

**AMENDED AND RESTATED ORDER ESTABLISHING WATER, WASTEWATER,  
AND SOLID WASTE SERVICE RATES, CHARGES AND TAP FEES, AND ADOPTING  
GENERAL POLICIES WITH RESPECT TO THE DISTRICT'S WATER,  
WASTEWATER, AND DRAINAGE SYSTEMS**

**Adopted August 14, 2025  
to be effective September 1, 2025**

**THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §**

**WHEREAS**, pursuant to Section 49.212, Texas Water Code, the Board of Directors (the “Board”) of Williamson County Municipal Utility District No. 22 (the “District”) is authorized to adopt and enforce all necessary rates, charges, fees, and deposits for providing District facilities or services;

**WHEREAS**, pursuant to 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; (iii) prevent waste or the unauthorized use of water; or (iv) to regulate privileges on any land or easement controlled by the District; and (v) provide and regulate a safe and adequate freshwater distribution system;

**IT IS, THEREFORE, ORDERED BY THE BOARD** as follows:

**I.       GENERAL POLICIES**

A.       Definitions. For purposes of this Order, the following terms will have the meanings indicated:

1.       “Acceptance Deadline” means the deadline offered by the District to an Affected Customer for accepting a Payment Schedule.
2.       “Affected Customer” means a Customer that receives retail water or wastewater services from the District in an area experiencing an Extreme Weather Emergency and has a bill with a Due Date during the Extreme Weather Emergency.
3.       “Applicant” means any Person seeking approval of a Connection, service application, Non-Domestic Waste permit, or any other type of approval from the District.
4.       “Backflow Prevention Device” means an assembly or device that is designed to prevent backflow of water into the District’s Water System and meets the testing standards accepted by the American Water Works Association or the University of Southern California Foundation for Cross Connection Control and Hydraulic Research.
5.       “Board” has the meaning ascribed thereto in the recitals.
6.       “BOD” means biochemical oxygen demand.
7.       “Builder” means a developer, contractor, or builder of Residential dwellings or Fourplexes.

8. “City” means the City of Hutto, Texas.
9. “COD” means chemical oxygen demand.
10. “Commercial” means all structures which are receiving service from the District’s Systems and are not dwellings with less than five dwelling units. Except as otherwise provided in this Order, Multi-Family will be considered Commercial.
11. “Commission” means the Texas Commission on Environmental Quality or its successor agency.
12. “Connection” means each dwelling 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.
13. “Cross-Connection” means any direct or indirect connection between the District’s Water System and any other source of water or source of potential contamination.
14. “Customer” means (a) a Person that receives service from the District’s Systems; (b) an owner of property where a Connection to the District’s Systems exists; or (c) a Person who receives the benefit of the District’s services.
15. “Customer Service Inspection Certificate” means the Customer Service Inspection Certificate in the form attached as **Exhibit A**.
16. “Delinquency Date” means the 26<sup>th</sup> day of the month.
17. “District” has the meaning ascribed thereto in the recitals.
18. “District’s Representative” means the general manager of the District or another representative or employee of the District acting pursuant to the direction of the general manager or the Board.
19. “District’s Drainage System” means the District’s drainage and water quality facilities.
20. “District’s Systems” means the District’s Drainage System, the District’s Water System, and the District’s Wastewater System.
21. “District’s Wastewater System” means the District’s wastewater collection, treatment, and disposal system.
22. “District’s Water System” means the District’s water treatment and distribution system.
23. “Due Date” means the date specified in a Customer’s bill as the date that payment is due.
24. “Elderly Individual” means a Residential Customer who is 60 years of age or older and occupies the entire dwelling unit at which a Connection exists.

25. “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 that the temperature exceeds 28 degrees Fahrenheit.

26. “Fourplex” means a dwelling structure with four dwelling units.

27. “Irrigation Connection” means a permanent connection to the District’s Water System to provide water for irrigation.

28. “Living Unit Equivalent” or “LUE” means the amount of water or wastewater capacity necessary to provide a single unit of service as defined by continuous duty maximum flow rate in gallons per minute for a 5/8” water meter using American Water Works Association C700-C703 standards. With respect to water capacity, the number of LUEs will be determined by the size and type of the water meter purchased as follows:

<b>Meter Type and Size</b>	<b>Living Unit Equivalent</b>
5/8” simple	1.0
3/4” simple	1.5
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

Larger meter sizes and equivalencies for water capacity will be determined on a case by case basis by Manville Water Supply Corporation, the District’s wholesale supplier. With respect to wastewater capacity, the number of LUEs will be as determined by the LUE conversion criteria set forth in the attached **Exhibit B**.

29. “Multi-Family” means a dwelling structure contained on a site with five or more dwelling units.

30. “Non-Domestic Waste” means any wastewater or discharge other than ordinary domestic wastewater, including, but not limited to industrial waste, commercial waste, and water from swimming pools.

31. “Order” means this Amended and Restated Order Establishing Water, Wastewater, and Solid Waste Service Rates, Charges, and Tap Fees, and Adopting General Policies with Respect to the District’s Water, Wastewater, and Drainage Systems.

32. “Payment Schedule” means an agreement between the District and an Affected Customer that allows the Affected Customer to pay, in one or more installments, an unpaid bill with a Due Date during an Extreme Weather Emergency after its Due Date.

33. “Permanent Fire Line Connection” means a permanent connection to the District’s Water System to provide water for facilities specifically designed for fire-protection of particular buildings in the District, such as looped fire lines.

34. “Person” means any individual or entity, including, without limitation, any association, for profit or non-profit corporation, joint stock company, proprietorship, partnership, joint venture, governmental entity, agency, or authority, or any other legal entity.

35. “Plumbing Code” means the International Plumbing Code, published and as amended from time to time by the International Code Council, together with any local amendments thereto adopted by the City.

36. “Plumbing Inspector” means an independent plumbing inspector licensed by the Texas State Board of Plumbing Examiners (TSBPE) that is retained by the District.

37. “Recognized Tester” means an individual who has completed a Commission approved course on Cross-Connection control and backflow prevention and passed an exam administered by the Commission or its agent that is employed by the District’s Representative.

38. “Residential” means a dwelling structure with less than four dwelling units.

39. “Rules” means such rules and regulations as the District may adopt pursuant to Section 54.205, Texas Water Code, including those adopted in this Order and the Wastewater Regulations.

40. “Service Line” means a Wastewater Service Line or a Water Service Line.

41. “Smart Meter” means an advanced metering infrastructure water meter issued by the District that is capable of automatically measuring and transmitting usage and other data.

42. “Solid Waste” means solid waste resulting from normal municipal residential activities. It will not include construction or demolition waste or any items defined by the U.S. Environmental Protection Agency, federal, state, or local law as Hazardous Waste.

43. “SS” means suspended solids.

44. “Tap” means a Wastewater Tap or a Water Tap.

45. “Temporary Fire Hydrant Connection” means a connection to a fire hydrant or surface flushing valve in the District to provide water on a temporary basis, such as a fire hose connected for fire-fighting or fire-protection purposes.

46. “Timely Request” means a request for a Payment Schedule that is made within 30 days from the date the Extreme Weather Emergency ends.

47. “Wastewater Regulations” means the wastewater regulations adopted in Chapter 15-10 of the City of Austin, Texas Code of Ordinances, as amended from time to time.

48. “Wastewater Service Line” means the wastewater line from the foundation of a building, including Residential and Commercial structures, to the District’s Wastewater System.

49. “Wastewater Tap” means the physical connection of a Wastewater Service Line to the District’s Wastewater System.

50. “Water Conservation and Drought Contingency Plan” means the Water Conservation and Drought Contingency Plan adopted by the District, as may be amended from time to time.

51. “Water Service Line” means the water line from the foundation of a building, including Residential and Commercial structures, to the District’s Water System.

52. “Water Tap” means the physical connection of a Water Service Line to the District’s Water System.

B. All Services Required. Except as otherwise expressly approved by the Board, the District will be the retail water and wastewater service provider to all Customers in the District as required by the District’s Strategic Partnership Agreement with the City. No City services will be provided in any area within the District prior to the time that the City annexes the District for full purposes. Except as otherwise expressly authorized in the Rules or approved by the Board, no service will be provided by and through the District’s Systems unless the Applicant agrees to take both water and wastewater service; however, this will not apply to Temporary Fire Hydrant Connections or Irrigation Connections and, in the event District water is not yet available, wastewater service may be provided separately. Solid Waste collection is required for all Residential and Fourplex Customers. Additionally, a Person who receives or is provided a water supply, water service, or wastewater service from any source (including, by way of example only, a private water well for water supply or a septic tank for sanitary waste disposal) other than through the District’s Systems will not be eligible to make or maintain an Irrigation Connection, Permanent Fire Line Connection, or Temporary Fire Hydrant Connection to the District’s Systems.

C. All Services Charged. At no time will the District render water, wastewater, or Solid Waste service to any Person without charge.

## **II. CONNECTIONS TO AND SERVICE FROM THE DISTRICT’S SYSTEMS; CONSTRUCTION OF CONNECTING FACILITIES**

### **A. Applications for Connections.**

1. Any Applicant desiring to install water and/or wastewater facilities to be connected to the District’s Systems must first submit an application for the proposed Connection in the form approved by the Board to the District’s Representative prior to commencement any construction. The Application must include a copy of the Applicant’s proposed plans for utilities, drainage, erosion control, and Non-Domestic Waste disposal, all fees, deposits, or other items required by this Order, and any other items requested by the District’s Representative. The Applicant must, upon request, furnish the District’s Representative with evidence that the party who will actually install the Taps and Service

Lines has comprehensive general liability insurance in the minimum amounts of \$300,000.00 bodily injury and \$50,000.00 property damage, with an underground rider and a completed operations rider.

2. The District's Representative and the District's engineer will review all applications for Connections to the District's Systems and all items submitted with each application. In the event that the District's Representative finds that the materials to be used and the procedures and methods to be followed in laying the Service Lines and making the Tap are equal to or better than the standards established by the Plumbing Code and are in compliance with all terms and conditions of the Rules, the District's Representative and the District engineer may approve the application, the plans, and the proposed Connection, subject to such terms or conditions as the District's Representative and/or the District's engineer deem necessary or convenient to accomplish the purpose and objectives of the Rules.

**B. Installation of Connections to the District's Systems.**

1. After authorization is granted by the District's Representative, the Applicant may proceed with construction in accordance with the approved plans, and no variations to these plans will be permitted unless approved, in writing, by the District's engineer and District's Representative.

