# LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

# SERVICE POLICY

Effective as of October 1, 2026

# SECTION 1.0 GENERAL PROVISIONS

## Section 1.1 Jurisdiction

Lakeside Water Control and Improvement District No. 1 (the "***District***") is a political subdivision operating under Chaters 49 and 51 of the Texas Water Code to provide water, wastewater, municipal solid waste, and recycling services.

## Section 1.2 Service Area

The District provides water, wastewater, municipal solid waste, and recycling services within the jurisdictional boundaries of the District. A map of the District's boundaries is depicted in **Appendix A**.

## Section 1.3 Non-Discrimination Policy

The District will provide water, wastewater, municipal solid waste, and recycling services to all persons applying for such service who comply with the terms and conditions set forth or referenced in this Service Policy regardless of race, creed, color, national origin, sex, or marital status.

## Section 1.4 Variances

The Board of Directors of the District may in its sole discretion grant variances to any provision of this Service Policy. The Board may delegate the authority to grant variances to its water and wastewater operator and municipal solid waste and recycling operator.

## Section 1.5 Service Provided in Accordance with Drought Contingency Plan

Provision of water service is contingent upon restrictions outlined in the District's Water Conservation Plan and Drought Contingency Plan, curtailment measures as outlined by the District's wholesale water provider Manville Water Supply Corporation, and any other restrictions as required by the Texas Commission on Environmental Quality ("***TCEQ***") or other regulatory agencies.

## Section 1.6 All Services Required

Except as otherwise expressly authorized in this Service Policy, either water or wastewater service will not be provided by and through the District's System unless the applicant agrees to take both water and wastewater service.

## Section 1.7 All Services Charged

At no time will the District render water, wastewater, municipal solid waste, or recycling services without charge to any person, firm, corporation, organization or entity.

## Section 1.8 Other Utilities

Prior to installing underground cables in the area of District water supply and sanitary sewer collection lines, representatives of utility companies must meet with the District's operator or Engineer to file the companies' construction plans and schedules and to review the engineering plans illustrating the location of the District's lines.

## Section 1.9 Review of Utility and Drainage Construction Plans

Any person wishing to install water and wastewater facilities to be connected to the District's utility system or drainage facilities must obtain the District's approval of the plans, upon recommendation of the District's Engineer, prior to construction. Prior to the District's Engineer's review of the plans, the person requesting review must make a deposit of $500.00 with the District Engineer. The cost of review of the plans will be on a time and materials basis. Should the estimated cost of the review exceed $500.00, the District's Engineer and the person requesting review must present the request for review of the plans to the Board of Directors for a determination of an adequate deposit.

# SECTION 2.0 DEFINITIONS

The following terms and expressions used in the Service Policy shall have the following meanings, unless context clearly shows otherwise:

**"Applicant"** means all persons or entities applying water, wastewater, municipal solid waste, and recycling services.

**"City"** means the City of Pflugerville, the District's wholesale wastewater provider.

**"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 located within a single building.

"**District Operator**" means Crossroads Utility Services, LLC, the entity contracted by the District to provide professional water and wastewater services.

**"Extreme weather emergency"** means a period beginning when the previous day's highest temperature in an area did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. An extreme weather emergency is over on the second business day the temperature exceeds 28 degrees Fahrenheit.

**"Fee Unit"** means a single unit of service as defined by continuous duty maximum flow rate in gallons per minute for a 5/8" water meter using the American Water Works Association C700-C703 standards. The number of fee units will be determined by the size and type of the water meter purchased for the property as follows:

| Meter Size | Fee Units |
|---|---|
| 5/8" simple | 1 |
| 3/4" simple | 1.5 |
| 1" simple | 2.5 |
| 1 ½" simple | 5 |
| 2" simple | 8 |

The Fee Units for meter sizes not listed in the table above are subject to the review and approval of the District's engineer, District Operator, and the Board of Directors.

**"Irrigation Meter"** means a water meter for irrigation use only.

**"Manville WSC"** means Manville Water Supply Corporation, the District's wholesale water provider.

**"PUC"** means the Public Utility Commission of Texas.

**"Republic"** means Republic Services, the entity contracted by the District to provide municipal solid waste and recycling services.

