generally without full-time staff.
22 As a result, our ability to ensure enforcement of the terms of this Agreement is limited. There
23 may be times when we are unable to properly enforce the terms of this Agreement. That does
24 not mean that we will not enforce this Agreement. We do not, and will not, engage in selective
25 or discriminatory enforcement.

27 Non-compliance with the terms of this Agreement may result in a loss of service at a water
28 service location, or may result in this Member Agreement being canceled.

7. Change of Address

32 As a Member, you have the responsibility to notify us when your postal mailing address
33 changes, your telephone number changes, or your email address changes.

35 Our good faith efforts to notify you is limited to the information that you provide to us. We will
36 not make an effort to track you down.

8. Notice of Sale

40 Your Member status is contingent on your ownership of property described in the Water
41 Service Riders attached to this Agreement.

43 Should you sell the property, you must also

1. Notify the buyer of your Member status in the Corporation

2. Notify the buyer that water service requires being a Member of the Corporation
3. Notify the buyer that they must be at financial parity to have service thru an equity buy-in fee.
4. Notify the Corporation that the property is being sold.
5. Confirm that your contact information is up to date so that your Member equity can be refunded to you in a timely manner.

9. Status of Legal Entity

If you, as a Member-Applicant, are a legal entity (example, a corporation, LLC, partnership), then you must maintain your legal existence throughout your membership. If your legal entity existence becomes inactive or otherwise unrecognized under Texas law, your membership in the Corporation will be canceled.

Article 5 - Marsha WSC Responsibilities

1. Statement of non-discrimination

Membership in the Corporation and service is provided to all Applicants who comply with the provisions of the corporation tariff regardless of race, creed, color, national origin, sex, disability, or marital status.

2. Act to the benefit of the Members and the community

Marsha WSC must act to the benefit of ALL Members and the Member community.

3. Water quality and protection

We, as a retail public utility providing water service, have the responsibility to ensure compliance with Chapter 341, Texas Health and Safety Code.

That means we provide potable drinking water of quality that complies with regulations as issued by the Texas Commission on Environmental Quality (TCEQ), or successor agencies.

That also means that we take measures to ensure that the water we provide is not contaminated by water backflow events or cross connections.

4. 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 is the extent of the cost of service provided. By acceptance of Membership, the Member consents to waiver of such liability.

5. Work in the Right of Way

Texas statutes give us the authority to put the water system pipe and appurtenances in the roadway right of way. That right of way is owned by Travis County. If you have, or later install, some artefact in the right of way that interferes with our ability to do work in the right of way, we will make a reasonable effort to avoid damage to the artefact. However, circumstances may require that we remove the artefact, possibly in a destructive manner. The Corporation will not be responsible for any damage done to an artefact in the right of way.

Article 6 - Legal Nits

1. Severability

If any part of this agreement is found to be invalid, the remainder of the agreement still stands.

2. Jurisdiction and Dispute Resolution

In the event of a dispute, the first course of action, to bring the matter to the corporation board of directors.

Corporation bylaws provide Members the opportunity to have annual, special, or regular meetings to vote issues that are important to the Members.

If a Member has some manner of issue, and is unable to get the matter resolved by the corporation board of directors, the Member does have recourse to bring the matter before the membership in a membership meeting.

If a Member does not get a satisfactory resolution thru a membership meeting, then there is the use of alternative dispute resolution as provided by the corporate bylaws.

And if there really, really want to push the point, then there is legal action thru the courts. The jurisdiction is Travis County, Texas.

3. Supersede all prior agreements

There have been prior Member Application and Agreements, and prior Water Service Agreements, in any number of formats and wording, used by the corporation over the years. The variation creates inconsistency and opportunity for unfair treatment between the corporation and its Members.

This Member Application and Agreement, and its associated Water Service Riders, supersedes all prior agreements in whatever form.

4. Water Service Rider Required

1 This Member Application and Agreement is incomplete without there being at least one,
2 possibly more, Water Service Rider being attached to this Agreement.