2. All Service Lines, Taps, and related materials, except water meters, will be furnished by the Applicant. Water meters will be required for all Water Taps, will be furnished by the District upon payment of all applicable fees and charges, and will remain the property of the District.

3. All Service Lines and Taps must be installed by the Applicant or the Applicant's contractor in accordance with the Plumbing Code and the Rules and all pipe and fitting materials must conform to the Plumbing Code, City Standards, or the approved construction plans and details bearing the City's approval and meet the rules of the Commission, as applicable.

4. A District-owned water meter and a District-approved meter box will be installed for each Water Tap at the location specified by the District's Representative and a gate valve (owner's shut off valve) controlling all outlets must be installed on the discharge side of each water meter. If a water meter box subsides or tilts more than one (1) inch within one (1) year after installation, the installer will be obligated to raise or straighten the meter box to the proper position. The installation of all water meters and meter boxes in the District must conform to the City's standard installation details.

5. Wastewater Service Lines must be a minimum of four (4) inches in diameter for Residential Connections and a minimum of six (6) inches in diameter for Commercial Connections. Warped and sagging Wastewater Service Lines will not be permitted and all Wastewater Service Lines must be constructed to true alignment and grade. Unless otherwise approved by the District's Representative, the minimum grades for Wastewater Service Lines are as follows: (i) two foot drop per hundred feet (2%) for four (4) inch Wastewater Service Lines; (ii) one foot drop per hundred feet (1%) for six (6) inch Wastewater Service Lines; and (iii) six inch drop per hundred feet (0.50%) for eight (8) inch Wastewater Service Lines. Each horizontal Wastewater Service Line will be provided with a cleanout at its upper terminal, and each such run of piping which is more than 100 feet in length will be provided with a cleanout for each 100 feet, or fraction thereof, in the length of such piping. Each cleanout will be installed so that its opens in a

direction opposite to the flow of the waste, and, except in the case of “wye” branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe. Each cleanout must be fitted with an airtight mechanical plug and meet any other requirements specified by the District’s Representative or the District engineer.

6. Building tie-on connections must be made directly to the stub-out from the building plumbing at the foundation. Water-tight adapters of a type compatible with the materials being joined will be used at the point of connection of a Wastewater Service Line to the building plumbing. No cement grout materials will be permitted. Unless a written exception is permitted by the District’s Representative, existing “wye” and stack connections must be utilized for connection of a Wastewater Service Line to the District’s Wastewater System. No bends or turns at any point will be greater than 45 degrees.

7. Neither Water Service Lines nor any other underground water pipes will be run or laid in the same trench with non-metallic Wastewater Service Lines or drainage piping, except as set forth below. Unless otherwise approved by the District’s Representative, Water Service Lines and Wastewater Service Lines will be not less than three (3) feet apart horizontally and must be separated by undisturbed or compacted earth. Notwithstanding the foregoing, a Water Service Line may be placed in the same trench with a Wastewater Service Line if a centralized wastewater system exists, provided that all three (3) of the following conditions are met:

a. The bottom of the Water Service Line, at all points, is at least twelve (12) inches above the top of the Wastewater Service Line.

b. The Water Service Line is placed on a solid shelf excavated at one side of the common trench and the two lines are separated by a minimum of eighteen (18) inches.

c. The Water Service Line must be installed with water tight joints tested to a minimum of 150 PSI.

8. Any lawn sprinkling systems that are constructed must be equipped with an approved vacuum breaker or reduced pressure zone assembly installed on the discharge side of each of the last valves. The vacuum breaker or reduced pressure zone assembly must be installed at least six (6) inches above the surrounding ground and above a sufficient number of heads so at no time will the vacuum breaker or reduced pressure zone assembly be subject to back pressure or drainage.

9. After an authorized connection is made to the District’s Systems, and before the Service Lines and Taps are covered or enclosed with dirt or any other material, the Service Lines and Taps must be inspected by the District’s Representative to verify that the Service Lines and Taps have been properly installed in accordance with the requirements of the approved application for such Connection, this Order, and the Plumbing Code. The District’s Representative will also verify that the bedding materials to be used to cover or enclose the Service Lines and Taps are suitable under the standards required by the approved application for such Connection, this Order, and the Plumbing Code and such proposed bedding materials must be on-site at the time of inspection by the District’s Representative. The Applicant will be responsible for covering or enclosing the Service Lines and Taps with proper materials as authorized by this Order and approved by the District’s Representative. No service will be provided and no meter will be installed until the District’s Representative has inspected and approved the Connection, the District’s engineer has approved the plans for, inspected, and approved any drainage or

Non-Domestic Waste disposal proposed and delivered written notice of approval to the District's Representative; all applicable fees have been paid; and the property the subject of the application is otherwise in compliance with the Rules.

10. All Service Lines and Taps must be properly bedded in washed sand to provide six (6) inches of cushion below the Service Line and six (6) inches above the Service Line and must be covered or enclosed to the same elevation as the top of the adjacent curb and compacting all trenches to a Proctor density of ninety percent (90%). Trench bottom and walls must be cleared of all protruding rocks which could damage the Service Line before the sand bedding is put into place. No rocks or other material over six (6) inches in diameter may be used for backfill over the sand.

11. The Person making a Tap or installing a Service Line must backfill any cuts made in paved streets. The cuts must be filled with sand, road base, and cement materials approved by the District's Representative that meet the standards of Williamson County and must be compacted to standard acceptable densities as established by the District's Representative and covered with paving material in a manner acceptable to the District.

C. Irrigation Connections. Irrigation Connections may be made under the same procedures and requirements applicable to regular Connections, including, without limitation, the requirements set forth in Article II.B.8 above. Rates, charges, and fees applicable to Irrigation Connections will be established by the Board at the time of application. A separate, dedicated irrigation meter is required for any Irrigation Connection receiving water from the District's Water System.

D. Temporary Fire Hydrant Connections.

1. Temporary Fire Hydrant Connections to combat active fires in the District may be made without prior notification to or approval of the District as the exigencies of the matter may require; provided, however, that after any Temporary Fire Hydrant Connection is made for emergency firefighting purposes, the Person or Persons that made the Temporary Fire Hydrant Connection must inform the District of the amount of time water was used through the Temporary Fire Hydrant Connection and the estimated amount of water used as promptly as possible.

2. Except for Temporary Fire Hydrant Connections for emergency firefighting purposes, no Person may withdraw water from flushing valves, fire hydrants, or other appurtenances of the District's Water System through a Temporary Fire Hydrant Connection unless such Person has requested and received approval from the District's Representative for a Temporary Fire Hydrant Connection and utilizes a fire hydrant meter and Backflow Prevention Device issued to it by the District to measure the water withdrawn through the Temporary Fire Hydrant Connection. The fire hydrant meter and Backflow Prevention Device must be installed by the District's Representative before withdrawing any water from the Temporary Fire Hydrant Connection and the use of unmetered water constitutes theft and will be prosecuted as such. The required fire hydrant meter and Backflow Prevention Device must be attached directly to the fire hydrant or flushing valve and used at all times when a Temporary Fire Hydrant Connection is made for any purpose, including construction, development, street cleaning, or any other construction-related activities. The Person to whom the fire hydrant meter and Backflow Prevention Device are issued will be responsible for securing the fire hydrant meter and Backflow Prevention Device, for keeping the fire hydrant meter and Backflow Prevention Device in good working condition, and for ensuring compliance with the requirements of this provision by any Person performing work on their behalf, including



contractors and subcontractors. A violation by a contractor or subcontractor performing work on behalf of a Builder or developer will be deemed to be a violation by the Builder or developer. Deposits, rates, fees, and charges applicable to Temporary Fire Hydrant Connections will be charged and collected in accordance with this Order.

E. Permanent Fire Line Connections. Permanent Fire Line Connections may be made under the same procedures and requirements applicable to regular Connections. The District may, at its discretion, require a meter for a Permanent Fire Line Connection. Rates, fees, deposits, and charges applicable to Permanent Fire Line Connections will be established by the Board at the time of application. In addition to any meter that may be required for a Permanent Fire Line Connection, a Permanent Fire Line Connection must have a Backflow Prevention Device with a detector meter assembly installed at the point of connection to the District's Water System. In the absence of a meter, the amount of water used through a Permanent Fire Line Connection for any purpose, including fire-fighting or a leak in the fire line, will be determined by the District's Representative on the basis of information and data reasonably available and billed to the Customer. In the absence of fraud, capriciousness, or grossly arbitrary action, the determination of the District's Representative will be final.

F. Applications for Service. Any Applicant desiring to receive services from the District to a previously approved Connection must make an application for service to the District's Representative in the form approved by the Board. All applications must be made by the resident, occupant, or owner of the property for which service is being requested. Proof of ownership or residency must be furnished to the District's Representative upon request. If the District's Representative believes that an Applicant is applying for service at a service address where the current Customer is in arrears primarily to allow the current Customer to avoid payment of a past due invoice, the District may deny the application for service.

G. Payment of Fees. Any Applicant desiring to make a Connection to the District's Systems and/or receive services from the District must pay all applicable fees, deposits, or charges required by this Order and the Rules to the District's Representative at the time the application for such Connection and/or service is made. No Connection may be made and no services may be provided until all fees, deposits, and charges for the requested Connection and/or services and any outstanding fees, deposits, or charges relating to any prior Connections or services by the Applicant are paid. Any Applicant that has any outstanding fees due to the District will not be permitted to make any additional Connections or receive any services until all outstanding fees are paid. Except as otherwise expressly provided in this Order, all fees and charges are non-refundable.

### **III. FEE SCHEDULE**

A. Application Fee for Connection. The application fee for any Applicant desiring to make a Connection to the District's Systems is \$5,000. The application fee is non-refundable. If the District's estimated cost to review an application exceeds \$5,000, the Applicant must post a deposit in an amount determined by the District. The cost of review over and above the initial \$5,000 fee will be on a time and materials basis. Any portion of the deposit not used will be refunded to the Applicant.

B. Meter Charge and Water Tap and Initial Water Tap Inspection Fees. The District's meter charge and Water Tap and initial Water Tap inspection fees are as follows:

1. Meter Charge: Cost of the meter
2. Water Tap Fee:

<u>Meter Size</u>	<u>Tap Fee</u>
5/8"	\$360.00
3/4"	\$435.00
1"	\$650.00
1-1/2"	\$1,750.00
Over 1-1/2"	If installed by Applicant, \$350.00 per LUE; If installed by District, cost times three

3. In addition to the foregoing fees, if the District installs a Water Tap and is required to perform excavation work and/or provide connecting facilities, the Applicant must pay the District the cost of such work and/or connecting facilities plus 25%.
4. Initial Water Tap Inspection Fee:
  - a. Under 1" meter: \$300
  - b. 1" or larger meter: Cost to the District plus 25%.