**"Rules"** means any rules and regulations the District may adopt in accordance with Sections 49.212, 51.122, and 51.338 of the Texas Water Code.

**"Systems"** means the District's water, wastewater, and drainage systems.

**"TCEQ"** means the Texas Commission on Environmental Quality.

# SECTION 3.0 SERVICE RULES AND REGULATIONS FOR WATER AND WASTEWATER

## Section 3.1 Application for Connection to Systems

Any party wishing to make a connection to the Systems must first make an application to the District Operator. All applications for service must be made in accordance with the policies promulgated by the District and District Operator.

## Section 3.2 Unauthorized Use of Water

Any person, corporation, or other entity that takes or uses water without prior authorization of the District violates this Service Policy and will be subject to a penalty of $200.00 for each breach of this provision. Each day that a breach of this Service Policy continues will be considered a separate breach. All water use, other than by grants of the District, will be through a meter provided to the user by the District. The District will not allow use of District water or connection to the District's water system until all outstanding penalties assessed have been paid. This penalty will be in addition to the other penalties provided by the laws of the State and to any other legal rights and remedies of the District may have by law. The Districts Board of Directors' determination of a violation is required in order to levy a penalty, and upon such a determination, notice in writing will be delivered to the person, corporation, or other entity held in violation providing the person or entity the opportunity to appear before the Board of Directors to address the imposition of a penalty

## Section 3.3 Payment of Fees

Any party wishing to make a connection to the Systems must pay the fees. Tap fees and administrative fees must be paid to the District in care of the District Operator at the time the application for connection is made. Developers must pay capacity fees directly to the District's wholesale suppliers—Manville WSC and the City. No connection will be made until the appropriate fees are paid.

## Section 3.4 Schedule of Connection Fees

1. **Capacity Fee**

A developer of land within the District must pay capacity fees directly to the District's wholesale service providers in the amounts required by the District's wholesale service agreements. The current capacity fee charges for standard residential meters are as follows:

| Service | Wholesale Provider | Capacity Fee |
|---|---|---|
| Water | Manville WSC | $3,800.00 |
| Wastewater | City of Pflugerville | $1,362.00 |

2. **Connections and Inspections**

For all meters, the District's fees for water and sanitary sewer connections are as follows:

Water Tap Fee (Including Administrative Fees)

| | |
|---|---|
| Residential | $350.00<br>(plus the costs of the meter and road bore, if necessary) |
| Commercial | $350.00<br>(plus the costs of the meter and road bore, if necessary) |
| Non-Standard Service | $350.00<br>(plus the costs of the meter and road bore, if necessary) |

Wastewater Tap Fee (including Administrative Fees)

| | |
|---|---|
| Residential | $450.00 |
| Commercial | $1,100.00 |

Backflow Prevention Device Inspection

The requirements and fees for backflow prevention devices, including the required inspection(s) before a tap is approved by the District Operator, are provided in Section 3.11.

3. **Service Initiations/Disconnections/Reconnections**

The District's fees for meter reconnection, disconnection, and removal are as follows:

| | |
|---|---|
| Routine meter disconnect/reconnect<br>*Monday – Friday 8 a.m. – 5 p.m.*<br>*(except holidays)* | $50.00 per occurrence |
| Routine meter disconnect/reconnect<br>*Monday – Friday 5 p.m. – 8 a.m.*<br>*Saturday and Sunday, all hours*<br>*Holidays* | $150.00 per occurrence |
| Meter removal per the District's request | $100.00 per occurrence |

4. **Security Deposit**

Each customer must pay the security deposit set forth in this section or replenish the deposit if the District draws upon it, when the customer initially applies for the service

or when the customer applies to reinstate service that has been disconnected for nonpayment of a bill. The amount of the security deposit is as follows:

| Meter Size | Security Deposit |
|---|---|
| All sizes | $125.00 |

Security deposits are not transferable to another party and will be held by the District, District Operator, or the District's representative or agent to assure the prompt payment of all bills for water and wastewater services to the customer. The customer's deposit will be returned in full if the customer's account has not been delinquent for 12 consecutive months. However, the District may require the customer to replace the security deposit if the customer makes late payments for two or more consecutive months. If the District or District Operator still holds a customer's deposit at the time the customer closes the account, the deposit will be returned, less any outstanding balance, within 30 days from the date the customer's account is closed or transferred to another person. In no event will the security deposit bear interest for the benefit of the customer.

