

AMENDED 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

May 8, 2019

THE STATE OF TEXAS §
 §
 COUNTIES OF WILLIAMSON §
 AND TRAVIS §

WHEREAS, pursuant to Section 49.212, Texas Water Code, the Board of Directors (the "Board") of Williamson County Water, Sewer, Irrigation, and Drainage District No. 3 (the "District") is authorized to adopt and enforce all necessary rates, charges, fees, and deposits for providing District facilities or services;

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

I. GENERAL POLICIES

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

(1) "Builder" means a developer, contractor, or builder of Residential dwellings or Fourplexes.

(2) "Commercial" shall mean all structures which are receiving service from the Systems and are not dwellings with less than five dwelling units. Except as otherwise provided in this Order, Multi-family shall be considered Commercial.

(3) "Connection" shall mean and refer to 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.

(4) "District's representative" shall mean and refer to 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.

(5) "Fee Unit" shall mean 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. The number of fee units shall be determined by the size and type of the water meter purchased for the property as follows:

Meter Type and Size	Fee Unit Equivalent
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 will be determined on a case by case basis by Manville Water Supply Corporation, the District's wholesale supplier.

(6) "Fourplex" means a dwelling structure within the Star Ranch Townhomes and the Links at Forest Creek developments, regardless of the number of actual dwelling units in such structure.

(7) "Multi-family" means a dwelling structure contained on a site with five or more dwelling units.

(8) "Residential" means a dwelling structure other than Fourplexes with four or less dwelling units.

(9) "Rules" shall mean and refer to such rules and regulations as the District may adopt pursuant to Section 54.205, Texas Water Code.

(10) "Solid Waste" shall mean solid waste resulting from normal municipal residential activities. It shall 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.

(11) "Systems" shall mean and refer to the District's water, wastewater, and drainage systems.

B. All Services Required. Except as otherwise expressly authorized in the Rules, no service shall be provided by and through the District's Systems unless the applicant agrees to take water and wastewater services ("Services"). In the event District water is not yet available, wastewater service may be provided separately. Solid Waste collection is required for all Residential customers and customers in the Star Ranch Townhome development.

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

D. Other Utilities. Prior to installing underground cables in the area of the District's Systems, representatives of utility companies shall meet with the District's representative to file such companies' construction plans and schedules and to review the engineering plans illustrating the location of the District's Systems.

E. Review of Utility and Drainage Construction Plans. Any person desiring to install water and wastewater facilities to be connected to the District's Systems shall obtain the approval of such plans by the District, upon recommendation of the District's Engineer, prior to construction. Prior to the District's Engineer's review of the plans, the person requesting review

shall pay a review fee of \$2,500 to the District. The fee is non-refundable. Should the District Engineer's estimated cost of such review exceed \$2,500, the person requesting the review shall post a deposit in an amount determined by the District Engineer. The cost of review over and above the initial \$2,500 review fee will be on a time and materials basis. Any portion of the deposit not used shall be refunded to the person who posted it.

II. CONNECTIONS TO THE DISTRICT'S SYSTEMS

A. Applications for Connections.

(1) Any party desiring to make a connection to the District's Systems shall first make an application to the District's representative in the form approved by the Board. The applicant shall, upon request, furnish the District's representative with evidence that the party who will actually install the tap and connecting line 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 shall review all applications for connections to the District's Systems. 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 line and making the connection are equal to or better than the standards established by the International Plumbing Code, as amended from time to time, and are in compliance with all terms and conditions of the Rules, the District's representative may approve the application and the proposed connection, subject to such terms or conditions as the District's representative deems necessary or convenient to accomplish the purpose and objectives of the Rules.

B. Payment of Fees.

Any party desiring to make a connection to the District's water and wastewater system shall pay the appropriate water tap fee and/or sewer tap fee to the District's representative at the time the application for such connection is made. No connection shall be made until such fees are paid.

C. Tap and Inspection Fees.

(1) The District's water tap fees shall be as follows:

<u>Meter Size</u>	<u>Tap Fee</u>
5/8"	\$350.00
3/4"	\$425.00
1"	\$650.00
1-1/2"	\$1,750.00
Over 1-1/2"	If installed by the District, cost times three; if installed by the customer, \$350.00 per Fee Unit

Water tap installation involving excavation for any tap 1-inch or smaller shall be performed by the District at cost plus 25% in addition to the above water tap fee.