C. Wastewater Tap and Initial Wastewater Tap Inspection Fees. The District's Wastewater Tap and initial Wastewater Tap inspection fees are as follows:

1. Wastewater Tap Fee:
  - a. Residential/Fourplex: \$360 per LUE, as determined by the LUE conversion criteria in **Exhibit B** attached hereto.
  - b. Commercial: If installed by Applicant, \$360 per LUE, as determined by the LUE conversion criteria in **Exhibit B** attached hereto; if installed by District, cost times three.
2. In addition to the foregoing fees, if the District installs a Wastewater Tap and is required to complete excavation work and/or provide any connecting facilities, the Applicant must pay the District the cost of such work and/or connecting facilities plus 25%.
3. Initial Wastewater Tap Inspection Fee:
  - a. Under 1" meter: \$300
  - b. 1" or larger meter: Cost to the District plus 25%

D. Additional Tap Inspection Fees and Tap Re-Inspection Fees. If more than one inspection is required before a Tap is approved by the District, the fee for each additional inspection will be the cost to the District as established by the District's operations services agreement with the District's Representative, which will be back-charged to the responsible Customer. If more than one inspection is required because an inspection is failed, a re-inspection fee will be assessed for any re-inspection required and will be the cost to the District, as established by the District's operations services agreement with the District Representative. If the property is not accessible for inspection at the time an inspection is scheduled, the inspection will be deemed to have been failed and a re-inspection fee will be assessed.

E. Expiration of Taps and Tap Transfer Fees. Taps may be pre-purchased in order to reserve capacity in the District's Systems and will expire eighteen (18) months after date of purchase of said Tap. All Tap fees are non-refundable; provided, however, that a pre-purchased Tap may be transferred from one lot within the District to another lot within the District upon approval by the District and payment of a \$25.00 transfer fee for each Tap.

F. Capital Recovery and LUE Fees. Any Applicant desiring to make a Connection to the District's Systems must pay to the District, prior to or concurrently with payment of applicable Tap fees, the applicable capital recovery fee and LUE fee as set by the District's wholesale water and wastewater providers in accordance with the District's contracts with those wholesale providers. No Tap will be issued until such required fees have been paid.

G. Plumbing Inspection Fees. The fee for each plumbing inspection, including any re-inspection that is required due to a failed inspection, that is conducted in accordance with Article XII below will be the cost to the District, as set forth in the District's contract with the Plumbing Inspector.

H. Back Flow Prevention Device Inspections. The fee for each Backflow Prevention Device inspection required by this Order will be equal to the cost to the District as set forth in the District's operations services agreement with the District's Representative. Such fee must be paid prior to the inspection.

I. Additional Charges. Any non-routine charges incurred by the District in connection with any Tap and/or inspection will be the responsibility of the Applicant and will be paid to the District upon demand.

J. Non-Domestic Waste Permit Application Fee. The application fee for any Applicant desiring to apply for a Non-Domestic Waste permit is \$300.00.

K. Application Fee for Initiation of Service. The application fee for any Applicant desiring to initiate service and establish an online Customer account profile with the District's online billing system is \$35. This fee will be assessed on the invoice for the month in which the Applicant applies for service.

L. Service Calls. If a Customer requests that the District's Representative make a service call to a Connection to investigate a leak, sewer back-up, or operational issue that, after investigation, is determined to be the Customer's responsibility, the Customer will be responsible for any costs incurred by the District in connection with the service call. The District may add the amount of any such costs to the Customer's utility bill, or the District may deduct the amount of such costs from the 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.

M. Dishonored Payment Fee. The District's Representative reserves the right to charge a fee for each payment made by a Customer that is dishonored or rejected by a financial institution. Such fee will be in the amount established by the District's Representative from time to time and 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.

N. Reconnection Fee. The District's fees for reconnecting services after services have been disconnected are as follows:

1. District's Water System.

- a. When meter has not been removed: \$50.00
- b. When meter has been removed: \$100.00
- c. After hours reconnection fee: \$275.00  
(when request for same day reconnection  
is made after 5:00 p.m. on a business day)
- d. Weekend and holiday reconnection fee: \$300.00  
(when request for same day reconnection  
is made on a holiday or weekend)

2. District's Wastewater System. Two times the cost to the District.

O. Clean-Out Cap Replacement Fee. The fee for each clean-out cap that is replaced by the District under Article XIII.D below is \$100.00.

#### **IV. DEPOSITS**

A. Customer Security Deposits Generally. Security deposits for Customers will be held by the District to assure the prompt payment of all bills for water, wastewater, and/or Solid Waste services 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 discontinuation of service, the deposit will be applied against amounts due to the District, including any disconnection fees, whether because of the Customer's delinquency or upon the Customer's request. Any portion of the deposit remaining after deduction of such amounts will be refunded to the Customer. In no event will the security deposit bear interest for the benefit of the Customer. Security deposits will not be transferable.

B. Residential and Fourplex Customer Security Deposits. A security deposit of \$150 is required for each single-family dwelling unit (5/8" or 3/4" Residential meter) where the residence is occupied by a Residential Customer who is the owner of the residence. A security deposit of \$200 is required for each single-family dwelling unit (5/8" or 3/4" Residential meter) where the residence is occupied by a Residential Customer who is not the owner of the residence. A security deposit of \$200 is required for each Fourplex Customer. Security deposits for Residential or Fourplex Customers with meters over 3/4" will be assessed as security deposits for Commercial Customers in accordance with Article IV.C below. If a Residential or Fourplex Customer's service is disconnected due to late payment, non-payment, violation of the District's Rules, or any other reason other than the Customer's request, the District will require an additional \$100 security deposit for each disconnection, up to a maximum total additional security deposit of \$600, and this additional deposit must be paid before water service is reconnected. Security deposits for Residential and Fourplex Customers must be in the form of cash, money order, or other form acceptable to the District's Representative. A Residential Customer who owns and occupies the single-family dwelling unit, has no delinquent ad valorem taxes owed to the District, and has promptly paid its account for twenty-four (24) consecutive months may receive a refund of its security deposit upon submitting a written request to the District's Representative; provided, however, that the District may require the Customer to replace the security deposit in the event the Residential Customer thereafter makes late payments for two (2) or more months within a twelve (12) month period or in the event service is terminated due to delinquent fees not being received prior to the termination date set forth in the notice for termination.

C. Commercial Customer Security Deposits. Prior to initiation of service, each Commercial Customer will be required to post an initial security deposit equal to 1.5 times the average monthly utility bill for that Connection or a similar Connection of its kind within the District. In the event no monthly historical bill information is available for the Connection, the initial deposit amount will be based on \$75.00 per LUE. If the average total bill of a Commercial Connection is found to be in excess of the total security deposit on file for a Commercial Customer, the Customer may be required to post an additional security deposit per Connection as determined annually by the District's Representative. Commercial security deposits must be in the form of cash, certified check, bond, or letter of credit approved by the Board as to form and issuer. A Commercial Customer that elects to post a bond or letter of credit for its security deposit will be required to pay an additional \$100 annual service charge to defray the District's administrative expense relating to processing and monitoring the bond or letter of credit.

D. Landlord Security Deposit. The owner of a Residential or Fourplex property used for rental purposes may, at his option, post a security deposit for such property to secure the provision of water and wastewater service to the property by the owner during temporary periods between rentals to tenants. The amount of the security deposit will be the same as that set from time to time for rental units in this Order. The owner will also be responsible for payment of any applicable service initiation fees set forth in this Order.

E. Builder and Developer Security Deposits.

1. Builder Security Deposits. Each Builder must make a one-time \$5,000 deposit covering all Residential or Fourplex properties that the Builder is building or intends to build within the District. The District's Representative will carefully monitor the building of all Residential or Fourplex properties covered by such deposit to ensure that each Service Line and Tap has been inspected and approved prior to being covered. In any instance in which this procedure is not followed, the District's Representative will require the Builder to uncover the Service Line and Tap so that it may be inspected, and any cost to the District for additional inspections or other work resulting from the violation will be deducted from the Builder's security deposit and the Builder will be billed for any amount necessary to fully restore the deposit. The District's Representative may not approve any new Connections for any Builder until the Builder's security deposit has been established or, if any charges are assessed against the Builder's deposit, re-established at the full \$5,000 amount. The Builder's security deposit will be refunded when the Builder finishes its building program within the District and all charges assessed against the Builder are paid in full. For a Builder who intends to construct only one Residential dwelling in the District and executes an affidavit to that effect the Builder deposit will be reduced to \$1,000. Should such Builder later apply to build additional Residential dwellings or Fourplexes within the District, the Builder deposit will be \$5,000. In no event will a Builder security deposit bear interest for the benefit of the Builder.

2. Developer Security Deposits. Each developer of a Commercial project, including a Multi-Family property, or a Residential, Fourplex, or other subdivision within the District, must deposit the sum of \$5,000 with the District's Representative. This deposit will be placed in a separate account and will be refunded, without interest, to the developer on completion of the developer's project within the District.

3. Use of Builder and Developer Security Deposits. The cost of any repairs to the District's Systems caused by a Builder's or developer's negligence or intentional acts, or due to the negligence or intentional acts of any contractor or subcontractor performing work associated with the Builder's or developer's projects; the costs of any professional services incurred by the District due to Builder or contractor damage, dumping or

violations of the District's Rules; and the cost of Connections, inspection services, water service and wastewater service rendered to a Builder or developer will be billed by the District's Representative to the responsible Builder or developer, and will be due and payable upon demand. If, at any time, a Builder or developer is delinquent in paying these bills for a period of 30 days, or is responsible for outstanding bills in the amount of \$200 or more, the District may transfer all or any part of its Builder or developer deposit to the District's operating fund to pay these outstanding or delinquent bills and may require: (i) that the deposit be replenished by the Builder or developer by the amount transferred; or (ii) that, for a Builder, an increased deposit of \$300 multiplied by the number of estimated starts by the Builder over three months or \$5,000, whichever is more, or, for a developer, that an increased deposit of \$5,000, be made. No additional Taps will be sold nor will any other approvals be issued to a Builder or developer who is delinquent in the payment of any sums due to the District.

