

**SPRINGHOLLOW MUNICIPAL UTILITY DISTRICT**

**ORDER ESTABLISHING RATES AND CHARGES AND ADOPTING RULES AND  
POLICIES REGARDING THE DISTRICT'S SYSTEMS**

(May 1, 2018)

Under Section 49.212, Texas Water Code, the Board of Directors (the "Board") of Springhollow Municipal Utility District (the "District") is authorized to adopt and enforce all necessary charges, fees or rentals for providing District facilities or services.

Under Section 54.205, Texas Water Code, the Board is authorized to adopt and enforce reasonable rules and regulations to: (i) secure and maintain safe, sanitary and adequate plumbing facilities as part of its sewer system; (ii) to preserve the sanitary condition of all water controlled by the District; and (iii) to regulate privileges on any land or easement controlled by the District.

IT IS, THEREFORE, ORDERED BY THE BOARD AS FOLLOWS:

**I. General Policies.**

A. Definitions. In addition to the terms defined in the preamble to this Order, when used in this Order,

1. "BOD" or "Biochemical Oxygen Demand" means the quantity of oxygen utilized in the biochemical oxidation of organic matter as determined by standard laboratory procedures for five days at 20° C. expressed as a concentration in mg/l.

2. "Builder" means a developer, contractor, commercial builder, or homebuilder in the District.

3. "Connection" means each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.

4. "COD" or "Chemical Oxygen Demand" means the measure of the oxygen equivalent of the organic matter content of a sample that is susceptible to oxidation by a strong chemical oxidant as determined by standard laboratory procedures as specified in Standard Methods expressed as mg/l.

5. "Commercial connection" means any property improved for a use other than one single-family or duplex residence, including a commercial or industrial development, a multi-family residential development (including apartment complexes and condominiums), a school facility, an amenity center, or any other development or structure that does not constitute one single-family or duplex residence.

6. "District's representative" means the operator for the District, another representative or employee of the District acting under the direction of the Board or the operator, or an employee of the PUA acting under the authority of a contract between the District and the PUA.

7. “District’s Drainage System” means the District’s water quality, drainage and stormwater collection facilities.

8. “District’s Systems” means the District’s Wastewater System and the District’s Drainage System.

9. “District’s Wastewater System” means the District’s wastewater collection, treatment, and disposal system.

10. “Fee Unit Equivalent” or “FUE” means one single-family residential dwelling unit or, for any other customer, its equivalent under the following schedule:

<u>Water Meter Size</u>	<u>Fee Unit Equivalent</u>
5/8” simple	1
3/4” simple	1
1” simple	2.5
1 1/2” simple	5
2” simple	8
2” compound	8
2” turbine	10
3” compound	16
3” turbine	24
4” compound	25
4” turbine	42
6” compound	50
6” turbine	92
8” compound	80
8” turbine	160
10” compound	115
10” turbine	250
12” turbine	330

11. “Grease Trap” means a receptacle, structure, or mechanical device used by a commercial customer to intercept, collect, separate, and restrict the passage of fat, oil, grease, organic, inorganic, liquid, semi-liquid, semi-solid, or solid waste from wastewater.

12. “HCMUD 5” means Hays County Municipal Utility District No. 5.

13. “HCMUD 5 Agreement” means the “Wholesale Wastewater Services and Capacity Agreement” between HCMUD 5, HM Parten Ranch LP, a Texas limited partnership, and the District, as assigned and amended from time to time.

14. “Industrial Waste Regulations” means the regulations governing the discharge of Non-Domestic Waste established by HCMUD 5, as amended from time to time and which are applicable to the District and its customers pursuant to the HCMUD 5 Agreement.

15. “mg/l” means milligrams per liter.

16. “Non-Domestic Waste” means any wastewater or discharge other than Normal Wastewater, as defined in the Industrial Waste Regulations.

17. “PUA” means the West Travis County Public Utility Agency.

18. “Residential Connection” means a separately metered single-family residence, but does not include a multi-family residence or apartment complex.

19. “Rules” means all rules and regulations adopted by the District under Section 54.205, Texas Water Code, including the provisions of this Order and the Industrial Waste Regulations.

20. “TCEQ” means the Texas Commission on Environmental Quality, or its successor agency.

21. “TSS” or “Total Suspended Solids” means the total suspended matter that floats on the surface of or is suspended in water, wastewater, or other liquid that is removable by laboratory filtering expressed in mg/l.

22. “Uniform Plumbing Code” means the Uniform Plumbing Code, 2003 Edition, as published by the International Association of Plumbing and Mechanical Officials, as amended or superseded from time to time.

B. All Services Charged. At no time will the District render services without charge to any person, firm, corporation, organization, or entity.

C. Provisions of this Order Constitute Service Agreement. All customers receiving utility service from the District are subject to the requirements of this Order. The provisions of this Order constitute a service agreement between the District and each customer receiving utility services from the District. By requesting or accepting utility services from the District, each customer agrees to comply with the provisions of the Rules, including this Order.

## **II. Connections to the District’s Systems; Construction of the District’s Systems.**

A. Preconstruction Meeting. Prior to installing underground cables or other facilities or excavating in the area of the District’s Systems, representatives of Builders and/or utility companies must meet with the District’s representative to file their construction plans and schedules and to review the engineering plans depicting the location of the District’s lines and other facilities. All Builders and/or utility companies must confirm the location of all utilities and facilities in the work area and will be responsible for the immediate repair of any damage to the utilities, services, and facilities that may result from their work and all costs and expenses incurred by the District as a result of such damage. The utilities, facilities, and services to which this provision applies include, but are not limited to, street lights, electric lines, boxes and transformers, natural gas facilities, television cable facilities, water lines, wastewater lines, telephone facilities, curbs and concrete flat work, and irrigation systems.

