

SECTION G. RATES AND SERVICE FEES

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

1. ***Additional Assessments.*** In the event any federal, state or local government imposes on the Corporation a “per meter” fee or an assessment based on a percent of water/sewer charges, this fee or assessment will be billed and collected as a “pass through” charge to the customer.
2. ***Assessments.*** – If at the end of the fiscal year, or in the event of emergency repairs, the Board of Directors determines the total amount derived from the collection of water 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 or as may be required by Rural Development, so that the sum of such assessments and the amount collected from water and other charges is sufficient to fully pay all costs of the operation, maintenance, replacement, and repayment on indebtedness for the year’s operations. (See Article XVIII of USDA Model Bylaws, Section 1 Rev. 12-2011)
3. ***Customer History Report Fee.*** A fee of (See attached Rate Schedule) shall be charged to provide a copy of the Members record of past account information in response to a Member’s request for such a record.
4. ***Customer Service Inspection Fee.*** A fee of (See attached Rate Schedule) will be assessed each Applicant before permanent continuous service is provided to new construction or any major remodeling that includes plumbing.
5. ***Easement Fee.*** When the Corporation determines that private right-of-way easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure easements in behalf of the Corporation and/or pay all costs incurred by the Corporation in validating, clearing, and retaining such right-of-way in addition to tap fees otherwise required pursuant to the provisions of this Tariff. The costs may include all legal fees and expenses necessary to attempt to secure such right-of-way and/or facilities sites in behalf of the Applicant. (See Sections E.28. and F.8. b.)
6. ***Equipment Damage Fee.*** If the Corporation’s facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair, replacement, and other Corporation actions. This fee shall be charged and paid before service is re-established. If the Corporation’s equipment has not been damaged, a fee equal to the actual costs for all labor, material, equipment, and 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 and tenant if an Alternate Billing Agreement is in place. 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.
7. ***Equity Buy-In Fee.*** In addition to the Membership Fee, each Applicant for new service that requires a new service tap shall be required to achieve parity with the contributions to the construction or acquisition of the Corporation’s assets related to capacity that have been made previously by existing Members. This fee shall be assessed immediately prior to providing service on a per service unit basis for each service requested and shall be assigned and restricted to that property for which the service was originally requested. This fee shall be set aside for future capacity improvements such as line upgrades, new tanks, treatment, or production. The formula applied to such fee calculated annually after receipt of the system audit is as follows:

Sample Calculation:

Total Contributions and Assets of the Corporation minus (-)
 Accumulated Depreciation minus (-)
 Outstanding Corporation Debt Principle minus (-)
 Developer Contributions minus (-)
 Grants received divided by
 Total Number of Members / Customers equals = Average Net Equity Buy-In Fee

a. Water Fee is (See attached Rate Schedule)

8. **Fire Suppression Meter.** A member may request the installation of a water meter for the sole purpose of supplying water to a Fire Suppression system. The Fire Suppression meter shall have a monthly minimum equivalent to that of a standard 5/8" x 3/4" residential meter and shall receive the same number of gallons as a standard 5/8" x 3/4" residential meter with that monthly minimum. In the event that the meter is used beyond the monthly minimum the member shall pay the same rate for the water used as any standard residential meter. The Membership Equity Fee shall be charged for the installation of a Fire Suppression meter as follows (Fire Meter Equivalents x Current Membership Equity Fee, See attached Rate Schedule):

Meter Size	Fire Meter Equivalents	Membership Equity Fee
1"	1.0	\$ 2,620.15
2"	2.0	\$ 5,240.30
3"	3.0	\$ 7,860.45
4"	4.0	\$10,480.60
6"	6.0	\$15,720.90
8"	8.0	\$20,961.20
10"	10.0	\$26,201.50

9. **Franchise Fee Assessment.** A percentage of the amount billed for water service will be assessed each customer whose meter is located inside the corporate limits of the City of Forney, Texas, or the City of Mesquite, Texas, as required by the City's ordinance requiring a franchise fee.
10. **Information Copy Fee.** A fee for the copying of any public information will be charged to the person requesting that information in compliance with the cost rules of the Texas Government Code Section 552.261 et. seq.

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

a. **Standard Service** shall include all:

1. Tap fee – all current labor and materials necessary to provide individual metered water or wastewater service
2. Engineering fee
3. Legal fee
4. Customer service inspection fee
5. Administrative costs
6. Any additional site-specific equipment or appurtenances necessary to provide water or waste water service.