## Section 3.5 Additional Charges

Any non-routine charges incurred by the District in connection with any tap or inspection will be the responsibility of the Applicant for the connection and will be payable to the District upon demand. This includes charges incurred by the District under any agreement with the District Operator.

## Section 3.6 Application for Service

Any party wishing to receive service from the District's water or wastewater systems must make an application for service to the District Operator on the form used by the District Operator. All applications must be made by the record owner or renter of the property for which service is being requested. Proof of residency must be furnished to the District Operator, upon request

## Section 3.7 Water and Wastewater Service Rates

1. **Monthly Water Rates**

*Monthly Base Charge*

| Meter Size | Charge |
|---|---|
| 5/8" simple | $18.48 |
| 3/4" simple | $18.48 |
| 1" simple | $24.26 |
| 1 ½" simple | $38.30 |
| 2" simple | $55.79 |

*Volume Charge*

| Usage | Charge (per 1,000 gallons) | Portion of the Charge due to Manville (per 1,000 gallons) | Portion of the Charge due to District (per 1,000 gallons) |
|---|---|---|---|
| 0-7,000 gallons | $8.05 | $6.00 | $2.05 |
| 7,001-15,000 gal. | $8.28 | $6.00 | $2.28 |
| 15,001+ gal. | $9.09 | $6.00 | $3.09 |

2. **Monthly Wastewater Rates**

Base Rate

$48.13 per Fee Unit

3. **Fire Hydrant Meter Fees**

Sale of water on a temporary basis from fire hydrants within the District may be requested from the District Operator. A contractor that desires to obtain water for use during construction must request the developer to arrange for access to a hydrant. The developer must send a letter to the District Operator requesting that a meter be set at a particular hydrant. The developer will be billed for the initial set up fee and on a monthly basis for usage thereafter. The final bill will contain a $50.00 take-down fee for the meter plus the monthly usage charge. A security deposit must be paid to the District Operator at the time application is made for a fire hydrant meter in the amount of $500.00. The security deposit will be refunded to the applicant at the time the meter is returned in good working order less any amounts necessary to compensate for damage to the meter. The developer is responsible for payment of all amounts due for temporary water service. While the developer may or may not seek reimbursement from contractors, the developer will nevertheless be obligated to pay for water taken from a meter set at the developer's request

4. **Regulatory Assessments**

The District will charge each customer any regulatory assessment required by the Texas Commission on Environmental Quality or the Public Utility Commission of Texas, or their successor agencies.

5. **Irrigation Meters**

Service from an Irrigation Meter shall be for irrigation use only and use for any other purposes shall be prohibited. Service from an Irrigation Meter will be interruptible and subject to termination if misused, including, but not limited to, noncompliance with watering restrictions outlined in the District's Water Conservation and Drought

Contingency Plans. Irrigation Meters shall not be charged rates or fees for wastewater, municipal solid waste, or recycling services.

## Section 3.8 Leaks and Water Leak Adjustment Policy

A customer's failure to repair a controllable leak within a reasonable time (not to exceed 30 days) after notice from the District to repair the leak will constitute a violation of this Service Policy. If a customer experiences a water leak, the customer may submit a written leak adjustment request to the District Operator detailing the circumstances of the leak. All requests must be accompanied by a copy of all invoices and documentation evidencing the leak and confirming the leak has been repaired. Upon receipt of a complete request, the customer's usage will be recalculated based upon the customer's prior usage history, as determined by the District Operator. Water usage for the period in which the leak occurred that exceed the base established by the customer's prior history will be presumed to be attributable to the leak and will be billed at a rate for the lowest tier of volumetric usage specified in Section 3.7.1 above. The remaining portion of the customer's water usage will be billed at the District's normal and customer rates under this Service Policy. Leak adjustment requests may be submitted only once within a 12-month period, unless good cause for additional adjustments within a single 12-month period is determined by the Board.