F. Permanent and Temporary Fire Hydrant Connection Security Deposits. Unless otherwise approved by the District, a deposit in the amount of \$2,500 is required for each fire hydrant meter and Backflow Prevention Device issued for a Temporary Fire Hydrant Connection or Permanent Fire Line Connection. If the District does not have a fire hydrant meter and/or Backflow Prevention Device available at the time of request, the Applicant will, in addition to the deposit, be responsible for the actual cost incurred by the District to purchase the item(s) that are not available. If the fire hydrant meter and/or Backflow Prevention Device are lost, stolen, not returned, or damaged while being utilized by the Customer, the cost of the fire hydrant meter, Backflow Prevention Device, and/or repairs as well as any unpaid sums due from the Customer to the District for water charges or other sums payable under this Order will be deducted from the deposit or any other deposits held by the District and the District may further require that the Customer replenish the deposit by an equivalent amount before making any additional Connections to the District's Systems.

## **V. WATER, WASTEWATER, AND SOLID WASTE SERVICE RATE SCHEDULE; NON-DOMESTIC WASTE PERMIT MONTHLY FEES AND SURCHARGES**

A. Water, Wastewater, and Solid Waste Service Rates. The following rates and charges for the sale of water, the collection and disposal of sewage, and the collection and disposal of Solid Waste will be in effect for all Customers of the District's Systems from the effective date of this Order:

### **1. Monthly Residential Water, Wastewater, and Solid Waste Services.**

- |    |   |                          |
|----|---|--------------------------|
| a. | Water Usage Charge:<br>(includes 2,000 gallons of usage)  | \$34.70                  |
| b. | Water Gallonage Charge:<br>(for usage over 2,000 gallons) |                          |
|    | 2,001 – 15,000 gallons                                    | \$6.50 per 1,000 gallons |
|    | Over 15,000 gallons                                       | \$7.75 per 1,000 gallons |
| c. | Wastewater Usage Charge:                                  | \$56.74                  |
| d. | Wastewater Commodity Charge:                              | Not Applicable           |

- |    |                             |                                      |
|----|-----------------------------|--------------------------------------|
| e. | Solid Waste Service Charge: | Included in Water Usage Charge above |
|----|-----------------------------|--------------------------------------|

2. Monthly Fourplex Water, Wastewater, and Solid Waste Services.

- |    |   |                                      |
|----|---|--------------------------------------|
| a. | Water Usage Charge:<br>(includes 2,000 gallons of usage)  | \$26.40 per meter                    |
| b. | Water Gallonage Charge:<br>(for usage over 2,000 gallons) |                                      |
|    | 2,001 – 15,000 gallons                                    | \$6.50 per 1,000 gallons             |
|    | Over 15,000 gallons                                       | \$7.75 per 1,000 gallons             |
| c. | Wastewater Charge:  | \$56.74                              |
| d. | Wastewater Commodity Charge:                              | Not Applicable                       |
| e. | Solid Waste Service Charge:                               | Included in Water Usage charge above |

3. Monthly Commercial, Multi-Family, and Builder Water, Wastewater, and Solid Waste Services.

- |    |   |
|----|---|
| a. | Water Usage Charge:<br>(does not include any usage) |
|----|---|

<u>Meter Size</u>	<u>Charge Per Meter</u>
5/8"	\$15.00
3/4"	\$22.50
1"	\$37.50
1-1/2"	\$75.00
2"	\$120.00
3"	\$225.00
4"	\$375.00
6" or larger	\$600.00

- |    |                         |                          |
|----|-------------------------|--------------------------|
| b. | Water Gallonage Charge: |                          |
|    | 0 - 15,000 gallons      | \$6.50 per 1,000 gallons |
|    | Over 15,000 gallons     | \$7.75 per 1,000 gallons |

- |    |                          |
|----|--------------------------|
| c. | Wastewater Usage Charge: |
|----|--------------------------|

<u>Meter Size</u>	<u>Charge Per Meter</u>
5/8"	\$56.74
3/4"	\$85.11
1"	\$141.85
1-1/2"	\$283.70
2"	\$453.92
3"	\$907.84
4"	\$1,418.50
6" or larger	\$2,837.00

- d. Wastewater Commodity Charge:
  - i. Commercial and Multi-Family: \$5.03 per 1,000 gallons
  - ii. Builder: Not Applicable
- e. Solid Waste Service Charge: Solid Waste services not provided

4. Monthly Out-of-District Wastewater and Solid Waste Services.

- a. Wastewater Usage Charge: \$113.48 per LUE  
(does not include Solid Waste service)
- b. Wastewater Usage Charge: \$150.54 per LUE  
(includes Solid Waste service)
- c. Wastewater Commodity Charge: Not Applicable

5. Monthly Fire Hydrant Meter Rates for Temporary Fire Line and Permanent Fire Line Connections.

- a. Water Usage Charge: \$75.00 per meter
- b. Water Gallonage Charge: \$7.75 per 1,000 gallons

C. Wastewater Usage and Commodity Charges. No wastewater usage or commodity charges will be assessed for water utilized through a dedicated irrigation-only or fire hydrant water meter. The wastewater commodity charge for Customers who have both a regular water service meter and a dedicated irrigation-only water meter will be calculated based on 100% of consumption registered by the regular water service meter.

D. Regulatory Assessments. The District will charge each Customer any regulatory assessment required by the Commission. The assessments will be remitted by the District to the Commission and are to be used by the Commission in performing its regulatory duties and in providing technical assistance and training to utilities.

E. Non-Domestic Waste Permit Monthly Testing Fees. The monthly testing fee for each Customer that has been issued a Non-Domestic Waste permit is \$25.00.

F. Non-Domestic Waste Permit Monthly Surcharge for Extra Strength Wastewater. The monthly surcharge for any Customer with a Non-Domestic Waste permit that is discharging extra strength wastewater into the District's Wastewater System will be calculated based on the following formula:

$$S = V \times 8.34 (A [\text{BOD} - 200] + B [\text{SS} - 200])$$

or

$$S = V \times 8.34 (C [\text{COD} - 450] + B [\text{SS} - 200])$$



S: Surcharge in dollars that will appear on the Customers' monthly bills.

V: Wastewater actually billed in millions of gallons during the billing period.

8.34: Pounds per gallon of water.

A: Unit charge in dollars per pound of BOD, which is currently \$0.50.

BOD: BOD strength in milligrams per liter (mg/l) by weight.

200: Normal BOD strength in milligrams per liter (mg/l) by weight.

B: Unit charge in dollars per pound for SS, which is currently \$0.1049.

SS: SS concentration in milligrams per liter (mg/l) by weight.

200: Normal SS concentration in milligrams per liter (mg/l) by weight.

C: Unit charge in dollars per pound for COD, which is currently \$0.50.

COD: COD strength in milligrams per liter (mg/l) by weight.

450: Normal COD strength in milligrams per liter (mg/l) by weight.

For extra strength wastewater having a COD concentration of 2.25 or more times that of the BOD concentration, the surcharge will be based on the COD category in lieu of the BOD category.

If the strength or concentration for BOD, SS, or COD is less than the normal strength for that category, then there will be no surcharge for that category, nor will there be credit given for the total surcharge if the strength or concentration is less than the normal.

The cost factors are based on the capital and operating cost of wastewater facilities to provide treatment for the reduction of excessive BOD, COD, and SS. All flow rates, BOD, COD, and SS values used to determine the surcharge of wastewater Customers will be reevaluated on a periodic basis, as determined by the District's Representative, and will be adjusted to reflect any increase or decrease in wastewater treatment costs. However, if there is a major change in the operation to cause changes in value, the values may be increased or decreased based on a study of changes or actual measurements. Every Customer discharging wastewater into the District's Wastewater System will be responsible for notifying the District's Representative of major changes in its operation affecting the quantity or quality of extra strength wastewater discharged. In the absence of such notification, the surcharge applicable to such Customer will be based on the data available to the District's Representative at the time the surcharge is billed.

## **VI. WASTEWATER REGULATIONS; NON-DOMESTIC WASTE PERMITS**

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

1. No waste material which is not biologically degradable will be permitted to be discharged into the District's Wastewater System, including mud and debris accumulated during construction.

2. No surface runoff or storm water may be discharged into the District's Wastewater System, including, but not limited to, downspouts and yard or area drain runoff.

3. Swimming pool water may not be discharged into the District's Wastewater System unless specifically approved in writing by the Board.

4. Non-Domestic Waste may not be discharged into the District's Wastewater System without the prior written approval of the District's Representative and issuance of a Non-Domestic Waste permit as more particularly described below.

B. Wastewater Regulations. All discharges to the District's Wastewater System must comply with the Wastewater Regulations, which are hereby adopted by reference to the extent not in conflict with the Rules. All references in the Wastewater Regulations to "Director" will mean and refer to the District's Representative; provided, however, all appeals will be made to the Board.

C. Non-Domestic Waste Permits.

1. Permit Required. No Customer may discharge Non-Domestic Waste into the District's Wastewater System unless the Customer has applied for and received a Non-Domestic Waste permit authorizing such discharge in accordance with the Wastewater Regulations.

2. Application. Each application for a Non-Domestic Waste permit must be on the form required by the District's Representative and must be accompanied by the application fee set forth in this Order.

3. Review of Application. The District's engineer will review the application based upon the considerations set forth in the Wastewater Regulations and such additional factors as may be deemed appropriate, and will make a recommendation to the District's Representative on approval or denial of the application and whether pretreatment will be required. If, in the opinion of the District's engineer, 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 each system, the District's Representative will require pretreatment as recommended by the District's engineer as a precondition to the District's receipt and treatment of such Non-Domestic Waste. The discharge from a pretreatment facility must comply at all times with the terms, conditions, and limitations set forth in the Non-Domestic Waste permit issued by the District's Representative and the District's Representative will have the right to inspect pretreatment facilities of each Customer releasing Non-Domestic Waste. If the District's engineer recommends against accepting Non-Domestic Waste into the District's Wastewater System under any conditions, the District's Representative will deny the application.

4. Rates, Fees, and Surcharges.

a. Rates, Fees, and Charges Required by Order or Established by Board. If an application for a Non-Domestic Waste permit is approved, all rates, fees, and charges in this Order will apply and the Board may also establish additional rates and charges that cover, but are not limited to, the cost of treating the Non-Domestic Waste, 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, and any administrative expenses incurred by the District. These rates and charges must be at least sufficient to provide an equitable system of cost recovery that is sufficient to produce revenues, in proportion to the percentage of Non-Domestic Waste to be treated relative to the total waste load to be treated by the District, so as to provide for operation and maintenance of the treatment works, for the amortization of the District indebtedness for the cost of the District's Wastewater System, and for any additional costs necessary to provide adequate waste treatment to meet the waste discharge requirements applicable to the District on a continuing basis.

b. Monthly Testing Fees. In addition to any other fees that may be required by this Order or established by the Board, each Customer that has been issued a Non-Domestic Waste permit must pay the District the monthly testing fee set forth in this Order for testing, compliance, and use of the District's Wastewater System.

c. Monthly Surcharge for Extra Strength Wastewater. Any Customer discharging extra strength wastewater into the District's Wastewater System must pay a monthly surcharge in the amount required by this Order for the additional costs of handling and treatment of such extra strength wastewater in addition to the District's standard monthly wastewater service charges.