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

b. **Non-Standard Service** shall include any and all:

1. Facility Improvement Costs: including but not limited to tanks, piping, main

- lines, hydrants, and other labor materials necessary to provide service at the level required by water code and as requested by the Applicant;
2. Line and Facility Inspection fees;
 3. Administrative costs: including but not limited to contract administration costs; processing invoices, and disbursement of checks to contractors;
 4. Legal Fees: including but not limited to contract development, easements, water rights, permits, and CCN amendments for the area;
 5. Any additional site-specific equipment or appurtenances necessary to provide water or waste water service;
 6. As determined by the Corporation under the terms of Section F. of this Tariff (includes tap fees).

Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations as per Section E. 3. e. of this Tariff.

12. **Late Payment Fee.** Once per billing period, a penalty of (See attached Rate Schedule), shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period.

NOTE: The Corporation cannot charge political subdivisions and state agencies the late payment fee. (Texas Government Code Chapter 2251.021 and Sec. E. 13.)

13. **Leak Adjustments.** A Member that suspects and locates a leak on their side of the meter must contact the Markout WSC office. An employee of the Corporation will verify the leak and upon repair of the leak an employee of the Corporation will verify that those repairs have been made. The Member must submit their request for a leak adjustment in writing to the office. The following calculation will be used to determine the amount of the adjustment:

- The Member's previous three-month average bill will be calculated.
- The Member will be charged for the average usage for the billing period according to the current water rates listed in the Approved Rate Schedule within the tariff.
- The excess usage above the average usage will be charged at the lowest water rate listed in the Approved Rate Schedule within the tariff.

The Manager of the Corporation will consider leak adjustments only once each twelve-month period. The Corporation will consider leak adjustments involving a Member's sprinkler or irrigation system only once each five (5) year period. The adjustment will be calculated just as a non-sprinkler/irrigation system leak by using the three months prior bills, obtaining an average usage, and charging at the lowest water rate.

Negligent practices such as leaving a water hose pressurized or leaving faucets running will not be considered as a leak and will not be eligible for an adjustment.

14. **Line Extension Reimbursement Fee.** An approved Applicant may have to pay on a prorated basis a line reimbursement fee to the Corporation for the purpose of reimbursing a member or other party that made the initial capital outlay to extend service to that area.
15. **Membership Fee.** At the time the application for service is approved, a refundable Membership Fee must be paid for each service requested before service shall be provided or reserved for the Applicant by the Corporation. The membership fee cannot be more than 12 times the minimum monthly base rate (see chart in Subsection 17 below).
16. **Meter Tampering and Damage to Property Penalty.** In addition to the Equipment Damage Fee, the Corporation may charge a penalty for "Tampering" as defined in Section E 22. The penalty may only be assessed against the person who committed the Tampering. An owner cannot be assessed for the

Tampering committed by their tenant. The penalty shall not exceed six (6) times the Base Rate.

17. **Monthly Charges.**

a. **Service Availability Charge / Base Rate**

(1) Water Service - The monthly charge for standard metered water service is for a 5/8" by 3/4" meter which may or may not include allowable gallonage. The 5/8" X 3/4" meter charge is used as a base multiplier for larger non-standard meters in accordance with the following chart based on American Water Works Association maximum continuous flow specifications:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	MONTHLY RATE
5/8" X 3/4"	1.0	\$ 41.25
3/4"	1.5	\$ 61.88
1" (standard)	1.5	\$ 63.38
1" (non-standard)	2.5	\$ 103.13
1 1/2" (non-standard)	5.0	\$ 206.25
2" (non-standard)	8.0	\$ 330.00
3" DISP.	9.0	\$ 371.25
3" CMPD.	16.0	\$ 660.00
3" TURB.	17.5	\$ 721.88
4" CMPD.	25.0	\$1,031.25
4" TURB.	30.0	\$1,237.50
6" CMPD.	50.0	\$2,062.50
6" TURB.	62.5	\$2,578.13
8" CMPD.	80.0	\$3,300.00

(2) Sewer Service - The monthly charge for standard sewer service on a per tap basis is as follows:
To be determined at time sewer service is available.

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

(1) Water – See attached Rate Schedule

(2) Sewer – See attached Rate Schedule

(3) The Corporation shall, as required by Texas Water Code Section 5.701, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water or wastewater service. This charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G. 17. Monthly Charges of this Tariff. (16 TAC 291.76(d))

c. **Customer Notice Provisions.** The Corporation shall give written notice of monthly rate changes by mail or hand delivery to all consumers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, and date of Board authorization.