## Section 3.9 Boil Water Notices

In the event the District must issue a boil water notice according to TCEQ regulations, the District Operator will notify customers in affected areas as soon as possible, but no later than 24 hours after the System has met any of the criteria for a boil water notice. The District Operator will follow the public notification requirements outlined in 30 Texas Administrative Code § 290.122 and may use any method(s) of delivery permitted therein.

## Section 3.10 Meter Tampering

Meter tampering, bypass, and/or diversion can threaten the public health, safety, and welfare of the District's residents. For the purposes of this Service Policy, meter tampering bypass, or diversion means tampering with a District meter or other equipment, causing damage or unnecessary expense to the meter, bypassing a meter, reconnecting service without authorization to do so, whether the disconnection was due to non-payment or for any other reason, or any other instance of diversion or bypass, such as physically disorienting the meter, attaching objects to the meter, electrical and mechanical means of tampering with, bypassing, or diverting District service, failing to have a meter installed, or covering or physically obstructing the location of the meter. Meter tampering, bypass, or diversion is prohibited. Reconnecting service without written authorization from the District or its representatives will be prosecuted as theft of service. Any party who tampers with a District meter or takes water from an unmetered or other unauthorized connection to the District's System will be subject to a penalty in an amount not to exceed $500 per violation, each day of which will constitute a sperate violation, and will also be liable for (i) the full cost of repairs and replacements (labor and parts) to the District's water system due to such tampering, bypass, or diversion and (ii) all attorney's fees incurred by the

District and court costs, if any. The amount of any violation is subject to Board discretion. The District may offset a customer's deposit against the amount of any penalties or costs imposed as a result of a violation of this Section and may further require that the deposit be replaced and any unpaid penalties and costs paid before service is reconnected.

## Section 3.11 Backflow Prevention Device Requirements and Fees

All backflow prevention assemblies ("***BPA***") must be tested upon installation, repair, or relocation by a certified BPA tester, at Applicant's sole cost. The Applicant may request the District Operator to perform the inspection or contract with another certified BPA tester. The District's fees to conduct BPA inspections are as follows:

| | |
|---|---|
| *Residential meter size less than or equal to 2"* | $198.38 |
| *Residential meter size more than 2"* | $330.63 |
| *Fire suppression system* | $396.75 |
| *If located within the establishment's risers* | Actual Cost |

The District may require installation and testing of BPAs where an actual or potential contamination hazard exists, for example, but not limited to, major plumbing alterations or an irrigation connection that may cause a cross-connection. BPAs installed to protect from health hazards must be inspected and certified to be operating within specifications annually at Applicant's sole cost (30 Tex. Admin. Code § 290.44(h)). Copies of certified BPA inspection reports must be submitted to the District Operator. The District requires annual inspection of BPAs to ensure the devices are operational and to protect the District's public water system. If an Applicant or District customer fails to provide the District Operator with certified BPA inspection reports as required by this Service Policy, then the District may disconnect service with prior written notice. The District, in its sole discretion, may terminate service without notice if there is a known dangerous or hazardous condition, such as a cross-connection.

# SECTION 4.0 SERVICE RULES AND REGULATIONS FOR MUNICIPAL SOLID WASTE AND RECYCLING

## Section 4.1 Application for Municipal Solid Waste and Recycling Service

Any party wishing to receive solid waste and recycling service within the District must make an application for service to Republic on the form used by Republic. All applications must be made by the record owner or renter of the property for which service is being requested. Republic may require proof of residency, which must be furnished to the Republic upon request.