### **B. Applications for Connections.**

1. Any party desiring to make a connection to the District’s Wastewater System must submit an application to the District’s representative in the form approved by the Board. The applicant must, upon request, furnish the District’s representative with evidence that the party that will actually install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of \$300,000 for bodily injury and \$500,000 for property damage, with an underground rider and a completed operations rider.

2. The District's representative will review all applications for connections to the District's Wastewater System. If the District's representative finds that the materials to be used and the procedures and methods to be followed in laying the line and making the connection are equal to or better than the standards established by the Uniform Plumbing Code and are in compliance with this Order, the District's representative may approve the application and issue a permit for the proposed connection, subject to such terms and conditions as the District's representative deems appropriate to accomplish the purposes and objectives of the Rules.

C. Construction of Connecting Facilities. After receiving approval from the District's representative, a party may proceed with a connection to the District's Wastewater System, but before any connecting line or connection to the District's Wastewater System are covered or enclosed with dirt or any other material, the District's representative must inspect the construction to confirm that the lines and connection have been properly installed and the bedding materials used or to be used to cover or enclose the connecting line and connections are suitable under the requirements of this Order, the connection permit, and the Uniform Plumbing Code. Following such inspection, the recipient of the connection permit must ensure the connecting line and connection are covered with proper materials as authorized and approved by the District's representative, and must backfill any cuts made in paved streets with sand, road base, and/or cement materials compacted to standard acceptable densities and covered with paving material in a manner acceptable to the District's representative. All connection lines and other materials must be furnished by the party installing the lines and making the connection.

D. Scheduling Connections. An applicant for a new connection to the District's Wastewater System must notify the District's representative and pay all required District fees a minimum of 15 business days before the date the connection is proposed to be made.

E. Service to a New Customer at an Existing Service Address. A new customer desiring to receive wastewater service at an existing service address must submit the required application to the District's representative and pay all required District fees concurrently with its application for and prior to the initiation of water service to the address, and any failure to do so is a violation of this Order, and grounds for termination of service and a penalty under Section XI of this Order.

F. Payment of Fees. Any party desiring to make a connection to the District's Systems must pay all applicable District fees to the District's representative at the time the application for the connection is made. No connection may be made until all fees for the proposed connection and any outstanding fees relating to any prior connections by the applicant are paid. In addition, any non-routine charges incurred by the District in connection with any wastewater tap and/or inspection will be the responsibility of the applicant and will be payable to the District upon demand. **Any applicant with outstanding fees due to the District, including any previously backcharged but unpaid re-inspection fees, will not be permitted to make any additional connections to the District's Systems until those outstanding fees are paid.** Except as otherwise expressly provided in this Order, all fees and charges are non-refundable.

G. Reclaimed Water Service Agreement. If Reclaimed Water service is made available to the District by HCMUD 5, then, prior to any sale or use of reclaimed water, the negotiation and execution of a reclaimed water service agreement will be required for such service. The applicant for such service will be responsible for the District's costs, including legal fees, in negotiation of any such agreement and all costs assessed by HCMUD 5, and no

agreement will be executed by the District until all of such costs have been reimbursed to the District.

**III. Fee Schedule.**

A. Service Initiation and Online Customer Account Profile Fees. A party desiring to receive service from the District's Systems must pay a **\$10.00** application fee to initiate service and establish an online customer account profile with the District's online billing system. Service will not be initiated until this application fee is paid.

B. Tap and Tap Inspection Fee Schedule.

1. The District's wastewater tap fees are as follows:

<u>Meter Size</u>	<u>Tap Fee</u>
5/8" to 3/4"	<b>\$500</b>
1"	<b>\$750</b>
1 1/2"	<b>\$1,000</b>
2"	<b>\$1,250</b>
3"	<b>\$1,500</b>
4"	<b>\$1,750</b>
6"	<b>\$2,000</b>
8"	<b>\$2,250</b>
10"	<b>\$2,500</b>
12"	<b>\$2,750</b>
Larger than 12"	<b>To be determined</b> based upon installation, three times cost

2. The District's wastewater tap inspection fees are **\$100** per connection for the initial inspection. If more than one inspection is required before a tap is approved by the District, the residential and commercial wastewater tap re-inspection fees are **\$100** for each additional inspection. Inspection fees must be paid to the District's representative at the time the inspection is requested. **Any customer that has any outstanding fees due to the District, including any previously backcharged but unpaid re-inspection fees, will not be permitted to make any additional connections to the District's Systems until all outstanding fees are paid.**

3. The District's reclaimed water tap fees will be determined at the time an agreement for reclaimed water service is negotiated.

C. Wastewater Rates. The following rates and charges will be in effect for all customers of the District from the effective date of this Order:

1. Monthly Rate for each Residential Connection (5/8 or 3/4 inch meter):  
**\$100.**

2. Monthly Rate for each Other Connection: **\$100 per FUE.**

D. Drainage Fees. The District's drainage fee, which the Board finds is necessary in order for the District to provide or make available water quality and drainage and storm water

collection services through the District's Drainage System, is **\$300 per lot**. Any person or entity desiring to make a new wastewater Connection to serve a lot within the District must pay the appropriate District drainage fee to the District at the time of closing of the purchase of the lot.