(2) The District's sanitary sewer tap fees shall be as follows:

Residential/Fourplex/Builder \$350.00 times the number of LUE equivalents set forth in Exhibit "A" attached hereto

Commercial If installed by the District, cost times three; if installed by the customer, \$350.00 times the number of LUE equivalents set forth in Exhibit "A" attached hereto

Sewer tap installation involving excavation shall be performed by the District at cost plus 25% in addition to the above sewer tap fee.

If more than one (1) inspection is required before a tap is approved by the District the fee for each additional inspection shall be \$25.00.

The owner of a water or sewer tap may transfer a purchased tap from one lot within that District to another lot within the District upon application to the District and shall pay the following transfer fee:

Water Tap Transfer	\$25.00
Sewer Tap Transfer	\$25.00

Plumbing inspections of new construction shall be conducted by the District in accordance with the Plumbing License Law, Chapter 1301, *Texas Occupations Code*. An inspection will be conducted 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. The fee for these inspections, which will be performed by an independent plumbing inspector retained by the District, will be as follows:

Each Dwelling Unit:	\$300.00
Other:	To be determined by the District's representative based upon the size and scope of the project.

In addition, an inspection will be performed on all new irrigation system plumbing installations at a cost of \$50 per inspection. The applicable inspection fees will be conducted at the time of purchase of the water and wastewater tap for the new construction. If an inspection is failed, a fee of \$50 will be assessed for any re-inspection required. 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.

(3) Expiration of Taps. Reservation of capacity through the pre-purchase of water and wastewater taps will expire eighteen (18) months after date of purchase of said tap. Water and wastewater tap fees are non-refundable.

D. Capital Expenditure Fees. Any party desiring to connect to the District's Systems shall pay to the District, concurrently with payment of applicable tap fees, impact fees as set by the District's wholesale water and wastewater providers in accordance with the District's contracts with those wholesale providers.

E. Initiation of Service – Application Fee. The application fee for any party desiring to receive service from the District is \$35.00.

F. Security Deposit – Residential and Fourplex. A security deposit per Connection shall be paid to the District’s representative by each customer prior to the initiation of service in the following amounts. A security deposit for a metered Residential or Fourplex Connection over ¾ inch shall be assessed in accordance with Section II.G:

<u>Meter Size</u>	<u>Residential Homeowner Security Deposit</u>	<u>Residential Renter Security Deposit</u>	<u>Fourplex Security Deposit</u>
5/8"	\$150.00	\$200.00	\$150.00
3/4"	\$150.00	\$200.00	
1"	\$150.00	\$200.00	
1 ½"	\$200.00	\$250.00	

G. Security Deposit – Commercial. A security deposit per Commercial Connection shall be paid to the District’s representative by each Commercial customer prior to the initiation of service.

(1) Initial Deposit. The Commercial customer shall 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, an initial deposit amount will be based on \$75.00 per Fee Unit.

(2) Additional Deposit. 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 deposit per Connection as determined annually by the District’s representative.

Security deposits shall not be transferable to another party and shall be held by the District to assure the prompt payment of all bills for Services to the customer. Following twenty-four (24) consecutive months of prompt payment, when due, of the District’s utility bills, a customer who owns and occupies a residence within the District and has no delinquent ad valorem taxes owed to the District on the property shall, upon written request to the District’s representative, be entitled to a refund of its security deposit; provided, however, that the District may require the customer to replace the security deposit in the event the 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. A Residential or Fourplex customer whose service is disconnected due to non-payment, violation of the District’s Rules, or any other reason other than the customer’s request will be required to deposit an additional security deposit of \$50 for each disconnection, up to a maximum deposit of \$600. A customer who is required to replace a deposit shall be subject to the requirements of this Order.

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 shall be applied against amounts due, 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 shall be refunded to the customer. In no event shall the security deposit bear interest for the benefit of the customer.

H. Security Deposit – Builder. Each builder shall make a one-time \$5,000.00 deposit covering all houses that the builder is building or intends to build within the District.

The District's representative shall carefully monitor the building of all houses covered by such \$5,000.00 deposit to make sure that the water and wastewater service connection at each such house has been inspected and approved prior to its being covered. In any instance in which this procedure is not followed, the District's representative shall require the builder to uncover the water or wastewater service connection so that it may be inspected. Any cost to the District for additional inspections or other work resulting from a violation of this requirement shall be deducted from the \$5,000.00 security deposit and the builder shall be billed for such amount as necessary to fully restore the \$5,000.00. The District's representative will not approve a water tap or wastewater tap for any such builder until such builder's security deposit has been re-established at the full \$5,000.00 amount. A connection permit will be granted after inspection confirms that all requirements of the District's Rules have been met. The \$5,000.00 security deposit will be refunded when the builder finishes its building program within the District. In no event shall the security deposit bear interest for the benefit of the builder. For a builder who intends to construct only one house in the District and executes an affidavit to that effect the builder deposit shall be reduced to \$1,000.00. Should such builder later apply to build an additional house within the District, the builder deposit shall be \$5,000.00.