## Section 4.2 Solid Waste and Recycling Service Rates

The District Operator shall collect the following rates and charges for Republic's solid waste and recycling services for residential and commercial customers within the District, on a monthly basis:

1. **Residential**

| | |
|---|---|
| Base Rate | $19.70<br>per single family dwelling |

The Base Rate includes one (1) 95-gallon trash card and one (1) 95-gallon recycling cart.

| | |
|---|---|
| Additional 95-gallon Trash Cart | $6.00 per cart |
| Additional 95-gallon Recycling Cart | $6.00 per cart |

2. **Commercial**

| | |
|---|---|
| Base Rate | $19.70<br>per location |

The Base Rate includes one (1) 95-gallon trash card and one (1) 95-gallon recycling cart.

| | |
|---|---|
| Additional 95-gallon Trash Cart | $6.00 per cart |
| Additional 95-gallon Recycling Cart | $6.00 per cart |

Bins:
Monthly fees for solid waste/recycling services are dependent on the size of the bin and the number of times serviced per week, as follows:

| Refuse or Recycle | Every Other Week | 1 Time Per Week | 2 Times Per Week | 3 Times Per Week | 4 Times Per Week | 5 Times Per Week |
|---|---|---|---|---|---|---|
| 3 cubic yards | $54.10 | $101.99 | $197.78 | $293.56 | $389.35 | $485.13 |
| 4 cubic yards | $59.32 | $111.91 | $217.08 | $322.27 | $427.46 | $532.64 |
| 6 cubic yards | $62.05 | $124.03 | $248.02 | $372.00 | $495.96 | $619.94 |
| 8 cubic yards | $81.74 | $153.12 | $295.89 | $438.65 | $581.44 | $713.33 |

## Section 4.3 Solid Waste Collection and Disposal

Republic will collect solid waste from residential and commercial customers on each Friday. If the regular collection day falls on Thanksgiving Day, Christmas Day, or New Year's Day, then the collection will occur on the next calendar day. Trash carts must be placed at the curbside with no more than six (6) additional bags or brush bundles no later than 7:00 A.M. on the collection day

## Section 4.4 Recycling Collection and Disposal

Republic will collect recycling materials from residential and commercial customers on every other week, on Friday. Acceptable recycling materials include: aluminum, tin, newspaper, office paper, junk mail, magazines, boxboard, cardboard, glass (jars and bottles), and plastic containers #1 - #7. If the regular collection day falls on Thanksgiving Day, Christmas Day, or New Year's Day, then the collection will occur on the next calendar day. Recycling carts must be placed at the curbside no later than 7:00 A.M. on the collection day. Republic is not obligated to collect any recycling materials that are not properly contained within a recycling cart

## Section 4.5 Bulk Waste

Residential and commercial customers may contact Republic up to four (4) times per calendar year to schedule curbside bulk waste pick ups. Bulk waste may not exceed four (4) cubic yards. Refrigerators and air conditioners must have Freon removed by a certified technician and be tagged. Any items containing chlorofluorocarbons (CFCs), meaning chemicals containing carbon, chlorine, and fluorine, will not be collected. Also excluded are construction debris, dead animals, toxic or Hazardous Waste, tires, motor oil, cooking oil, batteries, rocks, dirt, concrete, ammunition, hot ashes, medical waste, auto parts, waste generated by commercial contractors, stumps, glass (plate and tempered), and mirrors.

## Section 4.6 Placement of Solid Waste/Recycling Carts

All trash and recycling carts must be placed at or within five (5) feet of the curbside and should be unobstructed and readily accessible to Republic's crew. When construction work is being performed in the right-of-way, carts should be placed as close as practical to an access point for Republic's collection vehicle. If the residential or commercial customer is maintaining improper or inadequate carts or containers, Republic may refrain from collecting all or a portion of such trash or recycling. Customers will be notified of the reason for non-collection and Republic will resume collection once the customer eliminates the issue and conforms to all of the District and Republic's rules and requirements

## Section 4.7 Christmas Tree Pick-Up

Republic will collect Christmas trees placed at curbside from December 26th of each calendar year through January 31st of the subsequent calendar year at no extra charge.

# 5.0 DELINQUENT ACCOUNTS

## Section 5.1 Payment of Rates and Fees

The District will bill each customer monthly for all services rendered in the preceding month. All bills are due on the due date specified on the bills and will become delinquent if not paid as provided on the bills. The District's operator will turn all overdue accounts over to a collection agency for appropriate action.