D. Additional Costs and Expenses. Additionally, the District will be reimbursed for all costs and expenses incurred in connection with the enforcement of this Article and/or the Wastewater Regulations, including, but not limited to, legal and engineering costs and expenses, the costs to locate the source of a suspected violation, the then-current fees and charges established by the District's laboratory for waste sampling and analytical services plus a five percent administrative charge for testing of the waste associated with such enforcement, and for any damage to the District's Systems. 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.

## **VII. METERING**

### **A. Meter Requirements.**

1. Use of Meter. All water sold by the District will be charged for by meter measurements.

2. Installation by District. The District will provide and install and will continue to own and maintain all meters necessary for the measurement of water to its Customers.

3. Standard Type. The District will not furnish, set up, or put in use any meter that is not reliable and of a standard type that meets industry standards. Special meters not necessarily conforming to such standard types may be used for investigation or experimental purposes.

### **B. Meter Readings.**

1. Meter Unit Indication. In general, each meter will indicate clearly the gallons of water or other units of service for which charge is made to the Customer.

2. Reading of Meters. As a matter of general practice, service meters will be read at monthly intervals, and as nearly as possible on the corresponding day of each meter-reading period, but may be read at other than monthly intervals if the circumstances warrant.

C. Meter Tampering. For purposes of this Order, meter tampering, bypass, or diversion means tampering with a District's meter or other equipment, causing damage or unnecessary expense to the meter, bypassing a meter, making an unauthorized connection to the District's Systems, 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 to divert service or to bypass, inserting objects into 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 authorization 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 Systems will be subject to Article XVI of this Order. 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.

D. Bill Adjustment Due to Meter Error. If any meter is found to be outside of the accuracy standards established by the American Water Works Association, the previous readings will be corrected for the two months immediately preceding the testing of the meter, or from the time the meter was in service since last tested, but not exceeding two months, and an adjusted bill will be rendered. No refund will be made from the District to any Customer except the Customer most recently served by the meter prior to the test.

E. Bill Adjustment Due to Meter Tampering. If a meter is found not to have been registered for any period, to have been bypassed or tampered with, to have not been installed, or, for any reason cannot be located, the District's Representative will bill the Customer for gallons used based on amounts used under similar conditions during the preceding or subsequent period or during corresponding periods in previous years, or used by similar users under similar circumstances. There is a presumption of reasonableness of billing methodology by the District with regard to a case of meter tampering, bypassing, or other service diversion if any of the following methods of calculating such bills are used:

1. estimated bills based upon service consumed by that Customer at that location under similar conditions during periods preceding the initiation of meter tampering or service diversion. These estimated bills will be based on at least 12 consecutive months of comparable usage history of that Customer, when available, or lesser history if the Customer has not been served at that site for 12 months; this subsection, however, does not prohibit the District from using other methods of calculating bills for unmetered water when the usage of other methods is more appropriate;

2. estimated bills based upon that Customer's usage at that location after the service diversion has been corrected; or

3. where the amount of actual unmetered consumption can be calculated by

industry-recognized testing procedures, bills may be calculated for the consumption over the entire period of meter bypassing or other service diversion.

F. Equipment Damage Charges. The District may charge for all labor, material, equipment, and other costs necessary to repair or replace equipment damaged due to meter tampering or bypassing, service diversion, or the discharge of wastes that the District's Systems cannot properly treat. 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.

G. Meter Re-reads and Meter Tests. The District's Representative will, upon request of a Customer, re-read the Customer's meter. If, upon re-reading the meter, the original reading is found to have been correct, the District will charge the Customer for the cost of the re-read. If the original reading is found to have been incorrect, there will be no charge to the Customer for the re-read. The District's Representative will, upon request of a Customer, field test the accuracy of the Customer's meter. If the meter is found to be accurate after conducting the field test, the Customer will be billed for the cost of the field test. If the meter is found to have been inaccurate after conducting the field test, there will be no charge to the Customer for the field test. If a Customer requests that a meter be pulled and tested for accuracy, the Customer will be responsible for all costs incurred by the District in removing and testing the meter unless the meter registers more than two percent above or below the test result under reasonable flow quantities, in which event the costs will be borne by the District. The Customer is entitled to receive a copy of the test report upon request.

H. Leaks; Water Leak Adjustment Policy. Failure to repair a controllable leak within a reasonable time (not exceeding 30 days) after notice from the District to repair the leak will constitute a violation of the District's Rules. If a Customer experiences a water leak beyond the reasonable control of the Customer, the Customer may submit a written leak adjustment request detailing the circumstances of the leak. All requests must be accompanied by a copy of all invoices and documentation evidencing the duration of the leak, confirming that the leak has been repaired, and evidencing a good faith payment toward the bill under leak adjustment review equal to the Customer's prior month's bill. If a Customer has been issued a Smart Meter, the Customer's request must also be accompanied by evidence that the Customer has registered for the Smart Meter customer portal. Water leaks due to Customer error or negligence, such as irrigation controller errors, water spigots or sprinklers left on for extended periods of time, water leaks not repaired within a reasonable time, and water leaks for Customers that have been issued Smart Meters but have failed to register for the Smart Meter customer portal will not be approved. Upon receipt of a complete request, the Customer's usage will be recalculated based upon the Customer's prior history, as determined by the District's Representative. Water usage for the period in which the leak occurred that exceeds the base established by the Customer's prior history will be presumed to be attributable to the leak and will be billed at the wholesale cost of the water plus 5%. The remaining portion of the Customer's water usage will be billed at the District's normal and customary rates under this Order. Customers will only qualify for a leak adjustment once during a 12-month period and leak adjustments will only be granted for one billing cycle. If a leak adjustment credit exceeds \$250.00, the adjustment must be approved by the Board.

## **VIII. RENDERING AND FORM OF BILLS**

A. Rendering of Bills. The District will bill each Customer monthly for all services rendered in the preceding month, in substantial compliance with the procedures established in the City of Austin Utility Service Regulations. Service initiated less than one week before the next billing cycle may be billed with the following month's bill. Bills will be rendered as promptly as possible following the reading of meters. One bill will be rendered for each meter.

B. Information to be Included on the Bill. The Customer's bill will show the total amount due for service and any surcharge, the date of meter reading, the current and previous meter reading, number of gallons metered, the Due Date and Delinquency Date of the bill, the total amount due as penalty for non-payment within a designated period, and the local telephone number or toll free number where the District's Representative can be reached.

C. Payment Obligation. If a Customer does not receive a bill or bills, the Customer's obligation to make payment for services rendered is not diminished or released.

D. Overbilling and Underbilling. If billings for 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 commodity actually used by the Customer and may backbill at the actual cost of the commodity to the District. 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. In cases of meter tampering, bypass, or diversion, the District may, but is not required to, offer a Customer a deferred payment plan.

E. Prorated Charges. When a bill for metered service is issued for a period of less than one month, service will be billed for the amount metered and the minimum charge will be the applicable minimum as shown in this Order prorated for the number of days service was provided.

F. Disputed Bills. 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 for a Customer to avoid discontinuance of service as provided by these sections. Notwithstanding any other section of this Order, the Customer is not required to pay the disputed portion of a bill that exceeds the amount of that Customer's average monthly usage at current rates pending the completion of the determination of the dispute. For purposes of this Section only, the Customer's average monthly usage at current rates is the average of the Customer's total service for the preceding 12-month period. If no previous usage history exists, consumption for purposes of calculating the average monthly usage will be estimated on the basis of usage levels of similar Customers and under similar conditions. Notwithstanding any other section of this Order, a Customer's service is not subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The Customer is obligated to pay any billings not disputed under Article IX of this Order (relating to Delinquent Accounts).

## **IX. DELINQUENT ACCOUNTS**

A. Delinquent Accounts. Except as otherwise set forth in this Order, all bills will be due on the Due Date as specified on the bills and will be considered past due or delinquent if full payment, including any applicable late fee, is not received by the Delinquency Date. If the Due Date or Delinquency Date falls on the weekend or a holiday, the applicable period will be extended to the next business day. For accounting purposes only, and with Board approval, the District's Representative will write off accounts receivable over ninety (90) days past due. This will in no way relieve the past due Customer of any liability for payment. The District's Representative will turn all overdue accounts over to a collection agency for appropriate action. Notwithstanding the foregoing, in accordance with Section 182.002 of the Texas Utilities Code, the District will, without penalty, delay the Delinquency Date of the most recent bill and/or each subsequent bill to be paid by an Elderly Individual until the 25th day after the date each bill is issued, if so requested by the Elderly Individual; provided, however, that, prior to delaying a Delinquency

Date, the District may require a Customer requesting the delay to present reasonable proof that the Customer is an Elderly Individual.

B. Late Charge. A late charge of ten percent (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. Notwithstanding the foregoing, the District may not impose a late fee on an Affected Customer for nonpayment of a bill with a Due Date during an Extreme Weather Emergency until after the Extreme Weather Emergency is over.

C. Dishonored Payment. If a Customer's payment is dishonored or rejected by a financial institution, the District's Representative will send a notice to the Customer's email address on file. This notice will state that service will be terminated not earlier than three (3) days from the date of the notice unless the account is paid in full by cash, money order, or cashier's check. If the Customer does not have an email address on file, notice will be sent by First Class, U.S. mail and will state that service will be terminated not earlier than five (5) days after the notice has been postmarked unless the account is paid in full by cash, money order, or cashier's check. 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 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.

D. Deferred Payment Agreement. If a Customer contacts the District's Representative to discuss his inability to pay a bill or indicates that he is in need of assistance with his bill payment, the District's Representative 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 any arrangement or 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. It is understood that 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.

E. Post-Bankruptcy Services. In the event of bankruptcy of any District Customer, 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 to the District, the District may discontinue service to the Customer in accordance with the provisions of this Order.