E. Irrigation Meters. No wastewater charges will be assessed for water utilized through a dedicated irrigation meter.

F. Regulatory Assessments. A regulatory assessment of 1/2% of retail sewer charges will be added to each customer's monthly billing. These assessments are remitted by the District to the TCEQ and used by the TCEQ in performing its regulatory duties and in providing technical assistance and training to utilities.

G. Disconnect and Reconnection Fees. A customer whose service is disconnected, whether because of the customer's delinquency or upon the customer's request, will be charged the following disconnect and reconnection fees:

1. Disconnection fee of **\$100** for 5/8" or 3/4" meter;
2. Disconnection fee in the amount of the actual, reasonable cost of disconnection, but in no event less than \$100 for meters larger than 3/4";
3. Reconnection fee of **\$50** for reconnection during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday); and
4. Reconnection fee of **\$150** for reconnection during weekends or after normal business hours (after 5:00 p.m. and before 8:00 a.m. Monday through Friday); such reconnections will only be made at the customer's request.

H. Service Call Charges. If the District responds to a customer service call due to a sewer line blockage, and the District's representative determines that the blockage is on the customer's side of the District connection, the customer will be billed all costs incurred by the District in responding to, determining the cause of and, if appropriate, clearing the blockage.

I. Additional Charges. Any non-routine charges incurred by the District in connection with any wastewater or reclaimed water tap and/or inspection will be the responsibility of the applicant for such connection and will be paid to the District upon demand.

#### **IV. Security Deposits**

A. Security Deposits, Generally. All customers must pay a security deposit to the District's representative prior to receiving service. Security deposits are not transferable and will be held by the District to assure the prompt payment of all bills for service to the customer. At its option, the District may apply all or any part of a customer's security deposit against any delinquent bill of the customer. Upon any discontinuation of service, whether because of the customer's delinquency or upon the customer's request, the security deposit will be applied against any amounts due to the District, including any disconnection fees and other charges. Any portion of the deposit remaining after deduction of amounts due to the District will be refunded to the customer. In no event will any security deposit bear interest for the benefit of the customer.

B. Customer Security Deposits. An initial security deposit of **\$100 per FUE** is required if the service address is occupied by the property owner ("Owner") and the utility account is in the name of the Owner. An initial security deposit of **\$300 per FUE** is required if the service address is not occupied by an Owner or the utility account is not in the name of an Owner occupying the service address. The customer will have the burden of proof to establish that it is an Owner and will be presumed not to be an Owner unless: (a) the customer provides a copy of a recorded deed confirming the customer's ownership of the property in question; or (b) the customer provides a copy of a property tax bill or property tax receipt showing that the customer is the owner of the property in question. In either case, the document provided by the customer will be verified by the District's representative through a check of the county property records.

C. Additional Customer Security Deposits. If a customer is given notice of disconnection due to a failure to make timely payment of the District's utility bills and fails to pay all past-due amounts by the time and date specified on the notice of disconnection, then, regardless of whether or not service is physically disconnected, the District will require an additional security deposit of **\$100 per FUE** for each disconnection, up to a maximum total deposit of **\$400 per FUE**. This additional deposit and any reconnection fees must be paid prior to reconnection of service. Customer security deposits must be in the form of cash, money order, or other form of payment acceptable to the District's representative.

D. Builder Deposit. Each Builder must, in addition to the deposit required under Sections B and C, above, pay a security deposit of **\$3,000** to the District's representative prior to the Builder's initiation of any development or homebuilding program in the District. If a Builder fails to pay any fees or charges coming due to the District in a timely manner, the fees and charges will be deducted from the deposit, and the Builder will be required to make a payment to the District in order to restore the amount of the security deposit to its original **\$3,000** level. Each wastewater service connection by a Builder must be inspected and approved by the District's representative prior to its being covered as provided in Article II, Section C, of this Order. If this procedure is not followed, the District's representative may require the Builder, at its sole cost, to uncover or televise the service connection so that it can be inspected. Any cost to the District for additional inspections; work resulting from a connection being covered prior to inspection; as the result of damage to any District facilities or property caused by the Builder, its employees or contractors, or that is otherwise attributable to a Builder will be deducted from the Builder's security deposit and the Builder will be required to pay any amount necessary to fully restore the security deposit to its previous balance. The District's representative will not approve any additional connections for a Builder until the Builder's required security deposit has been established or reestablished at the full amount required by this Order. The security deposit will be refunded when the Builder completes its development or building program within the District and pays all sums due and owing to the District.

## **V. Prohibited Waste; Industrial Waste Regulations; Non-Domestic Waste Fees and Surcharges.**

### **A. Prohibited Waste.**

1. Non-Biodegradable Material. No waste material that is not biologically degradable, including mud and debris accumulated during construction, may be discharged into the District's Wastewater System.

2. Surface Runoff; Storm Water. No surface runoff water or storm water, including from downspouts or yard or area drain runoff, may be discharged into the District's Wastewater System.

3. Well Water. No well water may be discharged into the District's Wastewater System unless specifically approved in writing by the Board.