3
4 **5. Complete Agreement**

5
6 This Member Application and Agreement, and the attached Water Service Rider for each
7 service location, constitutes the entire agreement for membership and service between the
8 corporation and the Member-Applicant.

9
10 **6. Effective Date**

11
12 This Member Application and Agreement is effective when executed by both the Member-
13 Applicant and the corporation representative.

14
15 The associated Water Service Rider is effective when executed by both the Member-Applicant
16 and the corporation representative.

17
18 **7. Multiple Copies**

19
20 This Member Application and Agreement, with its attached Water Service Riders, may be
21 executed in multiple copies, each of equal dignity.

22
23 **8. Amendment**

24
25 This Member Application and Agreement and its associated Water Service Riders is subject to
26 amendment in the manner described in the corporation tariff.

27
28 As the undersigned Member-Applicant, I am affirming that I meet the qualifications listed to
29 apply for Membership in Marsha WSC. I understand that if I have misrepresented any of the
30 qualifications, then my application will be rendered invalid, and that Membership will be
31 denied. Also, I am stating that I am agreeing to the terms of this agreement.

32
33 This Member Application and Agreement submitted by

34
35 _____ Member Applicant

36
37 on this date _____

38
39 and accepted by

40
41 _____ for Marsha WSC

42
43 on this date _____
44

1
2
3

1 Marsha Water Supply Corporation
2 Water Service Rider
3
4

5 Article 1 - Member-Applicant
6

Please Print (so we can read your writing)	
Name	
Account Number if known	
Water Service Address	

14
15 You, as a corporation Member or Member-Applicant, are applying for water service to be
16 provided at the given water service address.

17
18 Article 2 - Conditions for Service
19

- 20 For an existing meter installation, you have
- 21 1. Submitted a Member Application and Agreement, and have been accepted as a
 - 22 Member of the corporation
 - 23 2. Transferred service from the prior owner
 - 24 3. Completed a "Customer Service Inspection" as required by TCEQ regulations
 - 25 30 TAC 290.46(j)

- 26
27 For a new meter installation (no prior water service), you have:
- 28 1. Submitted a Member Application and Agreement, and have been accepted as a
 - 29 Member of the corporation
 - 30 2. **Have been granted a septic permit from Travis County. Permit number _____**
 - 31 3. Completed a "Customer Service Inspection" as required by TCEQ regulations
 - 32 30 TAC 290.46(j)

33
34 Article 3 - Meter Location and Service Valve
35

36 In the case of a new meter installation, the corporation will decide the location of the meter, in
37 consultation with the Member-Applicant. The meter location may be limited by the location of
38 the corporation distribution lines.

39
40 The meter and the service line from the tap to the meter is the property of the corporation.

1 For new installations, the corporation will install a service valve downstream of the meter, and
2 the Member-Applicant will connect their yard pipe to that service valve.

3
4 The Member-Applicant may install their own service valve, subject to approval by the
5 corporation. (We have a problem with dezincification, and want to make sure the service valve
6 will remain functional over time.)

7
8 The Member-Applicant grants permission for the Corporation to install a service valve, or if
9 need be, a backflow preventer, on the property at a location as near as practical to the
10 property line adjacent to the meter.

11 12 **Article 4 - Access to the Meter**

13
14 The Member-Applicant will take measures to make sure that the meter is accessible at all
15 times, and is protected from vehicle traffic. To be accessible, there must be a clear space of
16 five (5) feet radially, centered on the meter.

17
18 If the meter is not accessible, the corporation may, at its discretion, take such measures as
19 necessary to have access. Such measures may include towing any vehicle that is hindering
20 access to the meter.

21 22 **Article 5 - Installation of Yard Pipe**

23
24 Yard water service pipe and fittings shall be of materials compatible with the International
25 Plumbing Code, current edition, and limited to

- 26 * PVC, with proper allowances for thermal expansion,
- 27 * polyethylene as certified to AWWA C901,
- 28 * PEX as certified to AWWA C904,
- 29 * copper pipe or tubing of types K or L, or
- 30 * other approved materials.

31
32 Galvanized piping and fittings are prohibited, as these are subject to dezincification.