I. Landlord Deposits. 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 shall be the same as that set from time to time for rental units in this Order. The owner shall also be responsible for payment of any applicable service initiation fees set forth in this Order.

J. Transfers of Service Within the District. In the event a customer moves from one address within the District to another address within the District and immediately transfers service, the security deposit of the customer may be transferred to the new address. Such transfer is contingent upon the customer's paying the final bill for the previous address within the time limits set forth for prompt payment. If the customer has previously received a refund of his deposit pursuant to the "prompt payment" provisions set forth above, the customer may transfer his service without payment of a new deposit.

In the event payment of the final bill is not made when due, such deposit, if held by the District, shall be used toward payment of the final bill and an additional deposit shall be required to be made by the customer for the new address. Should the customer fail to pay such additional deposit, if required by the District, the account shall be delinquent and service may be terminated pursuant to Article IV below.

K. Transfer Fee. A customer who desires to transfer service from one address within the District to another address shall pay a transfer fee of \$30.00 at the time of the transfer of service.

L. Additional Charges. Any non-routine charges incurred by the District in connection with any water tap, sewer tap, and/or inspection shall be the responsibility of the applicant for such connection and shall be payable to the District upon demand.

III. WATER, WASTEWATER AND SOLID WASTE SERVICES

A. Applications for Services. Any party desiring to receive Services from the District shall make an application for such service to the District's representative in the form approved by the Board. All applications shall be made by the record owner or renter of the property for which service is being requested. Proof of residency shall be furnished to the District's representative upon request.

B. Water, Sewer, 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 shall be in effect for customers within the District from the effective date of this Order.

(1) General Provisions.

(a) Bills for Commercial sewer service other than Multi-family shall be computed on the basis of a wastewater usage charge per Fee Unit plus a wastewater commodity charge calculated using the average amount of water used by the customer during the winter season based upon the average of the monthly readings of the customer's water meter for the preceding December, January, and February. For customers who have not established a winter average, bills shall be based on actual monthly water consumption.

(b) Bills for Multi-family sewer customers shall be computed on the basis of a wastewater usage charge per Fee Unit plus a wastewater commodity charge per 1,000 gallons of metered water usage until such time as the Multi-family complex reaches 85% occupancy, at which point the wastewater commodity charge will be calculated using the average amount of water used by the customer during the winter season based upon the average of the monthly readings of the customer's water meter for the preceding December, January, and February.

(c) Bills for Fourplex units shall be computed on the basis of a wastewater usage charge per Fee Unit plus a wastewater commodity charge. Until a winter average rate for the entire complex of Fourplex units on the property is established, the wastewater commodity charge for each unit will be based upon 3,000 gallons per unit. A winter average will be established by dividing the usage of all occupied units during the three month winter-averaging period by the number of occupied units during the time period. Such winter average will be calculated each year in March. After the winter average is established, the wastewater commodity charge will be calculated using the winter average established for that year.

(d) Anything herein to the contrary notwithstanding, no charge for wastewater service shall be made based on water used as a result of a special water-only connection authorized pursuant to the Rules.

(2) Monthly Residential Water, Sewer, and Solid Waste Pick-Up.

Water Usage and Solid Waste Pick-Up Charge (includes 2,000 gallons of usage)	\$34.70
Water Gallonage Charge	
2,001 - 15,000 Gallons	\$4.00 per 1,000 gallons
Over 15,001 Gallons	\$5.25 per 1,000 gallons

Wastewater Usage Charge	\$56.74
Wastewater Commodity Charge:	Not applicable

(3) Monthly Fourplex Water and Sewer Rates.

Water Usage Charge
(does not include any usage)

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| (a) The Links at Forest Creek
(Solid Waste pick-up is not provided) | \$9.50 per Fee Unit |
| (b) Star Ranch Townhomes
(includes Solid Waste pick-up) | \$26.40 per Fee Unit |

Water Gallonage Charge	
0 - 15,000 Gallons	\$4.00 per 1,000 gallons
Over 15,001 Gallons	\$5.25 per 1,000 gallons

Wastewater Charge	\$32.20 per Fee Unit
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Wastewater Commodity Charge	\$ 5.03 per 1,000 gallons
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(4) Monthly Commercial, Multi-Family, and Builder Water Rates.