4. Non-Domestic Waste.

a. No Non-Domestic Waste may be discharged into the District's Wastewater System without the prior approval of HCMUD 5. The District's representative will review each application to discharge Non-Domestic Waste and make a recommendation to the Board as to approval or denial of the application. If an application is approved, the Board will establish rates and charges that cover, but are not limited to, the cost of waste treatment, taking into account the volume and character of the Non-Domestic Waste and all other waste treated, any special techniques of treatment or operation required for the Non-Domestic Waste, any costs assessed by HCMUD 5, and any administrative expenses incurred by the District.

b. If, in the opinion of HCMUD 5 or the District's representative, pretreatment of any Non-Domestic Waste is necessary to prevent harm to the District's Wastewater System or to prevent interference with the proper and efficient operation and maintenance of the District's Wastewater System or the HCMUD 5 Wastewater System, pretreatment will be required as a condition to the District's receipt and treatment of the Non-Domestic Waste.

B. Regulations for Discharge of Industrial Waste. The Industrial Waste Regulations are incorporated into this Order by reference. All discharges to the District's Wastewater System must comply with the terms of such regulations.

C. Applications and Fees. An applicant that proposes to discharge Non-Domestic Waste into the District's Wastewater System must complete all required applications, pay all required fees and comply with all requirements of HCMUD 5. No customer may discharge Non-Domestic Waste into the District's Wastewater System unless the customer has received approval from HCMUD 5 and a permit from the District authorizing such discharge.

D. Non-Domestic Waste Surcharge.

1. Payment of Surcharge for Extra Strength Wastewater. In addition to compliance with all other requirements of this article, any person discharging extra strength wastewater to the District's Wastewater System must pay a monthly surcharge for the additional costs of handling and treatment of such extra strength wastewater, in addition to the District's standard sewer service charges, in an amount established by HCMUD 5, as contemplated by the HCMUD 5 Agreement.

E. Additional Costs and Expenses. The District will be reimbursed for all costs and expenses, including legal and engineering costs and expenses and any fees, costs and expenses of HCMUD 5, incurred in connection with the enforcement of this Article and/or the Industrial Wastewater Regulations, as well as for any testing of the waste associated with such enforcement and for any damage to the District's Wastewater System or the HCMUD 5 Wastewater System. The District may add such costs and expenses to the customer's bill, and failure to pay may result in the termination of service in accordance with this Order.



**VI. Development Policies.**

A. Subdivision Plan Review, Subdivision Construction Inspection, and Other Development Approval Related Fees. All plans for wastewater, drainage, and reclaimed water irrigation facilities constructed within or to serve property within the District will be subject to review and approval by the District. No construction may be commenced until such plans are approved. Applicants for approval of construction plans for wastewater, drainage, or reclaimed water irrigation facilities will be responsible for the payment of all legal and engineering fees incurred by the District for review of such plans and inspection of the facilities during construction. No facilities will be accepted for operation and maintenance by the District unless all required District inspections have been conducted, the facilities have been approved by the District's representative, and all related fees have been paid.

1. Materials testing will be performed by the District, at the cost of the developer. Copies of all test results will be provided to the developer.

2. No connections to the District's Systems may be made unless all applicable subdivision construction inspections have occurred and all related inspection fees and materials testing fees have been paid.

B. Development and Utility Construction Agreements. Applicants who desire to obtain a service commitment, a utility construction agreement, a reimbursement agreement, or other type of development agreement with the District must pay all legal and engineering fees incurred by the District in negotiation of these agreements. No agreement will be executed by the District or become effective until these fees are paid.

C. Service Commitments. Because the District's wastewater capacity is a limited resource, the Board desires to adopt policies and procedures for allocating capacity, including approving written service commitments, that will further the purposes of the District, provide for the orderly development of the property within the District, assure the availability of service as needed, and protect the integrity of the District's Systems. Accordingly, all service commitments issued by the District will be subject to this Article in order to enable the District to plan for future needs; assure the ability of the District to provide service on a uniform, nondiscriminatory basis; and provide standard criteria for the evaluation, issuance and retention of service commitments.

1. All service commitments issued by the District will be subject to (i) completion of all necessary facilities; (ii) payment of all applicable fees; (iii) all of the terms and conditions of and performance under all of the District's contracts and agreements pertaining to or affecting the District's wastewater and, if applicable, reclaimed water services, including HCMUD 5; and (iv) the policies and procedures of the District, including the Rules.

2. Any applicant requesting a service commitment from the District must submit a written application executed by the owners of the property for which the service commitment is being requested. The application must include the applicant's agreement to pay all fees incurred by the District in connection with the evaluation of the application and to grant all easements required by the District to serve the property in question without compensation. An escrow in the minimum amount of \$1,000 will be required to assure the payment of all fees.

3. The applicant must also submit:

a. 10 copies of a utility plan showing the property, the proposed utility facilities and sizing, any required easements, and all drainage patterns.

b. 10 copies of a preliminary engineering report, including a land use plan demonstrating the utility service requirements for the property, prepared and sealed by a professional engineer registered in the State of Texas.

c. Proof of ownership of the property, and proof of authority of the party signing the application.

4. The Board may approve a service commitment if:

a. All application requirements have been satisfied;

b. Either (i) the District's wastewater or reclaimed water capacity (as applicable) is or will be sufficient to serve the property, or (ii) the applicant and the District have entered into an agreement that provides for the construction of facilities necessary to provide sufficient capacity to serve the property; and

c. It finds that the District's Systems are sufficient or will be sufficient to serve the proposed development without adversely impacting existing utility customers of the District.