## Section 5.2 Late Charge

A late charge of ten percent (10%) of the amount of the bill will be added for each monthly billing date the delinquent amount, including a delinquent stand-by fee, remains unpaid. If a bill for water or wastewater remains delinquent for 30 days, water service will be discontinued in accordance with this Service Policy. Prior to termination, the customer will be notified of the amount due by letter sent by United States Mail, First Class. A delinquent bill renders the entire account delinquent and the entire account must be paid in full in order to avoid interruption of service.

## Section 5.3 Discontinuance Due to Dishonored Checks

1. Water service will be discontinued in accordance with this Service Policy for any water or wastewater account for which a check for payment has been dishonored by the financial institution. Prior to termination, the customer will receive a notice of termination by the District Operator's placing the notice at the customer's service address three (3) days prior to termination. Payment by a customer who has presented a dishonored check must be made by cash, money order or cashier's check. Personal checks will not be accepted.

2. The District further reserves the right to charge a customer paying a bill with a check that is dishonored an amount established from time to time by the District's Operator, 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.

## Section 5.4 Collection of Delinquent Amounts

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 attorney's fees.

## Section 5.5 Notification of Alternative Payment Programs or Payment Assistance

If a customer contacts the District Operator to discuss their inability to pay a bill or indicates that they are in need of assistance with their bill payment, the District Operator will inform the customer of all available alternative payment and payment assistance programs available from the District, such as deferred payment plans, as applicable, and of the eligibility requirements and procedure for applying for them. A deferred payment plan

is an agreement between the District and a customer in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. All deferred payment agreements must be in writing. If is understood that the District Operator may suspend the termination of services to customers for up to 30 days based on the District Operator's determination that the customer is making a good faith effort to pay the District's account. However, extensions beyond 30 days must be approved by the District's Board of Directors.

**Section 5.6 Post-Bankruptcy Services**

In the event of bankruptcy of any District customer, amounts due for pre-bankruptcy services will be posted on 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 Service Policy. Any existing security deposit held by the District as security for sums due for pre-bankruptcy services 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 to the District, the District may discontinue service to the customer in accordance with the provisions of this Service Policy.

**Section 5.7 Additional Methods of Notification**

In addition to the mailed notice provided in Section 5.2, the District Operator may use automated/robo-calls, emails, and/or door tags to provide additional notice to customers of delinquent accounts.

**Section 5.8 Extreme Weather Emergencies**

1. The District Operator shall not impose a late fee on, or disconnect water or wastewater service of, a customer for nonpayment of a bill that is due during an extreme weather emergency until after the extreme weather emergency is over.

2. Customers may request to establish an alternative payment agreement for unpaid bills that are due during an extreme weather emergency. If the District Operator receives such request within 30 calendar days from the date the extreme weather emergency ends, the District Operator shall offer the customer a payment agreement and deadline for accepting the payment agreement. The requirements for a payment agreement provided in 16 Texas Administrative Code § 24.173 shall apply to this Section.

3. The District Operator shall not disconnect water or wastewater service for unpaid bills that are due during an extreme weather emergency of a customer that has requested a payment agreement until after the payment agreement has been offered and the customer has either declined to accept the payment agreement in a timely fashion or violated the terms of the payment agreement.

4. Any preexisting disconnection notices issued to a customer for unpaid bills due during an extreme weather emergency are suspended upon the timely request for a payment

agreement. If the customer does not timely accept the offered payment agreement or violates the terms of the payment agreement, any suspended disconnection notices are reinstated, and the District or District Operator may renegotiate the terms of the payment agreement or disconnect service on or after the disconnection date listed on the disconnection notice.

5. If there is not a preexisting disconnection notice and the customer does not timely accept the offered payment agreement or violates the terms of the payment agreement, the District or District Operator shall issue a disconnection notice prior to disconnection of water or wastewater service.

# APPENDIX A MAP OF DISTRICT BOUNDARIES

Lakeside WCID No. 1