33
34 Member service pipelines shall be installed by the Member-Applicant and shall be rated to a
35 minimum of 160 psi at 73F, and covered by no less than 12 inches of earth. (2015 International
36 Plumbing Code sections 305.4 and 605.3, and also 2024 Uniform Plumbing Code section 609.1)

37
38 Tracer wire of not less than 14 AWG, will be installed with the yard pipe on new installations.

39 40 **Article 6 - Compliance Inspection**

41
42 For new meter installations, we will need to do an inspection of yard pipe and plumbing
43 installation to confirm

- 44 a. depth of trenching to provide at least 12-inches of cover to the yard pipe

- b. type of yard pipe and necessary allowance for thermal expansion
- c. service valve, if we didn't install it
- d. tracer wire or tracer tape and accessibility
- e. installation of thermal expansion valve with meter yoke installations and DCVs
- f. hose bibb backflow preventer installations

Article 7 - Limitation on Service

Water service provided thru a meter for the service location, will supply water only for that location. Water that passes thru the meter will not cross property boundaries.

Article 8 - Regulatory Requirements

The following is taken, with some light customizing editing, from the Texas Commission on Environmental Quality (TCEQ) regulations 30 TAC 290.47(b). The following points, numbered I thru IV, are not subject to amendment except as amended from time to time by TCEQ or its successor agencies.

----- begin regulatory text -----

- I. **PURPOSE.** Marsha WSC is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each Member of the restrictions which are in place to provide this protection. The public water system enforces these restrictions to ensure the public health and welfare. Each retail Member must sign this agreement before the Marsha WSC will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **RESTRICTIONS.** The following unacceptable practices are prohibited by State regulations.
 - A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows 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 at any connection which provides water for human use.

E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between Marsha WSC and Member.

A. Marsha WSC will maintain a copy of this agreement as long as the Member and/or the premises is connected to Marsha WSC.

B. The Member shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by Marsha WSC or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the Marsha WSC's normal business hours.

C. Marsha WSC shall notify the Member in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.

D. The Member shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.

E. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by Marsha WSC. Copies of all testing and maintenance records shall be provided to Marsha WSC.

IV ENFORCEMENT. If the Member fails to comply with the terms of the Service Agreement, (Item III above) Marsha WSC shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

----- end regulatory text -----

Article 9 - Noncompliance

1
2 If the Member-Applicant is not compliant with the terms set forth in this Water Service Rider,
3 the corporation may, at it discretion, either turn off, lock out, or physically remove the meter
4 at the service location and charge the Member-Applicant as given in the corporation tariff.
5

6
7 **Article 10 - Legal Nits**
8

9 This Water Service Rider is valid when attached to the Member Application and Agreement of
10 the Member-Applicant.
11

12 As the undersigned Member-Applicant, I am affirming that I meet the qualifications listed to
13 apply for Membership in Marsha WSC. I understand that if I have misrepresented any of the
14 qualifications, then my application will be rendered invalid, and that Membership will be
15 denied. Also, I am stating that I am agreeing to the terms of this agreement.
16

17 This Water Service Rider submitted by
18

19 _____ Member Applicant
20

21 on this date _____
22

23
24 and accepted by
25

26 _____ for Marsha WSC
27

28 on this date _____
29
30
31
32

1
2
3

**MARSHA WATER SUPPLY CORPORATION
SIGNING AS AGENT OR REPRESENTATIVE
FOR
MEMBER AGREEMENT OR WATER SERVICE AGREEMENT**

The entity that you are representing	
Your Name	
What is your authority to act on behalf of the entity that you are representing?	