18. **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 (See attached Rate Schedule) shall be imposed on the affected account in addition to two trip fees (one to remove and one to replace the meter).

19. **Non-Disclosure Fee.** A fee of \$0.00 shall be assessed any Member or tenant requesting in writing that personal information under the terms of this tariff not be disclosed to the public.

20. **Other Fees.** All services outside the normal scope of utility operations that the Corporation may be

compelled to provide at the request of a customer or Member shall be charged to the recipient based on the cost of providing such service.

21. **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 Fee shall be (See attached Rate Schedule) per notification. (See Miscellaneous Transaction Forms.)
22. **Reconnect Fee.** The Corporation shall charge a fee of (See attached Rate Schedule) for reconnecting service after the Corporation has previously disconnected the service for any reason provided for in this Tariff. (See Section E. 1. B. Re-Service)
23. **Regulatory Assessment.** A fee of 0.5% of the amount billed for water/sewer service will be assessed each customer; this assessment is required under Texas law and TCEQ regulations. **NOTE:** The regulatory assessment is not to be collected from state agencies, wholesale customers, or buyers of non-potable (not drinkable) water. (Ref. TCEQ RG-199 revised Oct. 2002; TCEQ Section 291.76 (c))
24. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the Corporation for payment of services provided for in this Tariff, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of (See attached Rate Schedule). (See Miscellaneous Transaction Forms)
25. **Seasonal Reconnect Fee** – Base Rate multiplied by the number of months during which service is suspended, not to exceed nine (9) months during any twelve (12) consecutive months.
26. **Service Investigation Fee.** The Corporation shall conduct a service investigation for each service application submitted at the Corporation office. An initial determination shall be made by the Corporation, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:
 - a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
 - b. All Non-Standard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees associated with investigation of the Corporation's ability to deliver service to the Applicant to;
 - (1) provide cost estimates of the project,
 - (2) to present detailed plans and specifications as per final plat,
 - (3) to advertise and accept bids for the project,
 - (4) to present a Non-Standard Service Contract to the Applicant, and
 - (5) to provide other services as required by the Corporation for such investigation. A Non-Standard Service Contract shall be presented to the Applicant within a suitable amount of time as determined by the complexity of the project. (See Section F.)
27. **Service Trip Fee.** The Corporation shall charge a trip fee of (See attached Rate Schedule) for any service call or trip to the Member's tap as a result of a request by the Member or resident for response to damage of the Corporation's or another Member's facilities, for customer service inspections due to suspicion of meter tampering, bypass or diversion of service, or for the purpose of disconnecting or collecting payment for services. For service trips that extend beyond one hour, such as when an extended line location is required, the Corporation shall charge (See attached Rate Schedule) per employee per hour for each additional hour required.
28. **Transfer Fee.** An Applicant for service who is a Transferee shall complete all required application forms, etc., and pay a Transfer Fee of (See attached Rate Schedule).
29. **Usage Graphs.** Customers may request one water usage graph, free of charge, every five years, to be used at their discretion. Additional graphs will be billed at \$50.00 each.

**SECTION G – RATE SCHEDULE
MARKOUT WATER SUPPLY CORPORATION
Effective 10/1/2018**

Office Hours: Monday – Thursday 8:00 a.m. – 5:30 p.m.
 Mailing Address: PO Box 907, Forney, TX 75126
 Office Address: 10371 Walnut Lane, Forney (do not use this address to mail payments)
 Phone: (972) 564-1250
 Fax: (972) 552-2777
 Web: www.markoutwsc.com

WATER RATES*

Minimum/Base Rate*:
 Standard 5/8x3/4” Meter \$41.25 per month with 3,000 gallons
 Standard 1” Meter 63.38 per month with 3,000 gallons
 Non-Standard 1” Meter 103.13 per month with -0- gallons
 Non-Standard 1½” Meter 206.25 per month with -0- gallons
 *does not include TCEQ Regulatory Fee of .005%

ADDITIONAL USAGE (per 1,000 gal)*:

3,001 – 20,000 gallons: \$7.25
 20,001 – 40,000 gallons: \$8.25
 40,001 – and up: \$9.25

CAREFLITE AMBULANCE SERVICE

A fee of \$1.00 is added each billing period for the CareFlite Ambulance Service. Any member who wishes to opt out of this service must come to the office during regular business hours and sign a form to discontinue this service.