5. No service commitment will be issued unless the applicant has paid, concurrently with the date of issuance of the service commitment, a non-refundable fee (the "*Service Commitment Fee*") equal to 10% of all estimated District fees for the property, including, without limitation, the District's tap fees and inspection fees (the "*Estimated Fees*"), as determined by the District's representative based on the District's then-current Order Establishing Rates and Charges and Adopting Rules and Policies Regarding the District's Utility Systems. The Service Commitment Fee will be applied against the Estimated Fees.

6. In order to allow the District to accurately plan service capacity based on actual usage rather than speculative usage, a service commitment will expire and terminate:

a. one year from the date of issuance unless the holder has, by that date, paid all the Estimated Fees for the property, as determined by the District's representative based on this Order, as amended to the date of the estimate and then in effect; and

b. 18 months from the date of issuance unless the holder has, by that date, completed construction, made a connection to the District's Systems, paid all applicable District fees, including tap fees, inspection fees, security deposit, and other applicable fees for the property, based on this Order, as amended to the date of the connection and then in effect (the "*Actual Fees*") and initiated services to the property.

7. If a service commitment terminates, the Service Commitment Fee will not be refunded, offset, or credited against the Actual Fees, but will be retained as property of the District. The balance of any Estimated Fees that has been paid will not be refunded, but will be

applied as a credit against the Actual Fees at the time the property is developed and service initiated.

8. If full development of a tract that has been issued a service commitment results in the use of less service than that which has been committed, the remaining unused capacity will revert back to the District for redistribution by the District. The amount of service remaining after full development will be determined by the District's engineer, based on the meter size and any subdivision plat, site plan, and zoning approved for the property. Service commitments will be issued for specific tracts, and may not be transferred to any other property.

9. The Actual Fees applicable to a tract will be determined at the time utility service is initiated, based on the actual meter size; any subdivision plat, site plan, and zoning approved for the property; and this Order, as amended and then in effect. If the ultimate use of a tract that has been issued a service commitment requires a different amount of service than that upon which the Estimated Fees were based, the District's representative will make any adjustments that are necessary at the time a connection to the District's Systems is made, so that the Actual Fees will correspond to the size of meter installed and the service required to be provided. Any shortfall between the Estimated Fees and the Actual Fees must be paid before a service connection is made. Any excess of the Estimated Fees over the Actual Fees will be credited against the customer's future billings.

#### **VII. District Approvals; Escrow for Expenses.**

Applicants for service commitments or out-of-district service, and of other types of District approvals, including utility construction agreements or other types of development agreements, are responsible for the payment of all legal and engineering fees incurred by the District in reviewing their applications and negotiating or preparing any related approvals or agreements. The District's representative will establish a deposit amount equivalent to the estimated consultant fees that are expected to be incurred in connection with the application, and the applicant must deposit this amount with the District prior to any review or processing work being initiated. All consultant fees associated with the application incurred by the District will be charged against the deposit. Upon completion of the review process, the applicant must pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment of all fees will be returned to the applicant. No service commitment or plan approval will be issued or agreement will be effective by the District until all fees are paid.

#### **VIII. Rendering and Form of Bills.**

A. Rendering of Bills. Bills for service will be rendered monthly. Service initiated less than one week before the next billing cycle may be billed with the following month's bill. One bill will be rendered for each Connection.

B. Information to be Included on the Bill. The customer's bill will show the total amount due for service and any surcharge, the due date of the bill, the total amount due as penalty for nonpayment within a designated period, and the local telephone number or toll free number where the District's representative can be reached. If the due date falls on a Saturday, Sunday, or legal holiday on which banks are required to close in the State of Texas, the applicable period will be extended to the next business day.

C. Payment Obligation. If a customer does not receive a bill or bills, his obligation to make payment for services rendered is not diminished or released.

D. Overbilling and Underbilling. If billings for District services are found to differ from the District's rates for the services, or if the District fails to bill a customer for services, a billing adjustment will be calculated by the District's representative. If the customer is due a refund, an adjustment will be made for the entire period of the overcharges. If the customer was undercharged, the District will backbill the customer for the amount of the service actually used by the customer; provided, however, if the underbilling is **\$25** or more, the District will offer the customer a deferred payment plan option for the same length of time as that of the underbilling.

E. Prorated Charges. When a bill is issued for a period of less than one month, the basic charge will be prorated based on the period during which service was provided.

F. Disputed Bills.

1. A customer may advise the District that a bill is in dispute by giving written notice to the District's representative. A dispute must be registered with the District prior to the date of proposed discontinuance in order for a customer to avoid discontinuance of service as provided by this Order.

2. Notwithstanding any other provision of this Order, a customer is not required to pay the disputed portion of a bill that exceeds the amount of that customer's bill based on the District's then current rates (an "Average Bill") pending the resolution of the dispute.

3. Notwithstanding any other provision of this Order, a customer's service will not be discontinued for nonpayment of that portion of a bill under dispute that exceeds an Average Bill pending resolution of the dispute. The customer must timely pay any billings not disputed and an amount per billing period equivalent to an Average Bill.

G. Equipment Damage Charges. The District will charge the responsible customer for all labor, material, equipment, and other costs necessary to repair or replace equipment and other facilities damaged due to equipment tampering or bypassing, improper erosion control, service diversion, or the discharge of wastes in violation of the terms of this Order. The District may charge for all costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of these charges will be provided to the customer.

H. Late Charges. A late charge of 10% of the amount of the bill will be added on the Delinquency Date and this late fee will continue to be assessed each month while the delinquent amount remains unpaid.