The entity is:		Attach a copy of your authority to act on behalf of the entity
An individual or family under a joint membership	<input type="checkbox"/>	1. Power of attorney.
Partnership	<input type="checkbox"/>	1. The representative must be a partner, or have a power of attorney sufficient to bind the partnership.
mutual or Corporation associations	<input type="checkbox"/>	1. Officer or other person designated by corporate bylaws, or corporate resolution to be representative 2. Affidavit of the existence of the association
WSC or Sewer Service Corporation	<input type="checkbox"/>	1. Officer or other person designated by corporate bylaws, or corporate resolution to be representative
Corporation or legal entity under Texas Bus Org Code	<input type="checkbox"/>	1. Officer or other person designated by corporate bylaws, or corporate resolution to be representative
Joint Stock company	<input type="checkbox"/>	1. Notarized affidavit of the existence of the association, and 2. Officer or designated person by corporate bylaws, or corporate resolution to be representative
Association	<input type="checkbox"/>	1. Notarized affidavit of the existence of the association, and 2. Officer or designated person by corporate bylaws, or corporate resolution to be representative
Trust	<input type="checkbox"/>	1. The representative must be a trustee, or have power of attorney, and 2. Affidavit describing the trust, to include name and date of the trust, the trustees, and postal address for contacting the trust.

HAVE YOU ATTACHED A COPY OF YOUR AUTHORITY TO SIGN?

Credentials of Applicant

(Reference BOC 6, subchapter D, section 6.151 et seq)

Memberships in the name of another corporation may be voted by such officer, agent or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

Memberships held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such memberships into the name or the administrator, etc.

Memberships standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote any memberships held by him without a transfer of such memberships and certificates into his name.

Memberships standing in the name of a receiver may be voted by such receiver, and memberships held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

A member whose membership is mortgaged, pledged, or otherwise encumbered shall be entitled to vote such membership until the membership has been transferred into the name of the holder of the encumbrance.

Address: _____

new water meter, serial _____

Marsha WSC has installed a new water meter at your address, with a residential dual check valve (DCV) backflow preventer.

This means that when there is a system shutdown, you should no longer experience a vacuum suction if you open a faucet while the water is draining from the water distribution system.

However, this also prevents any water expansion due to heating from being pushed back to the water meter. This can lead to a pressure buildup inside your home water pipes which could cause a leak.

The recommended solution to prevent a pressure buildup causing a leak, is to install a "thermal expansion relief valve". This is typically installed on the cold water supply line to the water heater.

Enclosed is a specification sheet for such a relief valve. You are free to choose a valve from any manufacturer. The sheet enclosed is simply an example of what to look for.

If you have any questions, please contact us, and we'll do our best to answer.

Marsha Water Supply Corporation

15504 Brenda St., Austin, Texas 78728 Telephone: 512-803-8725

CAREGIVER/TENANT MAILING

Marsha WSC has enacted a policy allowing for a caregiver or renter/tenant to receive to receive a copy of the water bill.

By statute, Marsha WSC as a water supply corporation, can only bill property owners/corporate members for service. However, there are instances when a property owner/member may be unable to manage their affairs due to illness, disability, or other reasons. In those instances, a caregiver may be given authority to receive a water bill to allow the caregiver to monitor the utility billing.

For a rental property, a property owner/member may want to have a billing sent to the tenant.

If you want to set up a caregiver/tenant mailing, please fill out and return this form to Marsha WSC with your payment, or by mail to

Marsha WSC
15504 Brenda St
Austin TX 78728-3901

NOTICE: Giving authority to a caregiver/tenant to receive a copy of the billing DOES NOT obligate the caregiver/tenant to pay the bill. The property owner/member, or designated legal authority under a power of attorney, has that responsibility. For a rental property, who pays the bill is a contract issue between the landlord and tenant. Marsha WSC cannot, and will not, bill a tenant on behalf of a landlord.

The property owner/member will continue to receive, and will remain responsible for, the water bill. The caregiver/tenant simply receives a copy for informational purposes.

Marsha WSC Account Number: _____

Caregiver/Tenant Mailing Address: _____

Property Owner/Member Signature _____

Date _____

Application for New Water Service

If you are wanting to have water service at a lot that has not had service before, then a meter and a service supply line must be installed, and capital recovery fees paid.

Marsha WSC is within the Extra-Territorial Jurisdiction (ETJ) of the City of Austin, and is a wholesale customer to Austin Water Utility. Marsha WSC is obligated by City ordinance and by contract to collect capital recovery fees on behalf of the City of Austin.

The amount of the Austin capital recovery fee depends on when the lot was platted.

