



## Filing Receipt

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**Control Number - 53075**

**ItemNumber - 179**

**WATER UTILITY TARIFF**  
**FOR**  
**COUNTRY CLUB WATER CORPORATION**

10744 Buddy Parker Rd.  
Kemp, Texas 75143  
903-498-5605

P.O. Box 970  
Mabank, Texas 75147

This tariff is effective for utility operations under the following certificate(s) of Convenience and Necessity:

**Charter - D-577348 Permit No. 11505-01 and CCN # 11331**

This tariff is effective in the following counties:

**Kaufman**

This tariff is effective in the following cities or unincorporated towns, if any:

**None**

This tariff is effective in the following subdivision or systems

**Cedar Creek Country Club Area**

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UTILITIES & DISTRICTS  
SECTION

# COUNTRY CLUB WATER SUPPLY CORP.

P.O. Box 970  
Mabank, Texas 75147

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## TABLE OF CONTENTS

	ORIGINAL SHEET NUMBER
A. RESOLUTION AND AUTHORITY.....	A
B. STATEMENTS.....	B
C. DEFINITIONS.....	C
D. GEOGRAPHIC.....	D
E. SERVICE RULES AND REGULATIONS.....	E
F. EXTENSION POLICY.....	F
G. RATES AND SERVICE FEES.....	G
H. EMERGENCY AND RATIONING PROGRAM.....	H

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

## STATEMENT ON LIABILITY

Country Club Water Supply Corporation does not accept liability for damages caused by service interruptions for events beyond its control and for normal failures of the system. The limit of the liability of Country Club Water Supply Corporation is the extent of the cost for the service provided.

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UTILITIES & DISTRICTS  
SECTION

DATE APPROVED: 2-10-90

CCWSC

**SECTION A: RESOLUTION OF ADOPTION AND REVISION**

RESOLVED BY THE BOARD OF DIRECTORS OF THE COUNTRY CLUB WATER SUPPLY CORPORATION THAT:

1. The Tariff, consisting of Sections A through H inclusive, is hereby adopted and enacted as the current regulations which shall supersede all policies passed by the Board of Directors before February 10, 1990, to the extent provided in paragraph 2 hereof.
2. No prior agreement executed by the Board of Directors is repealed by any provision contained herein, save and except as provided in the terms of that agreement.
3. The adoption of the provisions of this Tariff shall not affect any offense or act committed or done, or any penalty of forfeiture incurred, or any contract vested right established or accruing before the effective date of this Tariff.
4. An official copy of this policy shall be available to the Membership of this Corporation during regular office hours of the Corporation. Requests for copies of this Tariff shall be subject to reproduction charges. The secretary of the Corporation shall maintain the original copy as approved, and clearly exhibit all additions, deletions, and amendments separately.
5. This Tariff shall take effect immediately upon its approval as provided by law, and according to its terms. Rules and regulations of State and Federal Agencies having applicable jurisdiction, promulgated under any applicable state or Federal Law, shall supersede all terms of this policy. If any section, paragraph, sentence, clause, phrase, word or words of this policy are declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected thereby.

PASSED AND APPROVED this 10<sup>th</sup> day of February 1990.

David L. King  
President, CC Water Supply Corporation

SEAL

ATTEST:

Dorothy A. Bynum  
Secretary, CC Water Supply Corporation

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UTILITIES & DISTRICTS  
SECTION

**SECTION B: STATEMENTS**

1. **Statement of Organization.** The CC Water Supply Corporation is a member owned non-profit corporation incorporated pursuant to the provisions of Tex. Rev. Civ. Stat. Ann., art. 1434a as supplemented by the Texas Non-Profit Corporation Act, Texas Rev. Civ. Stat. Ann., art. 1396, for the purpose of furnishing a potable water utility service. Corporation operation policies, rates, tariffs and regulations are formulated and effected by a Board of Directors elected by the Members of the Corporation.
2. **Statement of Non-Discrimination Policy.** Membership in the Corporation and service of water is provided to all applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex, or marital status.
3. **Statement of Rules of Application.** The rules and regulations specified herein apply to the water services furnished by CC Water Supply Corporation, also referred to as Corporation, CCWSC, or CC WSC. Failure on the part of the Member to observe these rules and regulations of the Corporation, after due notice of such failure, automatically gives the Corporation the authority to discontinue the furnishing of service provided herein.
4. **Corporation By-laws.** The Corporation has adopted by-laws which establishes the make-up of the Board of Directors, establishes the membership voting rights, provides for annual regular meetings, provides for reserve accounts, and establishes the rights of the members and other important regulations of the water system. These by-laws are included by reference herein, as amended from time to time, and are on file for inspection in the Corporation's office.
5. **Statement of Fire Protection Responsibility.** Fire hydrants installed within the Corporation's distribution system are provided at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet fire flow requirements of local, county, state, or federal governmental agencies. (Optional) Fire Hydrants paid for by individuals or groups of individuals and donated to the Corporation for county volunteer fire department use shall remain in place for such use as "refill only" of fire trucks. The Corporation reserves the right to remove any fire hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors.

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

**SECTION C: DEFINITIONS**

**APPLICANT-** Person, partnership, cooperative corporation, corporation, agency, public or private organization of any character applying for service with Country Club Water Supply Corporation.