- (a) Water Usage Charge
(does not include any usage or Solid Waste pick-up)

<u>Meter</u>	<u>Rate per Fee Unit</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

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|----------------------------|--------------------------|
| (b) Water Gallonage Charge | |
| 0 - 15,000 Gallons | \$4.00 per 1,000 gallons |
| Over 15,001 Gallons | \$5.25 per 1,000 gallons |

(5) Monthly Out-of-District Sewer Rates.

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|---------------------------------|-----------------------|
| (a) Wastewater Usage Charge | \$113.48 per Fee Unit |
| (b) Wastewater Commodity Charge | Not applicable |

(6) Monthly Commercial Sewer Rates.

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| (a) Wastewater Usage Charge | \$56.74 per Fee Unit |
|-----------------------------|----------------------|

(b) Wastewater Commodity Charge \$5.03 per 1,000 gallons

(7) Monthly Multi-Family Sewer Rates.

(a) Wastewater Usage Charge \$56.74 per Fee Unit

(b) Wastewater Commodity Charge \$5.03 per 1,000 gallons

(8) Monthly Builder Sewer Rates.

(a) Wastewater Usage Charge \$56.74 per Fee Unit

(b) Wastewater Commodity Charge Not applicable

(9) Fire Hydrant Meter Fees. Sale of water on a temporary basis from fire hydrants within the District shall be requested from the District's representative. There shall be charged and collected for each fire hydrant meter a fire hydrant meter fee in the amount of \$75.00 per month or any part of a month plus the per 1,000 gallon usage rate as stated above. A security deposit shall be paid to the District's representative at the time application is made for a fire hydrant meter in the amount of \$1,000.00. Such security deposit shall be refunded to the applicant at the time the meter is returned in good working order less any amounts due for damage to the meter.

(10) The District shall charge each customer any regulatory assessment required by the Texas Commission on Environmental Quality.

C. Non-Domestic Waste Fees and Permits.

(1) Permitting Fees. Each wastewater customer required by the District's Rules to apply for and obtain a wastewater discharge permit prior to discharging waste into the wastewater system shall pay an application fee of \$300.00.

(2) Testing Fees. Each wastewater customer holding a wastewater discharge permit shall pay a monthly fee for testing, compliance and use of the wastewater system in the amount of \$25.00.

(3) Surcharge Fees:

(a) Payment of Surcharge for Extra Strength Wastewater. In addition to compliance with all other requirements of this article, any person discharging extra strength wastewater into the District's wastewater system shall pay a monthly surcharge for the additional costs of handling and treatment of such extra strength wastewater in addition to the usual monthly sewer service charges.

(b) Cost Factors. The cost factors for extra strength wastewater are based on the capital and operating cost of wastewater facilities to provide treatment for the reduction of excessive biochemical oxygen demand (BOD), chemical oxygen demand (COD), and suspended solids (SS).

(c) Computation of Surcharge. 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. Computations of surcharges shall be 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.

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.

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.

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

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

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

(d) Current Unit Rates. The unit charges in dollars per pound used to assess the individual surcharges are:

<u>Parameter</u>	<u>Unit Charge Dollars/Pound</u>
BOD	0.50
COD	0.50
TSS	0.1049

(e) Adjustment of Rates. All flow rates, BOD, COD, and SS values used in determination of the surcharge of wastewater customers shall be reevaluated on a periodic basis as determined by the District's representative and shall 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 person discharging wastewater into the District's wastewater system shall 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 person shall be based on the data available to the District's representative at the time the surcharge is billed.

(4) Prohibited Discharges. In the event the District determines that there has been a prohibited discharge under the District's Rules or this Order, the District shall assess costs to the violator for the reasonable expenses of the District to locate the source of the violation, any testing of the waste associated with such violation, and for any damage to the District's sanitary sewer system.

IV. DELINQUENT ACCOUNTS

A. The District shall 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. All bills shall be due on the due date as specified on the bills and shall become delinquent if not paid as set forth on the bills. If the due date falls on the weekend or holiday, payment shall be due the following business day. For accounting purposes only, and with Board approval, the District's representative shall write off accounts receivable over ninety (90) days past due. This shall in no way relieve the past due customer of any liability for payment. The District's representative shall turn all overdue accounts over to a collection agency for appropriate action.