Plat Date	City of Austin Capital Recovery Fee
before 1 October 2007	\$1300.00
Between 1 Oct 2007 and 31 Dec 2013	\$1800.00
1 Jan 2014 to 30 Sep 2018	\$5400.00
1 Oct 2018 to date	\$4700.00
Information taken from Austin Water web site. Check there for the official and up to date recovery fees	

Marsha WSC has it's own capital expense fees, as established by the corporation tariff adopted 1 February 2024.

Tariff section	description	fee
5.04	tap fee	\$1500.00 hardware plus 12 hours labor at prevailing rates
Note that this is for "short side" service where the distribution supply line is located on the same side of the street as the lot to be provided service. "Long side" service with a street crossing has additional requirements.		

Also, for new service with a new building, we must have a copy of the Travis County construction permit, with septic service. The Travis County permit is a **GO/NO-GO** requirement placed on Marsha WSC by the Texas Local Government Code chapter 212. (Tariff, chapter 4)

Please note that the City of Austin and Travis County have adopted a joint development code (referred to as Chapter 30 in the respective jurisdiction ordinances and codes). Section 30-2-174 and 30-2-175 place limitations on lot sizes, and on lots located on streets without curbs and gutters. If Travis County does issue a construction permit, Marsha WSC will consider the requirements of Chapter 30 to have been met.

Requirements for Long-Side Service

Where the Marsha WSC distribution line is located across the street from a lot with an existing meter, a new meter must be installed and connected to that distribution line. To make that connection, the distribution line must be tapped, and a service supply line must cross the street to the new meter.

To make that connection, the street must be cut, a trench dug, the service supply line placed into the trench, and the connection made to the new meter.

This work must be performed by a qualified utility contractor, who will get a "utility permit" from Travis County to make the street cut and do the necessary trenching in the street and lay the service supply pipe.

The Marsha WSC tariff, adopted 1 February 2024, places the responsibility on the property owner/customer to select, and pay, the contractor who will perform the work to Marsha WSC standards and specifications. All work done is subject to inspection by Marsha WSC.

ATTENTION

So that there is no misunderstanding, we at Marsha WSC need to make clear some things about how we operate as a utility.

Marsha WSC is not a municipal utility, and we do not operate like a municipal utility.

Marsha WSC is a co-op. We are a member owned, member controlled, member benefit cooperative corporation. We are more akin to a home owners association than being like a municipal utility.

By law, our members must be property owners. This is what makes us appear similar to a home owner association. We can provide service only to member-owners.

If your property is a rental property or leased to a tenant, we cannot bill your tenant. We must bill you directly, or bill your designated legal representative. How you bill your tenant for water service is a matter of contract between you and your tenant.

ATENCIÓN

Para que no haya malentendidos, en Marsha WSC debemos dejar en claro algunas cosas sobre cómo operamos como una utilidad.

Marsha WSC no es una utilidad municipal, y no operamos como una utilidad municipal.

Marsha WSC es una cooperativa. Somos una corporación cooperativa de beneficio a los miembros, controlada por los miembros. Nos parecemos más a una asociación de propietarios que a una utilidad municipal.

Por ley, nuestros miembros deben ser dueños de propiedades. Esto es lo que nos hace parecer similares a una asociación de propietarios. Podemos proporcionar servicio solamente a los miembros propietarios.

Si su propiedad es una propiedad de alquiler o arrendada a un inquilino, no podemos facturar a su inquilino. Debemos facturarle directamente o facturar a su representante legal designado. Cómo factura a su inquilino por el servicio de agua es una cuestión de contrato entre usted y su inquilino.

Marsha Water Supply Corporation

15504 Brenda St., Austin, Texas 78728 Telephone: 512-803-8725

LATE PAYMENT NOTICE

<<billing date>>

«attn»

«name»

«deliveraddr»

«city» «state» «zip5»«zipplus»

Ref: Member account «memberaccount»

Dear Sir/ Madam:

Your account is past due. If the full payment of \$«amountdue» is not paid by the 20th, service for your account will be listed for disconnection.