**BOARD OF DIRECTORS-** The Board of Directors elected by the Members of the Country Club Water Supply Corporation.

**CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN)-** The authorization granted under Chapter 13 of the Texas Water Code for CC Water Supply Corporation to provide water utility service within a defined territory. CC Water Supply Corporation has Certificate number 11331. Territory defined in the CCN shall be the Certificated Service Area.

**CORPORATION-** The Country Club Water Supply Corporation.

**DISCONNECTION OF SERVICE-** The locking or removal of a water meter to prevent the use of water by a Member/User.

**EASEMENT-** A private, perpetually dedicated right-of-way for the installation of water pipelines and necessary facilities, which allows access to property for future maintenance, facility replacement, and/or installation of additional pipelines (if applicable).

**FINAL PLAT-** A complete and exact plan for the subdivision of a tract of land into lots for marketing which has been approved by all regulatory agencies having jurisdiction over approval of the design, planning, and specifications of the facilities of such subdivision. The Country Club Water Supply Corporation shall determine if a plat submitted for the purpose of this Tariff shall qualify as a final plat.

**LIQUIDATED MEMBERSHIP-** A membership in which the Membership Fee is not complete because delinquent charges have been applied against the Membership Fee. Service shall not be provided to a liquidated Member until the Membership Fee is current and paid in full.

**MEMBER-** An applicant who has received a Membership Certificate and who is receiving water utility service from Country Club Water Supply Corporation by payment of the monthly Service Availability Charge.

**DATE APPROVED:** 2-10-90

**RECEIVED**  
SEP 20 2013

CCWSC

UTILITIES & DISTRICTS  
SECTION

**RULES AND REGULATIONS-** The purpose of this document is to provide a policy document for use by the Board of Directors in operation the system and conducting its business and to keep the Corporation's customers generally informed on policies and procedures. This document will be amended, expanded and republished periodically, as required.

**SERVICE APPLICATION AND AGREEMENT-** A written agreement between the Member and the Corporation outlining the responsibilities of each party regarding the service of water.

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

**TRANSFeree-** An Applicant receiving a Country Club Water Supply Corporation Membership Certificate and the right to water utility service at the location previously held by another Member. Transferee shall qualify under the terms of this Tariff before the Corporation shall qualify the Transferee as a Member.

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

**DATE APPROVED:** 2-10-90

**CCWSC**  
ORIGINAL SHEET NO. D-1

**SECTION D: GEOGRAPHIC AREA SERVED**

The Area- The Area encompassed by the two existing streets which constitute the present Country Club North, including all properties fronting on two streets, but not further to the West from Country Club North, along the center line of said County Road, past the turn at the Metro East Real Estate office to, but not including, the Railroad property line. Thence along this line southeast to Elevation 322 (Cedar Creek Lake take line) follow the meandering lake shore line to a point where the property line of Lot 31, Briarwood Drive, Country Club Shores Addition II, extended, intersects the Shoreline (Elevation 322), thence along this property line to the fence which marks the Northwest boundary of the Cedar Creek Country Club Golf Course, thence along this fence line to its intersection with the swamp/drainage depression to the West of Tee No. 5, thence along this drainage depression to point of beginning at Country Club North.

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

ORIGINAL SHEET NO. E-1

## SECTION E: SERVICE RULES AND REGULATIONS

1. Application Procedures and Requirements. For the purpose of this Tariff, service requested by an Applicant and provided by the Corporation shall be divided into the following two (2) classes with requirements for application as listed:

A. Standard Service is defined as a single residential tap on an existing pipeline where pipeline or service facility extensions are not required. Standard Service may also be defined as a tap where a pipeline extension or road boring is required, but the Corporation determines that the extension does not warrant full or partial compliance with the Service Extension Section of this Tariff. Requirements for Standard Service shall be as follows:

(1) The Corporation's Standard Service Application and Agreement Form shall be completed in full and signed by the Applicant.

(2) A Right-of-Way Easement Form, approved by the Corporation, must be completed by the Applicant for allowing future extensions or facility additions to improve or provide service to future applicants.

(3) The Applicant shall provide proof of ownership or title to property for which service has been requested in a manner acceptable to the Corporation.

B. Non-Standard Service is defined as any service applied for or provided which is not Standard Service. Service requirements as prescribed by Section F of this Tariff shall be met by the Applicant prior to extension of such pipelines and/or service facilities.

C. Requirements of Standard and Non-Standard Service:

(1) All Service Applications approved and cost of service fees quoted by the Corporation shall stand approved at quoted costs for a period not to exceed thirty (30) days. After thirty (30) days, each Applicant shall re-apply for service under the terms of this Tariff.

**RECEIVED**  
SEP 23 2013

UTILITIES & DISTRICTS  
SECTION

**DATE APPROVED:** 2-10-90

**CCWSC**  
ORIGINAL SHEET NO. E-2

(2) If the water main has been located in the public right-of-way, and is adjacent to the Applicant's property due to the Applicant's previous refusal to grant an easement to the Corporation for the purposes of installing the water main and appurtenances, the Applicant, prior to receiving the requested service, shall grant easement to the Corporation. IN addition to the normally required fees for service, the Applicant shall pay such sums as are necessary for the removal of the water main from the public right-of-way and for re-installation onto the applicant's property. The Corporation shall retain the right to delay relocation of existing facilities onto the private easement.