B. A late charge of ten percent (10%) of the amount of the bill shall be added for each monthly billing date the delinquent amount remains unpaid. If a bill remains delinquent for fifteen (15) days, water, wastewater, and, if applicable, Solid Waste collection service shall be discontinued in accordance with this paragraph. Prior to termination, the customer shall be notified of the amount due by letter sent by United States Mail, First Class. Once 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. A delinquent bill renders the entire account delinquent and the entire account must be paid in full in order to avoid interruption of service. The notice shall state the date upon which water service shall be terminated, which date shall be not less than seven (7) days from the date such notice is sent. Such notice shall state the time and place at which the account may be paid and that any errors in the bill may be corrected by contacting the District's representative, whose telephone number shall also be given in such notice. Provided, however, that in the event the customer contacts the District's representative within such seven (7) day period, the District's representative may, at its option, allow the customer to make arrangements to pay the delinquent amount in installments to be approved by the District's representative. After termination of service, payment by the customer of delinquent amounts due and reconnection charges shall be payable only by cash, money order, cashier's check, or credit card; no personal checks or other forms of payment will be accepted.

C. The District will charge a customer whose payment of a bill is dishonored or rejected by a financial institution a fee of \$30.00. If a customer's payment is dishonored or rejected by the 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 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 days after the notice has been postmarked unless the account is paid in full by cash, money order, or cashier's check.

D. 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.

V. DISCONTINUATION OF SERVICE

A. Charge for Reconnection. In the event of any discontinuation of Service, whether because of customer's delinquency or upon a customer's request, the District shall charge the following charge per Connection prior to reconnecting such customer:

- (1) Water System.
 - (a) when meter removed \$100.00
 - (b) when meter not removed \$ 50.00
 - (c) after hours - 5:00 p.m. \$ 25.00 additional
- (2) Wastewater System. Two times the cost to the District.

VI. UNAUTHORIZED USE OF WATER, UNAUTHORIZED DEPOSIT OF DEBRIS

Any person, corporation or other entity which takes or uses water or connection to the District's wastewater system without prior authorization of the District or deposits debris, yard waste, garbage or other materials upon the property of the District, including District parks, drainage area, greenbelt and nature trails, violates this Order and shall be subject to a penalty of \$250.00 for each breach of this provision. Each day that a breach of this section continues shall be considered a separate breach. All water use, other than special connections approved by the Board, will be through a meter provided to the user by the District. The District shall not allow use of District water or connection to the District's Systems until all outstanding penalties assessed have been paid. This penalty shall be in addition to the other penalties provided by the laws of the State and to any other legal rights and remedies of the District as may be allowed by law. Board determination of a violation is required in order to levy a penalty and, upon such determination, notice in writing shall be delivered to the person, corporation, or entity held in violation providing said person the opportunity to appear before the Board and address the imposition of said penalty.

VII. LEAK ADJUSTMENT POLICY

In the event a customer experiences a water leak, the customer may submit a request for a billing adjustment. A water leak under the policy is defined as a leak beyond the normal control of the customer, such as a water line break or irrigation system leak. Water leaks due to customer error or negligence will not be approved under the policy. Examples include irrigation controller errors, water spigots or sprinklers left on for extended periods of time, water leaks that are not repaired in a timely fashion, etc. The District's representative retains the right to approve or deny a leak adjustment request as determined by the circumstances and duration of the water leak. To request review of a leak adjustment, the customer will be required to submit at a minimum the following items to the District's representative for review:

- a. A good faith payment toward the bill under leak adjustment review equal to the customer's prior month's bill;
- b. A written leak adjustment request detailing the circumstances of the leak;
- c. Documentation of the leak, such as a repair invoice, indicating what date the leak was corrected; and
- d. Duration of the leak period.

Upon receipt of a completed request including all items listed above, the customer's water bill will be recalculated according to a historical review of the customer's water usage as determined by the District's representative. The re-calculated amount of water during the leak period will be billed in accordance with the current rates. Water usage from the leak period in excess of the recalculated usage will be presumed to be attributed to the leak and will be billed at the wholesale cost of the water plus 5%. Customers will only qualify for a leak adjustment once during a 12-month period. Leak adjustments will only be granted for one billing cycle. If the leak occurred during a winter averaging period, the District's representative may upon approval of a similar wholesale adjustment by the District's wholesale supplier, make an adjustment to the winter average of the customer. If a leak adjustment credit exceeds \$250.00, the adjustment must be approved by the Board.

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

(signature page follows)

PASSED AND APPROVED this 8th day of May, 2019.

(SEAL)



Rance Richter, President
Board of Directors

ATTEST:

Daniel Bates, Secretary/Treasurer
Board of Directors