I. District's Right to Sue. The District reserves the right to institute suit for the collection of any amounts due and unpaid, together with interest thereon at the maximum legal rate and reasonable attorneys' fees.

J. Dishonored Check Charge. The District reserves the right to charge a customer paying a bill with a dishonored or insufficient funds check an amount established from time to time by the District's representative, which amount will be based on the prevailing or usual charges made for dishonored checks and drafts by other vendors in the same general area as the District.

**IX. Protection of the District's Systems, Facilities, and Property.**

A. Tampering or Damage Prohibited. It is unlawful for any person to tamper or interfere with; to obstruct access to; or, as the result of willful action, to injure, deface, or destroy any facilities that are a part of the District's Systems.

B. Unlawful Discharges. It is unlawful for any person to deposit, throw, drain, discharge, or otherwise cause to be injected into any sewer, manhole, catch basin, flush tank, or other facility that is a part of the District's Systems any debris or foreign substance that would interfere with the proper and routine functioning of the District's Systems, or to discharge any waste into the District's Systems:

1. other than through an authorized sewer tap for which all connection fees, deposits and other charges have been paid; or

2. generated on premises other than those for which the sewer tap was originally made; or

3. generated at a building other than that for which the sewer tap was originally made, unless approved in advance by the District's representative; or

4. of a type different from that contemplated at the time the sewer tap was originally made, unless approved in advance by the District's representative.

C. Service Line Maintenance. Each customer is responsible for the maintenance of the sewer service line from the point of connection to the District's Wastewater System to the buildings or premises served. All sewer service lines must be maintained in such a manner as to prevent the infiltration of water or exfiltration of wastewater. Each customer is responsible for the maintenance of the reclaimed water service line from the point of connection to the District's reclaimed water irrigation system to the property served.

D. Protection of District Drainage System and Other Property. The District's drainage and water quality systems, including, without limitation, all drainage easements, channels, storm sewer facilities, ponds, and all other facilities owned, maintained, or controlled by the District for the purpose of collecting, controlling, storing, managing, or distributing storm and flood waters or run-off, will be protected from abuse, in order to assure the proper functioning of all such facilities for the benefit of all property owners and residents of the District. It is a violation of this Order to place, deposit, or discharge, or cause to be placed, deposited, or discharged, any foreign materials or debris (including, but not limited to, motor oil, grass or tree clippings, or construction debris) on or into any District property (including, without limitation, the District's drainage systems). Prior to construction of any improvements within the District, proper erosion control must be installed. These devices must be maintained in place during construction and, upon completion of construction, all construction debris and rubbish must be removed from the construction site, and any damage to the District's easements or facilities must be repaired at the expense of the Builder or property owner constructing the improvements. Any person or entity that violates the terms of this section will be subject to a penalty in the amount of **\$500** per violation, and will also be liable for all attorneys' fees incurred by the District and costs of court. The District may add the amount of any penalties or costs imposed by this section to the customer's utility bill, or the District may deduct the amount of any penalties or costs imposed as a result of a violation of this section from a customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

**X. Disconnection and Reconnection of Service.**

A. Notification of Alternative Payment Programs or Payment Assistance. If a customer advises the District's representative of his or her inability to pay his or her bill or need for assistance with his or her bill payment, the District's representative will inform the customer of all available deferred payment plans available from the District and the eligibility requirements and procedure for applying for them. A deferred payment plan is any arrangement or agreement between the District and a customer under which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. All deferred payment plans must be in writing. The District's representative may suspend the termination of services to customers for up to 90 days based upon the District's representative's determination that the customer is making a good faith effort to pay the District's account; however, extensions beyond 90 days must be approved by the Board.

B. Post-Bankruptcy Services. In the event of any District customer's bankruptcy, amounts due for pre-bankruptcy services will be posted to the customer's existing account and amounts due for post-bankruptcy services will be posted to a separate account. The customer will be required to provide the District with adequate assurance of payment for services rendered after the date of the bankruptcy filing, in the form of a security deposit satisfying the requirements of this Order. Any existing security deposit will be held by the District as security for sums due for pre-bankruptcy services and will not be credited towards the security deposit for post-bankruptcy services. If the customer fails to furnish the required security deposit for post-bankruptcy services, the District may discontinue service to the customer in accordance with the provisions of this Order.

## **XI. Termination of Service.**

A. Termination with Notice. District service may be terminated after proper notice for any of the following reasons:

1. within 30 days from the date of the issuance of a delinquent bill, the customer has neither (a) paid the delinquent bill and all other past-due bills from the District, nor (b) entered into a written deferred payment plan and made all payments required under the plan;
2. the customer has failed to comply with the terms of a deferred payment plan;
3. the customer has paid by a check which has been rejected for insufficient funds, closed account, or for which a stop payment order has been issued;
4. violation of the Rules pertaining to the use of service in a manner that interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation; or
5. failure to comply with deposit arrangements as required by Article IV of this Order.

If a Builder fails to make timely payment of any bill due and owing to the District, the District may, after proper notice, terminate all wastewater services being provided by the District to that Builder.

B. Termination of Water Service by PUA for Non-Payment of Charges for District Wastewater Services. Water service to a District customer who fails to pay wastewater charges due to the District may be disconnected following notice of termination given in compliance with this Order.