2. Activation of Standard Service.

A. New Tap- The Corporation shall charge a non-refundable installation fee as stated in Section G of this Tariff. (There is also a Membership Fee of \$100.00 that is refundable.) The installation fee shall be quoted to the Applicant after a service investigation has been conducted by the Corporation. The meter installation fee shall be paid in advance of installation.

B. Re-Service- The Corporation shall charge only for Membership Fee, labor materials, back-charges, and penalties to restore service for a terminated account provided the application for service restoration is made no more than 3 months from the time of termination. After 3 months, the application shall be considered under the same terms as a new service application.

C. Performance of Work- All tap and equipment installations shall be specified by the Corporation and shall be completed by the Corporation staff or the Corporation's designated representative. The tap shall be completed within ten (10) working days after receipt of payment of quoted installation fees.

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

4. Membership.

A. Eligibility- The Corporation shall grant Membership only to owners of real property on which the requested Standard or Non-Standard Service is to be provided. Eligibility for Membership shall not guarantee service to the Applicant.

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FEB 25 2013

UTILITY DISTRICTS  
SECTION

DATE APPROVED: 2-10-90

CCWSC  
ORIGINAL SHEET NO. E-3

B. Membership in the Corporation entitles the Applicant to one connection to the Corporation's water main and one (1) share of Corporation stock. The Membership also entitles the Member to one (1) vote (only one vote per Member) in conducting of any Annual or special Membership Meeting of the Corporation as prescribed by the Corporation By-Laws.

C. Transfers

(1) A Member is entitled to transfer membership in the Corporation without the prior approval of the Corporation only under the following circumstances:

- (a) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
- (b) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
- (c) The Membership is transferred without compensation or by sale to the Corporation; or
- (d) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

(2) In the event that Membership is transferred pursuant to the provisions of Sub-Section 4.c. (1) such transfer shall not be completed or recorded on the books and records of the Corporation until such time as the transferor has provided satisfactory evidence to the Corporation of such transfer.

(3) Any transfer of Membership set forth in Sub-Section 4.c. (1) and 4.c.(2) shall be subject to approval of the Corporation and shall be recorded on the books and records of the Corporation only upon the following terms and conditions:

- (a) A Transfer Authorization Form has been completed by the Transferor and Transferee,
- (b) The Transferee has completed the required Application Packet, and
- (c) All indebtedness due the corporation has been paid
- (d) The Membership Certificate has been surrendered, properly endorsed, by the Transferor.

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

DATE APPROVED: 2-10-90

CCWSC  
ORIGINAL SHEET NO. E-4

(e) In the event the existing Member requests a membership refund, the Corporation shall require the new Member to deposit with the Corporation another Membership Fee equal to the Membership Fee as quoted in the Corporation's current By-Laws.

D. Cancellation of Membership- To keep a membership in good standing, a Service Availability Charge must be paid monthly to the Corporation, whether or not water is used. Failure to pay the monthly Service Availability Charge to the Corporation shall jeopardize the member's membership standing and give rise to liquidation of the Membership Fee. A member may be relieved of this obligation to pay by surrendering the Membership Certificate, properly endorsed, to the Corporation. The member shall complete a Service Discontinuance Request Form prior to termination of service. All fees, charges, and rates previously paid for service at such location shall be forfeited to the corporation and rights to future service at this tap shall be extended on an as available basis and subject to the terms of this Tariff.

E. Liquidation Due to Delinquency- When the amount of monthly Service Availability charges, gallon age charges, penalties, and service fees owed by the Member equals the Membership Fee, Membership Fee shall be liquidated and the Membership canceled and transferred back to the Corporation. In the event the member leaves a balance due on an account guaranteed under the terms of a Standard Service Application and agreement, and the delinquent Member owns more than one Membership Certificate, the corporation may liquidate as many of the Member Guarantor's Membership Fees as necessary to satisfy the balance due the Corporation.

5. Owners and Renters. Any Country Club Water Supply Corporation Member renting or leasing property to other parties is responsible for all charges due the Corporation in the event a renter or lessee leaves the corporation with any unpaid bills. The corporation will bill the renter or lessee for water service as a third party, but the member is fully responsible for any and all unpaid bills left by the renter/lessee. The Member shall take responsibility for any necessary deposits from the renter/lessee to ensure payment of a past due bill. The corporation may notify the member of the renter's past due payment status subject to service charges.

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

DATE APPROVED: 2-10-90

CCWSC  
ORIGINAL SHEET NO. E-5

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

A. Failure of the Applicant or Transferee to complete all required forms and to pay all required fees and assessments.

B. Failure of the Applicant or Transferee to comply with rules, regulations, policies, and By-Laws of the Corporation.

C. Existence of a hazardous condition at the applicant's property which would jeopardize the welfare of the Members/Users of the Corporation upon connection.

D. Failure of the Applicant or Transferee to comply with all governmental rules and regulations of the Corporation on file with the state regulatory agency governing the service applied for by the Applicant.

E. Failure of the Applicant or Transferee to provide proof of ownership, to the satisfaction of the Corporation, of property for which the tap has been requested, and/or

F. The Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.

G. If the Applicant or Transferee refuses to make a deposit under these rules.

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

8. Insufficient Grounds for Refusal of Service. The following shall not constitute sufficient cause for the refusal of service to an Applicant.