F. 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.

## **X. DISCONNECTION AND RECONNECTION OF SERVICE**

A. Disconnection with Notice. Water, wastewater, and/or Solid Waste service may be disconnected or discontinued, as applicable, after proper notice for any of the following reasons:

1. within 15 days from the Delinquency Date, the Customer has neither paid the delinquent bill and all currently past due bills nor entered into, and commenced paying under, a written deferred payment agreement;
2. failure to pay the account in full within the required time after the District has provided notice that the Customer's payment has been dishonored or rejected by a financial institution, as required by Article IX.C of this Order;
3. the Customer has defaulted in the obligations under any deferred payment agreement;
4. violation of the District's Rules pertaining to the use of service in a manner that interferes with the service of others;
5. 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;
6. failure to comply with security deposit arrangements required by this Order;
7. failure to repair a controllable leak within a reasonable time (not exceeding 30 days) after having been given notice to repair the leak;
8. failure to pay taxes in accordance with applicable law, including Section 49.212 of the Texas Water Code; or
9. failure to comply with any other provisions in the District's Rules.

B. Disconnection Without Notice. Water, wastewater, and/or Solid Waste service may be disconnected or discontinued, as applicable, without notice where a known dangerous condition related to the type of service provided exists for as long as the condition exists or where service is connected without authority by a Person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment or in instances of tampering with the District's meter or equipment, bypassing the same, or other instances of diversion. Where 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.

C. Disconnection Prohibited. Water, wastewater, and/or Solid Waste service will not be disconnected or discontinued, as applicable in the following circumstances: (1) delinquency in payment for District service by a previous occupant of the premises; (2) failure to pay the account of another Customer as guarantor thereof, unless the District has in writing required the grantee as a condition precedent to service; or (3) the Customer has notified the District's Representative of the Customer's desire to protest the disconnection, which requires the District to comply with the procedures set forth in Article X.E below prior to disconnecting the Customer's service.

D. Notice of Disconnection of Service. Proper notice of disconnection of service consists of a separate mailing by first class mail, postage prepaid at least 7 days prior to a 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 must be attached to or on the face of the termination. The notice will advise the Customer of the basis for the District's decision to disconnect service and that he 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. The District's Representative's telephone number must appear on the notice together with information regarding appropriate times to contact the District's Representative. If notice is mailed, the stated date of disconnection may not fall on a holiday or weekend, but will be the next working day after the 7th day. Payment at the District's authorized payment agency is considered payment to the District. The District will not issue a termination notice to the Customer earlier than the first day a bill becomes delinquent, so that a reasonable length of time is allowed to ascertain receipt of payment by mail or at the District's authorized payment agency. After notice of termination has been sent to a Customer, payment of the amount due must be in the form of cash, cashier's check, money order, or credit card payment only. No personal checks or other forms of payment will be accepted.

E. Customer Appeal Procedures. Upon receipt of a Customer's request to protest the termination of service, the District's Representative will schedule an informal hearing with the Customer or the Customer's 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. The Customer may appeal the decision of the presiding officer to 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 12:00 noon on the date specified for disconnection in the written disconnection notice to the Customer, and no other arrangements for payment have been made, service will be disconnected. If a Customer defaults under a deferred payment agreement entered into with the District, termination procedures will immediately be initiated.

G. Disconnection on Holidays or Weekends. Unless a dangerous condition related to the type of service provided exists, or unless 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 making Connections and reconnecting service.

H. Disconnection for Ill and Disabled. The District may not discontinue service to a delinquent Customer permanently residing in an individually-metered dwelling unit when that Customer establishes that discontinuance of service will result in an individual 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. A written statement must be received by the District's Representative from the physician within 30 days of the issuance of the bill. The Customer who makes such request must enter into a deferred payment plan with the District.

I. Disconnection for Nonpayment of Bills with Due Dates During Extreme Weather Emergencies.

1. Notwithstanding any other provision of this Order, the District may not disconnect water or wastewater services of an Affected Customer for nonpayment of a bill with a Due Date during an Extreme Weather Emergency until after the Extreme Weather Emergency is over.

2. Within 30 days from the date that an Extreme Weather Emergency ends, an Affected Customer may request to establish a Payment Schedule for an unpaid bill that had a Due Date during the Extreme Weather Emergency. If the District receives a Timely Request to establish a Payment Schedule, it must offer the requesting Affected Customer a Payment Schedule and an Acceptance Deadline. A Payment Schedule may be established in person, by telephone, or online, but all Payment Schedules must be reduced to writing and provided to the Affected Customer. A Payment Schedule offered may (i) include a finance charge, conspicuously stated on the Payment Schedule, for late fees on the Payment Schedule not to exceed an annual rate of ten percent (10%) simple interest; and (ii) require payment in one or more installments. A Payment Schedule offered must (i) be written in plain language in English and, if requested, Spanish; (ii) identify the total amount due, and, if payment is to be made in multiple installments, the number of installments and the amount of each installment; (iii) identify the deadline for payment, or if payment is to be made in multiple installments, the deadline for each installment; (iv) identify the dates the Extreme Weather Emergency occurred, and the Due Dates and amounts owed of any bills with Due Dates during the Extreme Weather Emergency; and (v) include a statement, in a clear and conspicuous type, that states "If you are not satisfied with this agreement, or if the agreement was made by telephone and you feel this does not reflect your understanding of that agreement, contact Crossroads Utility Services at (512) 246-1400."

3. The District may not disconnect water or wastewater service for nonpayment of a bill with a Due Date during an Extreme Weather Emergency of an Affected Customer that has made a Timely Request for a Payment Schedule until after the Payment Schedule has been offered and the Affected Customer has either declined to accept the Payment Schedule by the Acceptance Deadline or violated the terms of the Payment Schedule. Any preexisting disconnection notices issued to the Affected Customer for nonpayment of a bill with a Due Date during an Extreme Weather Emergency will be suspended upon the Timely Request for a Payment Schedule. If the Affected Customer does not accept the offered Payment Schedule by the Acceptance Deadline or violates the terms of the Payment Schedule, any suspended disconnection notices will be reinstated, and the District may renegotiate the terms of the Payment Schedule or disconnect service on or after the disconnection date listed on the disconnection notice in accordance with this Order. If the Affected Customer does not accept the offered Payment Schedule by the Acceptance Deadline or violates the terms of the Payment Schedule and there is not a preexisting disconnection notice, the District must issue a disconnection notice under 16 TAC § 24.167 (related to Discontinuance of Service) prior to disconnecting the water or wastewater service of the Affected Customer.

J. Reconnection of Services. Services may only be reconnected by the District's Representative and will only be reconnected after the Customer has paid all delinquent and past-due amounts, plus the applicable reconnection fee set forth in this Order, which will be due regardless of whether or not service has been physically disconnected. Reconnection will be established on the same day if payment is received prior to 5:00 p.m. on a business day. If payment is received after 5:00 p.m. on a business day or on a weekend or holiday, the Customer

will be required to pay the applicable after-hours reconnection fee or weekend and holiday reconnection fee in order to obtain same-day reconnection of service.

K. Removal of Meter for Improper Reconnection. The District's Representative may, at the Customer's expense, physically remove a Customer's water meter if the Customer illegally restores service prior to payment of all delinquent and past-due amounts, plus the applicable reconnection fee, as required by this Order.

## **XI. CONTINUITY OF SERVICE**

A. Service Interruptions. The District will make reasonable efforts to prevent interruptions of service. When interruptions occur, the District will endeavor to re-establish service within the shortest possible time. The District will make reasonable provisions to meet emergencies resulting from failure of service, and the District will issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service. In the event of national emergency or local disaster resulting in disruption of normal 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.

## **XII. PLUMBING REGULATIONS; CUSTOMER SERVICE AGREEMENT; PLUMBING INSPECTIONS**

A. Authority. Under Section 54.2052 of the Texas Water Code, as amended, the District may adopt and enforce one or more plumbing codes meeting the standards and requirements of the rules and laws of the State and may amend any code adopted to conform to local concerns if the amendment does not substantially vary from the rules and laws of the State. Section 1301.255 of the Texas Occupations Code, as amended, requires that plumbing installed in compliance with a plumbing code meeting the standards and requirements of the rules and laws of the State must be inspected by a licensed plumbing inspector. Further, under 30 Texas Administrative Code Section 290.46(i) and (j), as amended, the District is required (i) to adopt a plumbing ordinance, regulations, or a customer service agreement to insure that neither Cross-Connections nor other unacceptable plumbing practices are permitted, and (ii) to cause a Customer Service Inspection Certificate to be completed prior to providing continuous water service to new construction, on any existing service either when the water purveyor has reason to believe that Cross-Connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.

B. Purpose. The purpose of this Article is to (i) adopt and enforce a plumbing code as permitted by Section 54.2052 of the Texas Water Code, as amended, in order to secure and maintain, safe, sanitary, and adequate plumbing installations as subsidiary parts of the District's Systems; (ii) adopt and enforce plumbing regulations and a customer service agreement as required under Section 290.46(i) of Title 30 of the Texas Administrative Code, as amended, to insure that neither Cross-Connections nor other unacceptable plumbing practices are permitted; (iii) require plumbing inspections in accordance with Section 1301.255 of the Texas Occupations Code, as amended; and (iv) provide for customer service inspections in accordance with Section 290.46(j) of Title 30 of the Texas Administrative Code, as amended.

C. Customer Service Agreement. The provisions of this Article and all other provisions of this Order constitute a customer service agreement between the District and each Customer receiving services from the District under Section 290.46(i) of Title 30 of the Texas Administrative Code, as amended. By requesting and/or accepting service from the District, each Customer is subject to and agrees to comply with the terms of this Article, all other provisions of this Order, and all other Rules adopted by the District from time to time.

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 and all other Rules as long as the Customer is receiving service from the District.

2. The Customer will be responsible for the maintenance of the Service Lines from the point of connection to the District's Systems to the buildings or premises served.

3. The Customer must allow his or her property to be inspected to ensure compliance with the provisions this Order and all other Rules of the District. These inspections will be conducted by the District or its designated agent prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during the District's normal business hours.

4. The District will notify the Customer in writing of any Cross-Connection, undesirable plumbing practice, or other violation of the provisions of the Plumbing Code, this Order, or any other Rules that has been identified during the initial inspection or periodic re-inspection.

5. The Customer must, at the Customer's expense, immediately correct any undesirable plumbing practice or violation of the Plumbing Code, this Order, or any other Rules to prevent contamination of the water supplied by the District.

6. The Customer must, at the Customer's expense, properly install, test, and maintain any Backflow Prevention Device required by the District and provide copies of all testing and maintenance records to the District.