Sincerely,

Marsha Water Supply Corporation

Ref: Cuenta de miembro «memberID»

Estimado Señor / Señora:

Su cuenta está vencida. Si el pago total de \$«amountdue» no se paga antes del día 20, el servicio de su cuenta aparecerá en la lista para ser desconectado.

Marsha Water Supply Corporation

15504 Brenda St., Austin, Texas 78728 Telephone: 512-803-8725

TERMINATION NOTICE

<<billing date>>

<<attn>>

<<name>>

<<deliveraddr>>

<<city>> <<state>> <<zip5>><<zipplus>>

Ref: Water Service for Account Number: <<memberaccount>>

We did not receive your payment last month, and haven't received your payment in the full amount due this month. You have until the 20th to make payment in full for \$<<amountdue>>

IF YOU DO NOT MAKE PAYMENT BY THE 20th THEN SERVICE WILL BE DISCONNECTED IN THE WEEK FOLLOWING. THIS IS YOUR ONLY NOTICE OF SERVICE DISCONNECTION.

Water service on this account will be terminated for non-payment.

<<service1>>

<<service2>>

<<service3>>

<<service4>>

<<service5>>

IF SERVICE IS DISCONNECTED

A fee of \$100.00 will be charged to your account for each service address that is turned off.

WHAT YOU NEED TO DO TO RE-ESTABLISH SERVICE

1. **Pay the total amount due \$<<amountdue>> by MONEY ORDER or CASHIERS CHECK** (No personal checks, and no cash). Be sure to include your account number on your payment.
2. Put your payment into the Marsha WSC drop box at 15504 Brenda St.
3. Email marshawsc@gmail.com or call/text 512-803-8725 with a message that payment for account <<memberaccount>> is in the drop box.
4. **AFTER WE VERIFY PAYMENT, we will restore service by the next business day.**

Marsha Water Supply Corporation

15504 Brenda St., Austin, Texas 78728 Telephone: 512-803-8725

TERMINACIÓN AVISO

<<biling date>>

<<attn>>

<<name>>

<<deliveraddr>>

<<city>> <<state>> <<zip5>><<zipplus>>

Ref: Servicio de agua para número de cuenta: <<memberaccount>>

No recibimos su pago el mes pasado y no hemos recibido su pago por el monto total adeudado este mes. Tienes hasta el día 20 para realizar el pago total de \$ <<amountdue>>

SI NO REALIZA EL PAGO ANTES DEL DÍA 20, EL SERVICIO SE DESCONECTARÁ EN LA SEMANA SIGUIENTE. ESTE ES SU ÚNICO AVISO DE DESCONEXIÓN DEL SERVICIO.

El servicio de agua en esta cuenta ha sido cancelado por falta de pago.

<<service1>>

<<service2>>

<<service3>>

<<service4>>

<<service5>>

SI EL SERVICIO SE DESCONECTA

Se aplicará un cargo de \$ 100.00 a su cuenta por cada dirección de servicio que se desactive.

LO QUE HAY QUE HACER PARA RESTABLECER SERVICIO

1. **Pagar** el monto total a pagar \$ <<amountdue>> por giro postal o cheque de caja (No se aceptan cheques personales, y no en efectivo). Asegúrese de incluir su número de cuenta en su pago.
2. Ponga su pago en el buzón de Marsha WSC en 15504 Brenda St.
3. Correo marshawsc@gmail.com o llame / texto 512-803-8725 con un mensaje que el pago de <<memberaccount>> se encuentra en el buzón.
4. DESPUÉS que verificar el pago, vamos a restablecer el servicio en el siguiente día hábil.

Marsha WSC
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. 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 authorized representative.