A. Failure to pay a bill to correct previous under billing due to misapplication of rates for more than six (6) months prior to the date of application;

B. Violation of the Corporation's rules pertaining to operation of non-standard equipment or unauthorized attachments which interferes with the service of others, or other services such as communication services, unless the member has first been notified and been afforded reasonable opportunity to comply with said rules; or

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

DATE APPROVED: 2-10-90

CCWSC  
ORIGINAL SHEET NO. E-6

C. Failure to pay a bill of another Member as guarantor thereof, unless the guaranty was made in writing to the Corporation as a condition precedent to service.

9. Deferred Payment Agreement. The Corporation may offer a deferred payment plan to a Member who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined as per agreement.

10. Charge Distribution and Payment Application.

A. Service Availability Charge is defined as a minimum monthly charge, which is applied from the first day of the month to the last day of the month. Charges shall be pro-rated for meter installations and service terminations falling during the calendar month. Billing for this amount shall be mailed on the 5<sup>th</sup> of the month preceding the month for which this charge is due. All Standard and Non-Standard Services shall be subject to this charge whether or not the service is in use by the Member.

B. Gallons Charge is defined as water usage in excess of the water allotment included in the Service Availability Charge. It shall be billed at the rate specified in Section G, and shall be billed in 100 gallon increments. Water charges for usage exceeding the monthly allotment 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 a designated representative. Billing for this additional usage is approximately on month behind the monthly Service Availability Charge.

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

11. Due Dates, Delinquent bills, and Service Disconnection Date. The Corporation shall read meters after the 26<sup>th</sup> day of the month and mail all bills by the 5<sup>th</sup> of the month in which the bill is due. All bills shall be due by the 15<sup>th</sup> of the month (allowing approximately 10 days to pay), at which time a penalty shall be applied as described in Section G. A bill is delinquent if payment is not received in full by the 15<sup>th</sup> due date. If payment is not received, a final notice shall be mailed allowing 10 additional days for payment prior to disconnection. The 10 additional days shall begin on the day final notice is deposited with the U.S. Postal Service with sufficient postage. If the due date for the regular or final billing is on a weekend or holiday, the next due date for the payment purposes shall be the next day the Corporation's office is open for business after said weekend or holiday.

12. Rules for Disconnection of Service The following describes the rules and conditions for disconnection of service:

a. Disconnection With Notice – Water utility service may be disconnected for any

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

of the following reasons after proper notification has been given:

1. Returned Checks – In the event a check, draft or other similar Instrument is given by a person, firm, corporation or partnership to the Corporation for payment of services provided in the Tariff, and the Instrument is returned by the bank or other institution as insufficient or Non negotiable for any reason, the Corporation shall mail via the U.S. Postal Service a notice requiring redemption of the returned instrument Within 10 days of mailing the notice to be made in the Corporation Office. Redemption of the returned instrument shall be in the form of Cash, money order, or certified check. Failure to meet these terms shall Initiate disconnection of service.
  
1. Failure to pay a delinquent account for utility service or failure to Comply with the terms of a deferred payment agreement.
  
3. 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.
  
2. Failure of the Member to comply with the terms of the Corporation's Service agreement, Tariff, By-Laws or special contract provided the Corporation has given notice of said failure to comply and Member has failed to comply within a specified amount of time after notification.

Approved 6/8/99  
CCWSC

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SEP 23 2013  
UTILITIES & DISTRICTS  
SECTION

DATE APPROVED: 2-10-90

CCWSC  
ORIGINAL SHEET NO. E-8

(5) Failure to provide access to the meter under the terms of this Tariff.

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

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

(1) A known dangerous condition exists for which it may remain disconnected for as long as the condition exists.

(2) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for non-payment; and

(3) In instance of tampering with the Corporation's meter or equipment, bypassing the meter or equipment, or other diversion of service.

Where reasonable, given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.

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

(1) Failure of the Member to pay for merchandise or charges for non-utility service provided by the Corporation.

(2) Failure of the Member to pay for a different type or class of utility service unless a fee for such service is included in the same bill.

(3) Failure of the Member to pay charges arising from an under billing occurring due to any misapplication of rates more than six (6) months prior to the current billing.

4) Failure of the Member to pay the account of any member guarantor thereof, unless the Corporation has in writing the guarantee as a condition precedent to service.

(5) Failure of the Member to pay charges arising from an under billing due to any faulty metering, unless the meter has been tampered with or unless such under

**RECEIVED**  
SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

billing charges are due to meter error.

**DATE APPROVED:** 2-10-90

**CCWSC**  
**ORIGINAL SHEET NO. E-9**

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

D. Disconnection Due to Utility Abandonment- The Corporation may not abandon a Member or a Certificated Service Area without written notice to its members and all similar neighboring utilities and approval from the Texas Water Commission.

E. 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. Each time a member seeks to avoid termination of service under this sub-section, the Member must have the attending physician call or contact the Corporation within 16 days of issuance of the bill. A written statement must be received by the Corporation from the physician within 26 days of the issuance of the utility bill. The prohibition against service termination shall last 63 days from the issuance of the utility bill or such lesser period as may be agreed upon by the corporation and Member's physician. Member shall enter into a Deferred Payment Agreement.

14. Billing Cycle Changes. The Corporation reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the Corporation.

15. Back-billing. The Corporation may back-bill a Member for up to four years (48 months) for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Member's bill. Failure to pay the most recent six (6) months billing will result in disconnection of service and the re-establishment of credit. Back-billing shall not extend beyond current membership.