E. Plumbing Code. Pursuant to Section 54.2052 of the Texas Water Code, as amended, the District adopts the Plumbing Code with respect to all water, wastewater, and irrigation plumbing installations constructed, installed, or modified in connection with development in the District.

F. Unacceptable Plumbing Practices. The following unacceptable plumbing practices are prohibited:

1. No direct or indirect connection between the District's Water System and any other source of water or potential source of contamination is permitted. Actual or potential sources of contamination, such as swimming pool and/or hot tub connections, must be isolated from the District's Water System by a Plumbing Code-approved 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. 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 one-fourth of one percent (0.25%) lead may be used for the installation or repair of plumbing at any connection that provides water for human use.

5. No solder or flux that contains more than two-tenths of one percent (0.2%) lead can be used for the installation or repair of plumbing at any connection that provides water for human use.

G. Plumbing Inspections.

1. Purpose. Plumbing inspections will be conducted for the purpose of verifying compliance with the Plumbing Code, the requirements of this Article, and any other requirements under the District's Rules.

2. Inspections Required. Each Applicant for service or existing Customer must have a plumbing inspection conducted and submit a completed Customer Service Inspection Certificate to the District in the following circumstances:

- a. before the District provides service to a new Connection;
- b. when the District has reason to believe that Cross-Connections or other unacceptable plumbing practices exist at any existing Connection;
- c. after any material improvement, correction, or addition to any existing private plumbing facilities; or
- d. before the District provides services for any new irrigation system plumbing installation.

3. Plumbing Inspector. All plumbing inspections must be performed by the Plumbing Inspector.

4. Inspection Procedures. A plumbing inspection will consist of series of inspections. These inspections will include, as applicable, an inspection at the time the Service Line is constructed, at the time of plumbing rough-in, for copper, at top-out, and upon completion of construction for all new construction. The customer service inspection required under Section 290.46(j) of Title 30 of the Texas Administrative Code, as amended, will be completed by the Plumbing Inspector as part of the more comprehensive plumbing inspection. Fees for these inspections will be assessed in accordance with Article III above.

5. Customer Service Inspection Certificate. Upon completion of a plumbing inspection (*i.e.*, after completion of the final inspection in the series of required inspections, including the customer service inspection), a Customer Service Inspection Certificate will be completed and retained in the District's files for a minimum of ten years, as required by Section 290.46(f)(3)(E) of Title 30 of the Texas Administrative Code, as amended.

6. Unacceptable Plumbing Practices. If unacceptable plumbing practices are discovered during a plumbing inspection or otherwise, they must be promptly repaired

and eliminated 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 Certificate is provided to the District.

H. Backflow Prevention Devices and Inspections.

1. If there is an actual or potential source of contamination, pollution, or hazard to the District's Water System, no Connection may be made to the District's Water System unless there is a Plumbing Code-approved air gap between the potential source of contamination, pollution, or hazard and the drinking water supply or a Backflow Prevention Device is installed between the potential source of contamination, pollution, or hazard and the drinking water supply.

2. All Backflow Prevention Devices must be tested by a Recognized Tester upon installation. The Recognized Tester must certify that the Backflow Prevention Device is operating within specifications and present evidence that the gauges used in the test have been calibrated and tested for accuracy in accordance with American Water Works Association or University of Southern California standards and that the Recognized Tester is currently certified to conduct Backflow Prevention Device tests.

3. A Backflow Prevention Device that is installed to protect against a Cross-Connection, potential Cross-Connection, or other situation involving any substances that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply must be inspected and certified to be operating within American Water Works Association or University of Southern California specifications at least annually by a Recognized Tester.

4. All test and maintenance reports for Backflow Prevention Devices must be completed using a Commission form, or a form that contains the same information, and must be filed with the District within 30 days regardless of whether the test indicates a passed or failed test. The District will maintain test and maintenance reports for Backflow Prevention Devices for a period of at least 3 years.

I. Enforcement. If a Customer fails to comply with the terms of this Article, the District may assess fines in accordance with 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.

### **XIII. PROTECTION OF THE DISTRICT'S SYSTEMS AND PROPERTY**

A. Tampering or Damage Prohibited. It is unlawful for any Person, unless authorized in writing by the District's Representative, 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, including, with respect to the District's Water System, water plants, flushing valves, valve boxes, and water lines up to the meter boxes and including the meters; provided, however, that duly authorized members of the fire department which provides fire protection services to the District will have access to such flushing valves for fire protection purposes.

B. Unauthorized Connections. It is unlawful for any Person to connect to the District's Water System without a meter, including the unauthorized use of a flushing valve or unmetered Water Taps, to make a straight line connection without a meter, to install, permit the installation of, or to allow the continuation of a Cross-Connection with or into the District's Water Systems, or to otherwise take or use water or make a Connection to the District's Systems without prior authorization of the District. It is also unlawful for any Person to use water from the District's Water System at a premises other than the premises at which the Water Tap was made unless such premises is an adjoining lot owned by the Customer.

C. Unlawful Discharges. No drainage water, including roof run-off water; drainage from downspouts; water from yard drains; water from fountains and ponds; water from lawn sprays, rainwater leaders, swimming pool water; or swimming pool filter backwash water may be connected or discharged to the District's Wastewater System. It is unlawful for any person to install, permit the installation of, or to allow the continuation of a Cross-Connection with or into the District's Systems. It is unlawful for any Person to deposit, throw, drain, dump, place, dispose of, discharge, or otherwise cause to be injected into any facility that is part of the District's System any debris or foreign substances that would interfere with the proper and routine functioning, or to discharge any waste into the District's Wastewater System:

1. other than through an authorized Wastewater Tap for which necessary Tap fees, deposits, and other charges have been paid;
2. generated on premises or other than that for which the Wastewater Tap was originally made;
3. generated at a building other than that for which the Wastewater 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 Wastewater Tap was originally made, unless approved in advance by the District's Representative.

D. Clean-Outs. In order to protect the District's Wastewater System from inflow, all clean-outs on Service Lines must be securely capped at all times. If any clean-out is left uncapped or the cap is loosened or removed so as to potentially allow inflow into the District's Wastewater System, the District will be authorized to enter onto the responsible Customer's property to replace the cap and the Customer at the service address in question will be charged the clean-out cap replacement fee set forth in this Order. This charge may be added to the Customer's utility bill, or the District may deduct the amount of the charge from the 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.

E. No Dumping. It is unlawful for any Person to allow or cause any foreign substances, chemicals, materials, or debris, including fertilizer and construction debris, chemicals, materials, and substances of any nature; material that is not biologically degradable, including motor oil or other petroleum products; garbage, trash, yard waste, grass, leaves, or tree clippings; hazardous or toxic materials or substances under federal, state, or local law; and/or materials prohibited under any regulations implemented pursuant to the Federal Water Pollution Control Act or any equivalent Texas law to be placed, thrown, disposed of, deposited, discharged, or migrate onto any District property or easements, including District parks, greenbelts, nature trails, and/or the District's Drainage System; provided, however, that the foregoing will not be construed to prohibit use of algae and nuisance control products by the District or the District's authorized contractors as required for the proper maintenance of any portion of the District's property or the District's Drainage System so long as such products are environmentally safe, regulated by the

Environmental Protection Agency and Texas Department of Agriculture, and approved for use under applicable regulatory standards, including any applicable requirements of the Commission.

F. Pre-Construction Application and Plan Review; Erosion Control and Environmental Protection. Any Builder, developer, contractor, utility company, or other Person who desires to disturb the surface of the ground within the District will be subject to the following additional requirements:

1. Pre-Construction Application and Plan Review. Prior to commencement of any development activity or construction within the District, plans for the proposed development or construction showing the locations and dimensions of all improvements; the locations, types, and sequencing of all erosion and sedimentation control devices; all proposed tree protection during the development or construction period; all drainage improvements necessary to provide for detention, filtration, sediment removal, channelization, and/or disposal of flood water, storm water, and run-off from and across the property, the plan for restoration and/or revegetation of the site after the construction or development period, and any other items required by the District's Representative must be submitted to the District's Representative for review and approval. All plan submissions must be accompanied by an application form that includes a designation of the representative who will serve as the contact person with regard to the project and the representative's mailing address, telephone number(s), and email address and all applicable deposits, charges, or other fees required to be paid under this Order.

2. Damage to District Facilities or Other Utilities. Each Person engaged in development or construction will be responsible for determining the location of all existing District facilities and any other utilities and facilities in the work area and will be responsible for the immediately 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, the District's Systems, 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. Information on the location of most of such utilities, services and facilities can be obtained from the One-Call Service, Telephone No. (800) 344-8377.

3. Notice and Inspections. The District's Representative must be notified at least 48 hours prior to conducting a pre-construction conference, installing erosion controls, or making any connections to the District's Systems and must allow the District's Representative or any other designated representative of the District to enter onto the affected land where the project is located in order to inspect and monitor conditions on the land during the plan approval stage and during all periods of development and construction.

4. Installation and Maintenance of Erosion Control Devices; Inspections. It is unlawful for any Person to engage in any development activity, construction, or any other manner of site disturbance involving the removal, replacement, addition, or relocation of soil or debris within the District without installing erosion controls which prohibit sedimentation and/or obstruction within the District's Drainage System. All erosion controls required by this Order must be installed prior to the initiation of site development or construction activity, must be regularly maintained and kept in proper condition at all times during development or construction, and will be subject to periodic inspection by the District's Representative. The District's Representative will also conduct



inspections if the District is notified of any violations or erosion by any other governmental entity, including the City.

5. Construction Dumpster. A construction dumpster or other sufficient, secure containers for the disposal of refuse must be maintained on-site or in immediate proximity to the site at all times during any construction activity on property within the District. An eight-by-eight plywood box may be used as a trash receptacle provided that it has four sides and trash is not allowed to flow out of it. Any trash container that is not located on the lot that it serves, or that serves more than one lot, must be clearly marked with the address(es) that it serves. All construction debris, litter, and other refuse must be placed within the approved containers and expressly may not be dumped, disposed of, or left unsecured upon any property within the District. Lumber that is being used for actual construction on a site may remain on-site, but must be maintained in a neat and orderly manner, and any debris from the cutting of lumber must promptly be removed from the site and placed in a designated trash receptacle. No concrete may be placed or disposed of within the District except as part of approved, structural placements. Concrete from the washout of delivery trucks or equipment and waste concrete is considered construction debris, and all such debris must be removed from the District.