Member

Date

WSC Corporation Official

Title

Marsha Water Supply Corporation
Limited Power of Attorney

I, _____, hereafter referred to as Principal, as a member of record of Marsha Water Supply Corporation (Marsha WSC), and the owner of one or more properties in the Marsha WSC service area, having the Marsha WSC Account Number of _____

grant unto _____, hereafter referred to as Agent,

who has the mailing address of _____

this limited and revocable durable power of attorney. **This power of attorney is not affected by subsequent disability or incapacity of the principal.**

This power of attorney gives the Agent authority to act on behalf of the Principal

1. To act as a member of Marsha WSC - to receive notice, to attend Marsha WSC meetings, to vote, to assign a proxy for voting as may be allowed by corporation bylaws, to serve as director, to exercise all rights as a member of the corporation
2. To contract with Marsha WSC for outstanding debt that is incurred to the Principal's account thru a payment plan that is binding to the Principal
3. To authorize Marsha WSC to perform work on property that is served by Marsha WSC
4. To convey an easement to Marsha WSC on property that is served by Marsha WSC

This power of attorney DOES NOT give Agent authority

1. To delegate authority given by this power of attorney to any other person or entity, except for assigning a proxy for voting.
2. Other than the authority specifically given above

This power of attorney ends

1. If the Principal is no longer a member of Marsha WSC
2. If Agent is tenant of the Principal in the Marsha WSC service area and the tenancy ends
3. If the Principal acquires additional service location within the Marsha WSC service area
4. Upon written notice of revocation by the Principal
5. Upon notice of resignation, or apparent abandonment, by the Agent

The Agent has duty to

1. Act as fiduciary in behalf of the Principal
2. Timely inform the Principal of any actions taken by Agent
3. Maintain the Principal's membership in Marsha WSC in good standing

Consideration between Principal and Agent is a separate matter between them, and is not relevant to the authority and limitations set forth in this power of attorney.

The State of Texas,

County of _____,

Before me (notary) _____ on this day

personally appeared _____, known to me

or proved to me through (means of identification) _____

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D., _____.

(Seal)

CERTIFICATION OF DURABLE POWER OF ATTORNEY BY AGENT

I, _____ (agent), certify under penalty of perjury that:

1. I am the agent named in the power of attorney validly executed by
_____ (principal) ("principal")
on _____ (date), and the power of attorney is now in full force and effect.
2. The principal is not deceased and is presently domiciled in
_____ (city and state/territory or foreign country).
3. To the best of my knowledge after diligent search and inquiry:
 - a. The power of attorney has not been revoked by the principal or suspended or terminated by the occurrence of any event, whether or not referenced in the power of attorney;
 - b. At the time the power of attorney was executed, the principal was mentally competent to transact legal matters and was not acting under the undue influence of any other person;
 - c. A permanent guardian of the estate of the principal has not qualified to serve in that capacity;
 - d. My powers under the power of attorney have not been suspended by a court in a temporary guardianship or other proceeding;
 - e. If I am (or was) the principal's spouse, my marriage to the principal has not been dissolved by court decree of divorce or annulment or declared void by a court, or the power of attorney provides specifically that my appointment as the agent for the principal does not terminate if my marriage to the principal has been dissolved by court decree of divorce or annulment or declared void by a court;
 - f. No proceeding has been commenced for a temporary or permanent guardianship of the person or estate, or both, of the principal; and
 - g. The exercise of my authority is not prohibited by another agreement or instrument.
4. If under its terms the power of attorney becomes effective on the disability or incapacity of the principal or at a future time or on the occurrence of a contingency, the principal now has a disability or is incapacitated or the specified future time or contingency has

occurred.

5. I am acting within the scope of my authority under the power of attorney, and my authority has not been altered or terminated.
6. If applicable, I am the successor to _____ (predecessor agent), who has resigned, died, or become incapacitated, is not qualified to serve or has declined to serve as agent, or is otherwise unable to act. There are no unsatisfied conditions remaining under the power of attorney that preclude my acting as successor agent.
7. I agree not to:
 - a. Exercise any powers granted by the power of attorney if I attain knowledge that the power of attorney has been revoked, suspended, or terminated; or
 - b. Exercise any specific powers that have been revoked, suspended, or terminated.
8. A true and correct copy of the power of attorney is attached to this document.
9. If used in connection with an extension of credit under Section 50(a)(6), Article XVI, Texas Constitution, the power of attorney was executed in the office of the lender, the office of a title company, or the law office of _____.

Date: _____, 20__.

_____ (signature of agent)