**RECEIVED**  
SEP 20 2013

**UTILITIES & DISTRICTS  
SECTION**

DATE APPROVED: 2-10-90

CCWSC  
ORIGINAL SHEET NO. E-10

16. Disputed Bills. In the event of a dispute between the Member and the Corporation regarding any bill, the Corporation shall forthwith make and conduct an investigation as shall be required by the particular case, and report the results thereof to the Member. All disputes under this Sub-section must be reported to the Corporation, in writing, prior to the due date posted on said bill.

17. Inoperative Meters. Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless bypassed or tampered with, the Corporation shall make a charge for units used, but not metered, for a period not to exceed three months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

18. Bill Adjustment Due to Meter Error. The Corporation shall test any member's meter upon written request of the Member. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G of this Tariff shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment shall be made as far back as six (6) months but not exceeding current membership. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test. The Member shall complete a Meter Test Request form prior to the test.

19. Meter Tampering and Diversion. For purposes of this Section, meter tampering, by-passing, or diversion shall all be defined as tampering with the Corporation's meter or equipment, by-passing the same, or other instances of diversion, such as physically disorienting the meter, objects attached to the meter to divert service or to bypass, insertion of objects into the meter, and other electrical and mechanical means of tampering with, by-passing or diverting service. The burden of proof of meter tampering, bypassing, or diversion is on the Corporation. Photographic evidence or any other reliable and credible evidence may be used; however, any evidence shall be accompanied by a sworn affidavit by the Corporation's staff when any action regarding meter tampering as provided for in these Sections is initiated. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable. Unauthorized users of services of the Corporation shall be prosecuted to the extent allowed by law.

**RECEIVED**  
SEP 25 2013  
UTILITIES & DISTRICTS  
SECTION

DATE APPROVED: 2-10-90

CCWSC  
ORIGINAL SHEET NO. E-11  
Approved 2/10/1990 CCWSC

1. Meter Relocation.
  - a. No transfer of Membership is involved.
  - b. The property of the new location requested is owned by the current member of the meter to be moved.
  - c. That the existing tap location is contiguous to the proposed tap location.
  - d. The Member pays the actual cost of relocation plus administrative fee.
  
2. One Residential or Commercial Unit per Meter. Loan covenants with the Corporation's lenders provide that ONLY ONE residential and/or commercial unit shall be serviced through each tap.
  - a. If the Corporation has sufficient reason to believe that more than one Household/business is connected to a single meter, the Member shall be notified by mail, to the last known address, and given 30 days from issuance of the notice to reply to the notice and make proper application for a new membership, water and sewer tap to accommodate all additional residential or commercial units.
  - b. Under the rules of the Corporation, each tap to the main pipeline is a unit And monthly Availability Charge shall be paid, whether or not waters are used.
  
3. Member's Responsibility.
  - a. The Member shall provide access to the tap at all reasonable times for the Purpose of reading, installing, checking, repairing or replacing the meter. Member shall provide a key to locked gates. If the gate to the Member's premises is locked 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 entrance could not be gained and that a key should be furnished or the gate unlocked for each reading period. Should the gate remain locked for three (3) consecutive months after proper notification to the Member, then service shall be discontinued and the meter removed with no further notice.

**RECEIVED**  
SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

B. The Member shall see that all plumbing connections shall be made to comply with the Texas Department of Health Rules and Regulations. All connections shall be designed to insure against back-flow or siphonage into the Corporation's water supply. In particular, livestock water troughs shall be plumbed into the top of the trough with airspace between the discharge and the water level in the trough. Service shall be discontinued without further notice when installations are found to be in violation of this regulation until such time as the violation is corrected.

C. A Member owning more than one (1) Membership Certificate shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforced as per Standard Service Application and agreement executed by the Member.

D. The Corporation's ownership and maintenance responsibility of water supply and metering equipment shall end at the point where the Member connects to the equipment provided by the Corporation during the installation of the metering equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and provided by the Corporation shall be subject to charges as determined by the Corporation's Tariff as amended from time to time by the Board of Directors.

E. The Corporation shall require each Member to provide a cut-off valve on the Member's side of the meter for purposes of isolating the Member's service pipeline and plumbing facilities from the Corporation's water pressure. The Member's use of the Corporation's curb stop or other similar valve for such purposes is prohibited. Any damage to the Corporation's equipment shall be subject to service charges.

23. Records Location and Availability. The records of the Corporation shall be kept in the Corporation Office in Kemp, (Cedar Creek Country Club) Texas. These records may, upon request, be examined by any member of the Corporation. The records may not be removed from the Corporation's office.

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

DATE APPROVED: 2-10--90

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ORIGINAL SHEET NO. F-1

**SECTION F: EXTENSION POLICY**

1. Corporation's Limitations. All Applicants shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time and by covenants of current indebtedness.
2. Purpose. The purpose of this section is to govern agreements and service procedures for subdivisions, additions to subdivisions, or developments where service to more than one tract is necessary; and/or additional piping, service facilities, etc., are required to accommodate individual, multiple, commercial, or industrial Applicants. For the purpose of this Tariff, Applications subject o this section shall be defined as Non-Standard.
3. Non-Standard Service Application. The Applicant shall meet the following requirements prior to the initiation of a Service Agreement by the Corporation:
  - A. The Applicant shall provide the Corporation an original, signed letter showing the information pertinent to the service request. The letter shall state that the Applicant has been provided a copy of the Corporation's Tariff.
  - B. A final plat approved by the Corporation must accompany the letter showing the Applicant's requested service area. The plat must be approved by all regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such regulatory authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.
  - C. At the time the Applicant tenders the Application, a Non-Standard Service Investigation Fee (See Section G) to cover initial administrative, legal, and engineering fees shall be paid to the Corporation. The balance of actual expenses shall be refundable to the Applicant and any additional expenses incurred as a result of efforts by the Corporation to study service requirements of the Applicant shall be paid by the Applicant.