6. Acceptance of Facilities for Operation and Maintenance. All water, wastewater, or drainage facilities constructed as a part of the District's Systems must be constructed in a good and workmanlike manner and all material used in such construction must be free from defects and fit for its intended purpose. Upon completion of construction of any project, the District must be provided with all items required under any reimbursement agreement between the developer and the District, this Order, or any other Rules adopted by the District. Prior to and as a condition of acceptance of water, wastewater, or drainage facilities by the District, the developer must, at its expense, televise and clean/clear the lines proposed for acceptance of all debris. Upon 95% completion of homebuilding within any phase of development, the District may televise and clean/clear the storm sewer lines connected to that phase, and clean any ponds, channels, or other drainage facilities that receive drainage from that phase, the costs of which will be borne by the developer of such phase. Prior to and as a condition of any drainage or water quality facilities by the District, the developer of such phase must enter into an agreement with the District, in a form approved by the District's attorney, requiring the developer to deposit with the District a sum of money sufficient to cover the costs of any inspection and remediation of the facilities and any connecting facilities.

7. Completion of Development or Construction. Upon completion of construction or development, all containers, construction debris, and rubbish must be removed from the site, and any damage to the District's Systems, easements, property, or other facilities resulting from the construction must be repaired at the expense of the Person engaged in the development or construction. No project will be considered complete or accepted by the District until all required restoration and revegetation have been completed, all non-permanent erosion and sedimentation controls have been removed from the site, and a certificate of compliance has been issued by the project engineer. If the District accepts any facilities prior to the removal of all temporary erosion control devices, the area must be re-inspected prior to the expiration of the one-year maintenance bond period, and the devices must be removed, at the developer's expense, prior to release of the bond.

8. Additional Builder Responsibilities. Each Builder will be responsible for ensuring that the street in front of its lots remains free from the accumulation of trash, sediment, dirt, and all other debris. Street cleaning will be done by street scraping or by

using a vacuum sweeper. Washing sediment into the District's storm sewer inlets is prohibited, and will constitute a violation of this Order. Each Builder must provide a single, dedicated concrete wash-out site on one of its reserved lots for use during construction. The site selected will be subject to approval by the District. The site must be identified by an identification sign approved by the District and installed by the Builder prior to the commencement of the Builder's construction program within the District. Silt fencing and an access pad must be installed along the curb in front of the wash-out site prior to the commencement of the builder's construction program. Each Builder will be responsible for cleaning and maintaining its designated wash-out site as necessary, and for the proper and legal disposal of all concrete and debris. Each builder must require all of its contractors and subcontractors of the location of the wash-out site and require that it be utilized. All silt fencing must be regularly maintained and kept in proper condition at all times. The curb cut for the driveway on a lot must be installed by the Builder as near to the end of the builder's home construction activities on such lot as practical. After a curb is cut for the driveway on a lot, the Builder may replace the silt fence in front of the driveway with either (i) a minimum four-foot-wide erosion mat, or (ii) a filter tube. The Builder must pour the concrete for the driveway on a lot within seven days after the curb cut is installed on such lot.

9. Notice of Non-Compliance. If the District's Representative determines that any of the requirements in Article XIII.F have not been met, the District's Representative will notify the designated representative of the non-compliance and may direct the Person to cease activities on the site until such violation has been cured. If there are further instances of non-compliance at the same site, or if the Person fails to correct the problem cited in a notice within the required timeframe specified in the notice, or such longer time period as has been approved by the District's Representative, it will constitute a violation of this Order, and the District's Representative may require modification of the Person's erosion control plan and/or notify the Person of the imposition of a fine for the violation as provided in this Order. Any Person who receives a notice of non-compliance from the District's Representative must notify the District's Representative upon correcting the instance of non-compliance or violation.

#### **XIV. WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN**

The terms and provisions of the Water Conservation and Drought Contingency Plan are incorporated into this Order. The District may add the amount of any fines, penalties, or costs imposed under the Water Conservation and Drought Contingency Plan to the Customer's utility bill, or the District may deduct the amount of any fines, penalties, or costs imposed as a result of a violation of the Water Conservation and Drought Contingency Plan 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.

#### **XV. DISTRICT APPROVALS: ESCROW FOR EXPENSES**

Applicants for service commitments, Connections, out-of-district service, construction plan review and/or inspection, subdivision plan review and/or inspection, and of any other types of District approvals, including utility construction agreements or other types of development agreements, are responsible for the payment of all legal, engineering, and management fees incurred by the District in reviewing their application 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 final service commitment or approval will be issued or agreement will be effective by the District until all fees are paid.

## **XVI. ENFORCEMENT; PENALTIES**

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

B. The provisions of this Order constitute rules adopted under Section 54.205, Texas Water Code and will be recognized by the courts as if they were penal ordinances of a city. Pursuant to Section 49.004 of the Texas Water Code, enforcement of the provisions of this Order will be by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office is located. Violation of any provision of this Order will result in the offending party being subject to the payment of a penalty 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 any other penalty provided by the laws of this State and any other costs incurred by the District in connection with any inspection, re-inspection, remedial action, repair, or correction necessitated by any violation. Each day that a violation occurs will be considered a separate violation. 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. The District may add the amount of any penalties or costs imposed by this Order to a Customer's utility bill or otherwise back-charge such penalties or costs to any Person, or may deduct such penalties or costs from any deposit or other amounts held by the District and immediately require that the deposit be replenished by an equivalent amount. The District may refuse to grant any approvals, issue any Taps, or provide any services to a Person that has violated the Rules or that owns property where a violation of the Rules has occurred until all requirements set forth in this Order have been met and all penalties, costs, or other sums required to be paid to the District have been paid and any deposits on file with the District have been replenished.

## **XVII. MISCELLANEOUS.**

A. This Order supersedes all previous orders and resolutions of the District relating to the establishment of rates and charges, and adopting rules and policies with respect to the District's Systems, including, without limitation, the District's Amended and Restated Order Establishing Water, Wastewater, and Solid Waste Service Rates, Charges and Tap Fees, and Adopting General Policies with Respect to the District's Water, Wastewater and Drainage Systems effective April 1, 2025 and the District's Amended Rules Governing Water Services and Wastewater Services dated September 8, 2022.

B. The attorney for the District is hereby directed to file a copy of this Order (i) with the Commission and (ii) in the principal office of the District and to publish a substantive statement of the rules contained in this Order and the penalties for their violation as required by Section 54.207 of the Texas Water Code.

C. This Order may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. An electronic signature, a facsimile, or other electronic copy of an original signature, and a counterpart transmitted electronically (*e.g.*, by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

D. The following exhibits are attached to this Order and incorporated herein by reference:

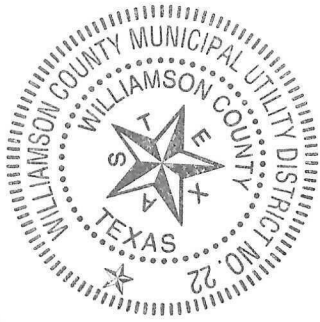
- Exhibit A** - Customer Service Inspection Certificate
- Exhibit B** - LUE Conversion Criteria for District Wastewater Tap Fees

**PASSED AND APPROVED** this 14<sup>th</sup> day of August, 2025, to be effective September 1, 2025.

\* \* \*

*(signature page follows)*

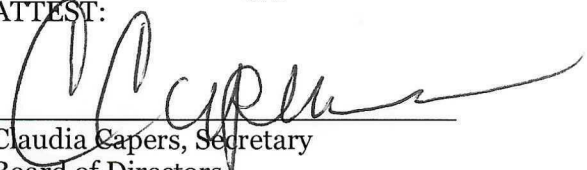
(seal)



**WILLIAMSON COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 22**

  
\_\_\_\_\_  
Kyle Spears, President  
Board of Directors

ATTEST:

  
\_\_\_\_\_  
Claudia Capers, Secretary  
Board of Directors

**EXHIBIT A**  
**CUSTOMER SERVICE INSPECTION CERTIFICATE**

Texas Commission on Environmental Quality  
**Customer Service Inspection Certificate**

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection:	
New construction	<input type="checkbox"/>
Existing service where contaminant hazards are suspected	<input type="checkbox"/>
Material improvement, correction or expansion of distribution facilities	<input type="checkbox"/>

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

Compliance	Non-Compliance	
<input type="checkbox"/>	<input type="checkbox"/>	(1) No direct or indirect connection between the public drinking 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 Commission regulations.
<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 principle backflow prevention assembly is properly installed.
<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 water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
<input type="checkbox"/>	<input type="checkbox"/>	(5) Plumbing installed on or after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(6) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:	Lead <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder:	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

Remarks:	

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name(Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	/

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

## **EXHIBIT B**

### **LUE Conversion Criteria for District Wastewater Tap Fees**

- A. A LUE is the typical flow that would be produced by a single-family residence located in a typical subdivision. For water this includes consumptive uses such as lawn watering and evaporative coolers. The District's Wastewater System does not receive all of these flows, so the flows are expected to differ between water and wastewater. The number of LUEs for a project are constant; only the water and wastewater flows are different.

One (1) LUE produces:      2.2 GPM (Peak Hour) of water flow  
   1.3 GPM (Peak Day) of water flow  
   350 GPD (0.243 GPM) average dry weather wastewater flow

- B. Peak Flow Factor Formula for dry weather wastewater flow

$$\text{PPF} = \frac{18 + [0.0144 (F)]^{0.5}}{4 + [0.0144 (F)]^{0.5}} \qquad F = \text{AVERAGE FLOW (GPM)}$$

#### **RESIDENTIAL AND MULTI-FAMILY**

#### **LUE CONVERSION**

One (1) Single-Family Residence  
Modular Home, Mobile Home

1 LUE

One (1) Duplex

2 LUEs

One (1) Triplex; Fourplex; Condo Unit  
P.U.D. unit (6+ Units/Acre to  
24 Units/Acre)

0.7 LUE/Unit

One (1) Apartment Unit  
(24 + Units/Acre)

0.5 LUE/Unit

One (1) Hotel or Motel Room

0.5 LUE/Room

#### **COMMERCIAL (OTHER THAN MULTI-FAMILY)**

#### **LUE CONVERSION**

Office

1 LUE/3000 Square Feet of Floor

Office Warehouse

1 LUE/4000 Square Feet of Floor

Retail, Shopping Center

1 LUE/1660 Square Feet of Floor

Restaurant; Cafeteria

1 LUE/200 Square Feet of Floor

Hospital

1 LUE/Bed

Rest Home

1 LUE/2 Beds

Church (Worship Services Only)

1 LUE/70 Seats

School (Includes Gym and Cafeteria)

1 LUE/13 Students