C. Termination Without Notice. District service may be terminated without notice (i) due to existence of a known dangerous condition, (ii) if service is connected without authority, or (iii) in instances of tampering with or bypassing the District's equipment, or other instances of diversion. If reasonable, given the nature of the hazardous condition, a written statement providing notice of and the reason for disconnection will be posted at the place of common entry or upon the front door of each affected structure as soon as possible after service has been disconnected.

D. Notice of Termination of Service.

1. Mailed Notice. Proper notice of termination of service consists of a separate written statement given by first-class mail, postage prepaid, at least 10 days prior to the stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The information included in the notice will be provided in English and Spanish if necessary to adequately inform the customer. A statement notifying the customer that, if they are in need of assistance with payment of their bill, they may be eligible for alternative payment programs, such as deferred payment plans, and to contact the District's representative for more information, will be attached to or included on the face of the termination notice. The notice will advise the customer of the basis for the District's decision to disconnect service, the action required to avoid disconnection, and that he or she has the right to request a hearing on the matter by contacting the District's representative at least 48 hours before the stated date of disconnection.

2. Content of Notice. The notice will include (i) the intended date of disconnection; (ii) the office hours, telephone number and address of the District's representative's local office; (iii) the total past-due charges; (iv) all reconnect fees that will be required to restore water or sewer service if service is disconnected; and (v) that failure to pay past-due sewer charges will result in termination of water service and that water service will not be reconnected until all past-due and currently due sewer service charges and the sewer reconnect fee are paid.

3. Date of Termination. If notice is mailed, the stated date of disconnection may not fall on a holiday or weekend, but will be the next working day at least 10 days after the date of the notice.

E. Customer Appeal Procedures.

1. Informal Hearing. Upon receipt of a customer's protest of the termination of service, the District's representative will schedule an informal hearing with the customer and his representative prior to disconnection. The presiding officer at the informal hearing will be an individual who did not participate in the initial decision to pursue disconnection of the customer's service. The customer will be allowed to question the District's billing representative at the informal hearing regarding the basis for the decision to terminate service and present any testimony or evidence regarding the termination of service or its basis. The presiding officer will render a decision on the matter and state reasons for the decision and the grounds upon which the decision is based.



2. Appeal. The customer may appeal the decision of the presiding officer of the Board. If the customer posts a bond in an amount sufficient to cover the cost determined by the presiding officer to be due, the District will not proceed with termination of the customer's service until a final decision is made by the Board.

F. Disconnection. If payment of all delinquent and past due amounts has not been made by 5:00 p.m. on the date specified by written notice to the customer, and no other arrangements for payment have been made, service will be disconnected. In order to reconnect service, the customer must pay all delinquent and past-due amounts, plus the applicable reconnect fee. The reconnect fee will be due regardless of whether or not service has been physically disconnected. If payment is tendered after 2:00 p.m. on the date of disconnection, the customer must pay the after-hours reconnect fee in order to obtain same-day reconnection of service. If a customer defaults under a payment plan entered into with the District, termination procedures will immediately be initiated.

G. Disconnection on Holidays or Weekends. Unless a dangerous condition exists or the customer requests disconnection, service will not be disconnected on a day, or on a day immediately preceding a day, when personnel of the District are not available to the public for the purpose of accepting payments and reconnecting service.

H. Disconnection for Ill and Disabled. The District will not discontinue service to a delinquent residential customer permanently residing in an individually-metered dwelling unit if the customer establishes that discontinuance of service will result in a person residing at the residence becoming seriously ill or more seriously ill. Each time a customer seeks to avoid termination of service under this section, the customer must have the attending physician (for purposes of this section, the term "physician" means any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the District's representative within 15 days of issuance of the bill and a written statement must be received by the District's representative from the physician within 30 days of the issuance of the bill. Any customer who receives a waiver of disconnection under this section must enter into a deferred payment plan with the District and remain in compliance with the plan.

I. Reconnection of Services. If service is discontinued for any reason, reconnection of services will be established within 24 hours of receipt of payment of the past due bill in its entirety and any other outstanding charges, including all applicable reconnection fees.

## **XII. Continuity of Service**

### **A. Service Interruptions**

1. The District will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the District will re-establish service within the shortest possible time.

2. The District will make reasonable provisions to meet emergencies resulting from failure of service, and will establish procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of service.

3. In the event of a national emergency or local disaster resulting in disruption of service, the District may, in the public interest, interrupt service to other



customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

B. Record of Interruption. Except for momentary interruptions due to automatic equipment operations, the District's representative will keep a complete record of all interruptions, both emergency and scheduled. This record will show the cause for interruptions, date, time, duration, location, approximate number of customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

### **XIII. Customer Service Agreement; Plumbing Regulations; Customer Service Inspections.**

A. Authority. Under the requirements of the Chapter 341, Subchapter C of the Texas Health and Safety Code and 30 Texas Administrative Code § 290.46(i), the District is required to adopt rules to allow for proper enforcement of the requirements of the TCEQ. Further, Title 30 Texas Administrative Code §290.46(j) requires the District to adopt rules providing for the conduct and certification of customer service inspections.

B. Purpose. The purpose of this Article is to notify each customer of the plumbing restrictions and inspections that are in place to protect the drinking water supply from contamination or pollution that could result from improper plumbing practices. Each customer must agree to comply with this Article as a condition to receiving services from the District.