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

**DATE APPROVED:** 2-10-90

**CCWSC**  
ORIGINAL SHEET NO. F-2

D. If after the service investigation has been completed, the Corporation determines that the Applicant's service request for property is outside the Corporation's Certificated Service Area of Public Convenience and Necessity, service may be extended provided that:

- (1) The service location is contiguous to the Corporation's Certificated Service Area of Convenience and Necessity.
- 2) The service location is not in an area receiving similar service from another utility, and
- (3) The service location is not within the Area of Public Convenience and Necessity of another similar utility.

5. Design. The Corporation shall study the design requirements of the applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:

A. The Corporation's Consulting Engineer shall design all service facilities for the Applicant's requested service.

B. The Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided, however, that the actual costs of the Engineer's services do not exceed the amount of the Non-Standard Service Investigation Fee allotted for engineering services. If the Engineer's services exceed the allotted fee, the Applicant shall pay the balance of engineering fees prior to commencing with the service investigation.

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

D. The Corporation's Engineer shall design all facilities for any Applicant to meet the demand for service as platted and/or requested in the plans or plat submitted in application for service. The Corporation reserves the right to upgrade design of service facilities to meet future demands, provided, however, that the Corporation pays the expense of such upgrading above the Applicant's facility requirements.

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SEP 25 2013

**UTILITIES & DISTRICTS  
SECTION**

**DATE APPROVED:** 2-10-90

**CCWSC**  
ORIGINAL SHEET NO. F3

6. Non-Standard Service Agreement. All applications subject to this section shall enter into a written agreement which defines the terms of service prior to construction of required service facilities. Guidelines for the service agreement may include, but are not limited to:

A. Definition of all costs associated with required administration, design, construction, and inspection of facilities for water service to the applicant's service and terms by which these costs are to be paid.

B. Definition of procedures by which the applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.

C. Definition of costs associated with achieving parity with existing members of the Corporation as demonstrated in the Average Net Equity Purchase Fee Formula (Section G).

D. Definition of monthly Service Availability Charges as applicable to the service request.

E. Definition of terms by which reserved service shall be provided to the Applicant and duration of reserved service with respect to the impact the Applicant's service request will have upon the Corporation's system capability to meet other service requests.

F. Definition of terms by which the Applicant shall be reimbursed for Average Net Equity Purchase Fees on a per tap basis.

G. Definition of terms by which the Corporation shall administer the applicant's project with respect to:

- (1) Design of the Applicant's service facilities
- (2) Securing and qualifying bids
- (3) Execution of the Service Agreement
- (4) Selection of a qualified bidder for construction
- (5) Dispensing advanced funds for construction of facilities required for the Applicant's service
- (6) Inspection construction of facilities, and
- (7) Testing facilities and closing the project

H. Definition of terms by which the Applicant shall indemnify the Corporation from all third party claims or lawsuits in connection with the project contemplated.

I. Definition of terms by which the Applicant shall deed all constructed facilities

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

to the Corporation and by which the Corporation shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.

**DATE APPROVED:** 2-10-90

**CCWSC**  
ORIGINAL SHEET NO. F-4

J. Definition of terms by which the Applicant shall grant title or easement for right-of-ways and facility sites and/or terms by which the applicant shall provide for the securing of required right-of-ways and sites.

K. Definition of terms by which the Board of Directors shall review and approve the Service Agreement pursuant to current rules, regulations, and by-laws.

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

A. If the Corporation determines that right-of-way easements or facility sites outside the Applicant's property are required, the Corporation shall require the Applicant to secure easements or title to facility sites on behalf of the Corporation. All right-of-way easements and property titles shall be researched, validated, and filed by the Corporation at the expense of the applicant.

B. All facilities installed in public right-of-ways on behalf of the Applicant, due to inability to secure private right-of-way easements, shall be subject to costs equal to the original cost of facility installation for those facilities in public right-of-ways, plus the estimated cost of future relocation to private right-of-ways, provided, however, that funds are not received at a later date from other sources for such relocation.

C. The Corporation shall require an exclusive dedicated right-of-way on the Applicant's property (as required by the size of the planned facilities and as determined by the Corporation) and title to property required for other on-site facilities.

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

**DATE APPROVED:** 2-10-90

**CCWSC**  
ORIGINAL SHEET NO. F-5

**RECEIVED**  
SEP 25 2013

**UTILITIES & DISTRICTS  
SECTION**

8. Bids for Construction. The Corporation's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with, or without charge, to prospective bidders. Although the Corporation reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest and best bidder in accordance with the following criteria:

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

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

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

D. The Contractor shall supply favorable references acceptable to the Corporation, and

E. The Contractor shall qualify with the corporation as competent to complete the work

9. Prepayment for Construction and Service. After the applicant has executed the Service Agreement, the Applicant shall pay to the Corporation all costs necessary for completion of the project prior to construction and in accordance with the terms of the Service Agreement.