MEMBERSHIP TRANSFER

- \$50.00 - Sale of property requires a membership transfer along with a copy of the deed to the property. To transfer service, the account must be paid in full, the transfer fee paid, and the seller and buyer must execute a transfer form to transfer the membership. It is the responsibility of the seller and buyer to contact the office to transfer service to prevent an interruption in service. If seller does not comply, the Corporation has the right to discontinue services to the property, disconnect service and liquidate the membership fee.

FEES FOR SERVICE:

Administrative Fee\$50.00 (includes disconnect/reconnect fee)
 After Hours/Extended Hours Fee\$50.00/employee/hour
 Alternate Billing Fee\$35.00
 Copies (per page) (Members)\$1.00 Governmental Officials – no charge
 Customer History Report Fee\$5.00
 Customer Service Inspection\$60.00
 Equity Buy-in Fee.....\$2,620.15
 Faxes (per page).....\$1.00
 Graph/Data Log Fee..... 1 free per 60 months/\$60.00 each additional
 Late Fee\$20.00
 Membership Fee\$250.00
 Membership Transfer Fee\$50.00
 Meter Replacement Fee\$250.00 minimum (depends on meter size)
 Meter Set Fee – Non-Standard (includes tap fee)\$500.00
 Meter Set Fee – Standard (for existing tap)\$250.00
 Meter Tampering Fee\$60.00 plus damages
 Meter Test Fee\$120.00
 Returned Check Fee.....\$45.00
 Road Bore and/or Road Crossing (estimated minimum)\$1,500.00
 Service Investigation Fee Less than 3 = \$1,500.00 More than 3 connections = \$2,500.00
 Service Trip Fee.....\$50.00
 Temporary Service Fee Deposit\$100.00
 Temporary Service Reconnect & Disconnect Fee\$50.00

(Continued on next page)

**SECTION G – RATE SCHEDULE (Continued)
MARKOUT WATER SUPPLY CORPORATION**

BILLING PROCEDURES

The meters are read on or around the 15th day of each month. The bills are mailed on or around the 26th day of each month for the previous period usage. The bills are due upon receipt and are past due at the close of business on the 15th day of the following month. Payment must be in the office or postmarked by the US Postal Service by the close of business on the 15th. Payments received or postmarked after the 15th day of the month will be assessed a late charge. If payment is not received by the 16th day of the month, a Disconnect Notice will be sent. **IF PAYMENT IS NOT RECEIVED BY THE DUE DATE ON THE DISCONNECT NOTICE, SERVICE WILL BE DISCONNECTED. US POSTAL POSTMARK DOES NOT APPLY TO RECEIPT OF PAYMENT FOR DISCONNECTS.** An Administrative Fee will be assessed to any account that is not paid in full by 5:30pm the business day prior to disconnect day. To reconnect water service, the account balance including all fees must be paid in full. No service will be reconnected after business hours.

RESIDENTS LIVING WITHIN THE FORNEY CITY LIMITS HAVE THESE ADDITIONAL PASS-THROUGH FEES:

The City of Forney has entered into an agreement with Markout WSC to collect for wastewater services and solid waste disposal. Any questions about these services should be addressed to the City of Forney Utility Billing Department.*

<u>City of Forney Sewer & Sanitation Rates</u>	Effective 10/01/2018*	
Sewer Connection Fee (monthly)	\$16.00	
Sewer Usage	\$26.40**	
Sanitation (trash collection including recycle)	\$11.56	Sr. Citizen \$10.46
Sanitation Sales Tax	8.25%	

*See City of Forney website at www.cityofforney.org for more information or call (972) 564-7304.

**After one winter, the minimum sewer rate will be \$20.52 (\$16.56 for Senior Citizens). The minimum rate applies to water usage of zero to 2,000 gallons. Otherwise, the volume charge will be \$6.34 per 1,000 gallons plus a base rate of \$8.71 (\$5.81 per 1,000 gallons plus a base rate of \$8.05 for Senior Citizens). These volume rates are based on the individual customer’s average monthly water used during the preceding winter months of December, January and February (no minimum gallons included). Spring billing will show the adjusted sewer rate and this rate will be effective until the next Spring billing when sewer rate is re-calculated on the previous winter months’ water usage unless otherwise directed by Forney.

TO REPORT A LEAK, CALL THE OFFICE AT 972-564-1250

Service Interruption updates can be found on our website: www.markoutwsc.com