C. Plumbing Restrictions. The following undesirable plumbing practices are prohibited:

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination must be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

2. 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 must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

3. No connection that allows water to be returned to the public drinking water supply is permitted.

4. No pipe or pipe fitting that contains more than 8% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

5. No solder or flux that contains more than .2% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

D. Service Conditions. The following are the terms for the provision of service between the District and each customer of the District:

1. The customer must comply with the provisions of this Order as long as the customer is receiving service from the District.

2. The customer must allow his property to be inspected for possible cross-connections and other undesirable plumbing practices as required by this Order. These inspections may be conducted by a representative of the District prior to initiating service and periodically thereafter. All inspections will be conducted during the District's normal business hours.

3. The District will notify a customer in writing of any cross-connection or other undesirable plumbing practice that has been identified during the initial inspection or the periodic re-inspection.

4. The customer must immediately correct any undesirable plumbing practice on his premises.

5. The customer must, at its expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records must be provided to the District.

E. Customer Service Inspections.

1. Inspections Required. The applicant for service or the customer must submit a completed customer service inspection certification to the District in the following instances:

a. before the District begins providing continuous and adequate service to new construction;

b. when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist on any existing service; or

c. after any material improvement, correction or addition to any existing private plumbing facilities.

2. Certifications. The certification must be completed in the form attached as **Exhibit "A"**. A customer service inspection certification must be completed at the applicant's or customer's expense by:

a. a plumbing inspector and water supply protection specialist licensed by the Texas State Board of Plumbing Examiners and in good standing at the time of the inspection;

b. a certified waterworks operator who has completed a training course, has passed an examination administered by the TCEQ or its designated agent, and holds an endorsement granted by the TCEQ or its designated agent; or

c. a licensed plumber, if the inspection and certification are for a single-family residential service.

3. Records. The District will maintain copies of completed customer service certifications for a minimum of ten years.

4. Unacceptable Plumbing Practices. If unacceptable plumbing practices are discovered, they must be promptly corrected by the customer or applicant for service to prevent contamination of the water supplied by the District. The existence of an unacceptable plumbing practice is sufficient grounds for immediate termination of service without notice in order to protect the health and safety of all District customers. Service will not be restored until the potential source of contamination has been eliminated or additional safeguards have been taken and a new customer service inspection certification is provided to the District.

F. Enforcement. If a customer fails to comply with the terms of this Article, the District may assess fines as provided in this Order, and may either terminate service and/or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Article will be billed to the customer.

**XIV. Enforcement; Penalties.**

A. Enforcement of Rules. Under Section 54.205, Texas Water Code, the provisions of this Order constitute rules that must be recognized by the courts as if they were penal ordinances of a city. This Order may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office is located.

B. Penalties.

1. Service will not be provided by the District until all applicable requirements of this Order have been met.

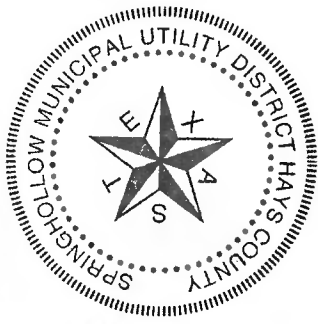
2. Violation of this Order will result in the offending party being subject to the payment of a fine in an amount per violation that does not exceed the jurisdiction of the justice court, as provided by Section 27.031, Texas Government Code, which penalty will be established by the Board. In addition, the offending party will be liable to the District for all costs incurred by the District in connection with any repairs or corrections necessitated by the violation and, if any violation results in a penalty being assessed against the District by any governmental entity or regulatory authority with jurisdiction, the offending party will be responsible for the full amount of such penalty, together with all costs incurred by the District in connection with the violation and penalty in question. If the District prevails in any suit to enforce the provisions of this Order, the District may additionally recover its reasonable attorneys' fees, expert witness fees and other costs incurred by the District before the court.

**XV. Filing.** The Secretary of the Board is hereby directed to file a copy of this Order in the principal office of the District.

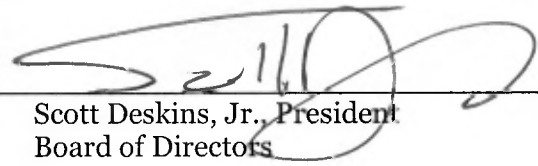
**XVI. Exhibits.** The following exhibits are attached to and incorporated in this Order by reference:

**Exhibit "A"** – Customer Service Inspection Certification

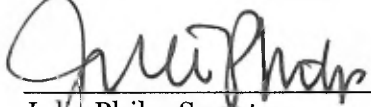
Adopted and effective May 1, 2018.



**SPRINGHOLLOW MUNICIPAL UTILITY DISTRICT**

By:   
Scott Deskins, Jr., President  
Board of Directors

ATTEST:

  
Julie Philp, Secretary  
Board of Directors

**EXHIBIT "A"**

**CUSTOMER SERVICE INSPECTION CERTIFICATION**

Name of PWS: \_\_\_\_\_

PWS I.D. #: \_\_\_\_\_

Location of Service: \_\_\_\_\_

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

	Compliance	Non-Compliance
1. No direct connection between the public water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>
2. No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>
3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>
4. No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>
5. No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1998.	<input type="checkbox"/>	<input type="checkbox"/>
6. No plumbing fixture is installed which is not in compliance with a state approved plumbing code.	<input type="checkbox"/>	<input type="checkbox"/>

Water service will not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities:

Service Lines: Lead  Copper  PVC  Other

Solder: Lead  Lead Free  Solvent Weld  Other

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

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type of Registration

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Expiration Date