10. Construction.

A. All roadwork pursuant to county and/or municipal standards (if applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of the Applicant's facilities.

B. The Corporation shall, at the expense of the Applicant, inspect the facilities to insure that the Corporation standards are achieved.

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

**RECEIVED**  
SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

AMENDED SHEET NO. F-6

SECTION F: RATE SCHEDULES FOR WATER SERVICE

1. **Metered Service/Sewer Service.** The monthly minimum charge for water service including the first 2,000 gallons is \$25.00 for residential or commercial unit. The charge for 2,001 plus is billed at \$5.75 per 1,000 gallons. (Board of Decision to be effective 2-1-06). The monthly minimum shall be charged when service has been established. The monthly sewer service is \$24.00. (Board decision effective 9-1-06)
2. **Late Payment Penalty.** A penalty of \$5.00 will be made on delinquent bills. This late payment will not be applied to any balance to which penalty was applied in a previous billing.
3. **Returned Check Charge.** A charge of \$20.00 (effective 5-12-09 which is when First State Bank increased their fee) will be made for checks returned for insufficient funds or any other reason.
4. **Reconnect Fee.** If a member's meter is disconnected by the Corporation, a reconnect fee of \$35.00 will be charged before the member will be reconnected. If a member requests that his/her meter be overlocked, a fee of \$7.50 to lock and a fee of \$7.50 to unlock.
5. **Membership Fee.** At the time of application for service is completed and submitted, a membership fee of \$100.00 (refundable) must be paid before the application for service will be accepted by the Corporation.
6. **Water Connection/Sewer Connection.** There will be a charge of \$2300.00 for water connection (tap) and a charge of \$700.00 for a sewer connection.
7. **Meter Installation Fee.** There is no charge for meter installation for initial regular meter service. The tape includes the meter and installation of same on the same side of the road as the main. If a road bore is needed to establish service on the other side of the road, the actual cost of the bore will be added to the meter installation fee. Meter installation fees for larger size meters will be the actual cost of such installation.
8. **Transfer Fee.** There will be a transfer fee of \$25.00 (non refundable) and a membership fee of \$100 (refundable) when a meter is transferred from an existing member (transferor) to a new member (transferee).
9. **Moving Existing Meter.** To move an existing meter that requires making a new tap will be charged \$400.00. If the move does not involve or require a new tap extending from the line, the charge will be \$100.00 (Board decision 8-14-01)

RECEIVED  
SEP 25 2013  
UTILITIES & DISTRICTS  
SECTION

**AMENDED SHEET NO. G-1**

Approved 2/10/1990

Approved 11/08/2011

**SECTION G: RATES AND SERVICE FEES**

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

1. **SERVICE INVESTIGATION FEE.** The Corporation shall conduct a service investigation for each service application submitted at the Corporation Office and report the results under the following terms:
  - a. All Standard Service Applications shall be investigated without charge and all costs for installation shall be quoted to the applicant within ten days of application.
  - b. All Non-Standard Service applications shall be subject to a fee, unique to each project of sufficient amount to cover all administrative, legal and engineering fees associated with investigation of the Corporation's ability to deliver service to the applicant, provide cost estimate bids for the project, present a Non-Standard Service Agreement to the applicant within a suitable amount of time determined by the complexity of the project. (See section F).
2. **MEMBERSHIP FEE.** At the time of application for service is completed and submitted a Membership Fee of \$100 (refundable) plus a \$2300.00 (Board approved 10/1/97) Buy-In (Water connection) fee must be paid before the application for service shall be accepted by the Corporation on a per lot or meter equivalency basis. A fee of \$700.00 (sewer connection) must be paid at the time of application for service shall be accepted by the Corporation on a per lot equivalency basis.
3. **EASEMENT.** When the Corporation determines that a private right-of-way easement and/or facilities site are necessary to provide service to the application; the applicant shall be required to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities in behalf of the applicant.
4. Line breaks that occur as a result of a Member's action or by a contractor

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SEP 25 2013

**UTILITIES & DISTRICTS**

hired by a member are as follows:

- a. During working hours (8 AM – 4 PM Monday – Friday)
  - i. \$25.00 for the 1<sup>st</sup> hour or partial hour then \$25.00 per hour until repair is completed.
- b. After Hours (after 4 PM and Weekends)
  - i. \$50.00 for the 1<sup>st</sup> 2 hours then \$25.00 per hour until repair is completed.

**DATE APPROVED:** 2-10-90

**CCWSC**  
AMENDED SHEET NO. G-2

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

A. Standard Service shall include all current labor, materials, engineering, legal, and administrative fees necessary to provide individual metered service and shall be charged on a per tap basis. The installation fee shall be quoted to the Applicant after a service investigation has been conducted.

B. Non-Standard Service shall include any and all construction, labor and materials, administration, legal, engineering, Membership, buy-in, and monthly Service Availability Fees as determined by the Corporation under the rules of Section F of this Tariff.

C. Standard and Non-Standard Service installations shall include all costs of any pipeline relocations as per Section E.1.(2) of this Tariff.

5. Buy-In Fee. Each Applicant shall be required to achieve parity with existing Members of the Corporation by paying an amount equal to the capital contribution of each Member as demonstrated in the Average Net Equity Purchase Fee Formula.

Total Cash Funds for Future Improvements plus (+)  
Total Fixed Assets of the Corporation minus (-)  
Accumulated Depreciation minus (-)  
Applicant's Capital Contribution minus (-)  
Outstanding Corporation Debt Principle divided by  
Total Number of Existing Members equals (=)  
Average Net Equity Purchase Fee (Buy-in Fee)

6. Standard and Non-Standard Service Availability Charges.

A. Standard Service Availability Charges- The Service Availability Charge (minimum monthly charge) for metered water service, including the first 2,000 gallons,

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SEP 25 2013  
UTILITIES & DISTRICTS  
SECTION

is based on meter size and is as follows:

(a) 5/8" x 3/4" meter- \$10.00

B. Non-Standard Service Availability Charges- The Corporation shall charge a monthly Service Availability Charge to all Applicant's based on the Corporation's monthly operating costs to service the Applicant's dedicated facilities on a per lot basis, and thereby reserving service to the Applicant's service area. This fee is determined on a case-by-case basis but shall never exceed the monthly service Availability Charge for Standard Metered Service on a per lot/tap basis.

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**CCWSC**

AMENDED SHEET NO. G-3

C. In addition to the Standard and Non-Standard Service Availability Charge, a gallon charge shall be added to this minimum monthly charge at a rate of \$15.00 per 2,000 gallons. For any gallons over 2,000 gallons, used in any one (1) billing period shall be billed as set out in Section F.6.1. The monthly minimum shall be charged when service has been established.

7. Late Payment Fee. A penalty of \$5.00 per billing period shall be made on delinquent bills. This late payment penalty shall be applied to any unpaid balance exceeding one-half (1/2) a minimum monthly Service Availability Charge during any one billing period.

8. Owner Notification Fee. The Corporation may, at the expense of the Member, notify said Member of a renter/lessee delinquent account status prior to disconnection of service. The Owner Notification shall be \$0.00 per notification.

9. Returned Check Fee. In the event a check, draft, or any similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$20.00.

10. Reconnect Fee. The Corporation shall charge a fee of \$35.00 for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff except for activation of service under Section 3.2.b.

11. Service Trip Fee. The Corporation shall charge a trip fee of \$7.50 for any service call or trip to the members' tap as a result of a request by the Member or resident (unless the service call is in response to damage of the Corporation's or another member's facilities)

UTILITIES & DISTRICTS  
SECTION

RECEIVED  
SEP 25 2013

or for the purpose of disconnection or reconnecting service due to non-payment for services.

12. Equipment Damage Fee. If the Corporation's facilities or equipment has been damaged by tampering, bypassing, installing unauthorized taps, reconnecting service without authority, or by 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 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, materials, equipment, and other actions necessary to correct service diversion, unauthorized taps, or reconnection of service without authority. All components of this fee will be itemized, and an itemized statement shall be provided the member.

**DATE APPROVED:** 9-12-00

**CCWSC**  
**ORIGINAL SHEET NO. G-4**

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.

13. Customer History Report Fee. A fee of \$5.00 shall be charged to provide a copy of the members record of past water purchases in response to a Member's request for such a record.

14. Meter Test Fee. The Corporation shall test a Member's meter upon written request of the Member. Under the terms of Section E of this Tariff, a charge of \$50.00 shall be imposed on the affected account (to be refunded if meter is faulty).

15. Transfer Fee. An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer fee of \$25.00.

**RECEIVED**  
**SEP 25 2013**  
**UTILITIES & DISTRICTS**  
**SECTION**

DATE APPROVED: 2-10-90

CCWSC  
ORIGINAL SHEET NO. H-1

## SECTION H: EMERGENCY RATIONING PROGRAM

The following water-rationing program is adopted for emergency use only during periods of acute water shortage.

1. Declaration of Emergency. When a system demand exceeds production or storage capability measured over a twenty-four (24) hour period, and refilling the storage facilities is rendered impossible, OR when the Corporation is notified by its wholesale supplier of a cutback in water to be delivered to such an extent that normal use patterns will no longer be possible, the Corporation may declare an emergency to exist, and thereafter ration water in the following manner.

2. Notice Requirements. Written notice of the proposed rationing shall be mailed or delivered to each Member seventy-two (72) hours before the Corporation actually starts the program, and shall also be placed in a local newspaper. The Member notice shall contain the following information:

- A. The date rationing shall begin
- B. The date rationing shall end
- C. The stage (level) of rationing to be employed, and
- D. A copy of this rationing authority

3. Stage Levels of Rationing.

A. STAGE I (Mild Rationing Conditions)- Alternate day usage of water for outdoor purposes such as lawns, gardens, car washing, etc. The provisions for alternate day use shall be specified by the Corporation in the written notice.

B. STAGE I-A (Limited Water Usage)- The Corporation may limit water usage to a gallon age determined by the water plant's mechanical capability to provide continuous service pro-rated over all members served by the water plant. Water restrictors may be installed for members that exceed the limited gallon age determined by the system's mechanical capability. A flow restrictor shall be installed at the Member's expense (not to exceed actual cost or \$50.00). Tampering with the flow restrictor will result in water service termination for seven (7) days. The normal Reconnection Fee (Service Trip Fee) of the Corporation shall apply for restoration of service. The maximum number of gallons per meter per month shall be contained in the notice to each Member.

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION

C. STAGE II (Moderate Rationing Conditions)- All outdoor water usage is prohibited; however, usage for livestock is exempt.

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SEP 25 2013

UTILITIES & DISTRICTS  
SECTION