

ORDER ADOPTING AMENDED SERVICE RATE ORDER
May 11, 2023

Amending and Superseding the June 9, 2022 Order Adopting Amended Service Rate Order

THE STATE OF TEXAS §
COUNTY OF HAYS §
HAYS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 §

We the undersigned officers of the Board of Directors (the "Board") of Hays County Water Control and Improvement District No. 1 (the "District"), hereby certify as follows:

The Board convened in *regular* session, open to the public, on May 11, 2023 at its office within the District and the roll was called of the members of the Board, to-wit:

Douglas Botts	President
Paul Kelly	Vice President
Daniel Robison	Secretary
Bill Dally	Treasurer/Asst. Secretary
Rick Lucas	Assistant Secretary

All members of the Board were present excluding Director Kelly.

Whereupon, among other business conducted by the Board, Director Botts introduced the order set out below (the "Order") and moved its adoption, which motion was seconded by Director Robison and after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

"Aye" 4 ; "No" 0 .

The Order thus adopted is as follows:

WHEREAS, pursuant to Chapters 49, 51 and 54, Texas Water Code, the Board of Directors (the "Board") of Hays County Water Control and Improvement District No. 1 (the "District") is authorized to adopt and enforce all necessary rates, charges, fees and deposits for providing District facilities or services; and

WHEREAS, the Board has determined that its existing "Order Adopting Amended Service Rate Order" is in need of amendment to make necessary modifications and adjustments.

NOW THEREFORE, THE BOARD OF DIRECTORS OF HAYS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 ORDERS THAT:

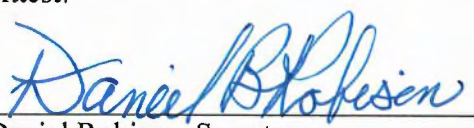
1. The amended service rate order, attached hereto as Exhibit "A" (the "Amended Service Rate Order") is hereby adopted;
2. The Amended Service Rate Order shall become effective on June 1, 2023 (the "Effective Date");
3. The *Order Adopting Amended Service Rate Order* adopted by the District on June 9, 2022 shall be of no force and effect with respect to any event occurring on or after the Effective Date, and is hereby amended and superseded as of the Effective Date;
4. If any provision, section, sentence, clause, or phrase of this Order, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Order or the application to such other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board in adopting this Order, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision; and
5. The Secretary of the Board is hereby directed to file a copy of this Order in the principle office of the District. This Order shall be and remain in full force and affect from and after the Effective Date.

PASSED AND APPROVED THIS 11th day of May, 2023.



Douglas Botts, President
Board of Directors

Attest:



Daniel Robison, Secretary
Board of Directors

EXHIBIT "A"

[ATTACHED]

**Hays County Water Control and
Improvement District No. 1
Hays County, Texas**

Service Rate Order

**Adopted May 11, 2023
Effective June 1, 2023**

TABLE OF CONTENTS

	Page No.
Section 1 - General Provisions	
Section 1.01 Authority and Purpose	1
Section 1.02 Amendment of Service Rate Order	1
Section 1.03 Definitions	1
Section 1.04 Singular and Plural	1
Section 1.05 Headings and Captions	1
Section 1.06 Severability	1
Section 1.07 Effective Date	1
Section 2 - Fees	
Section 2.01 Capital Recovery Fee	2
Section 2.02 Tap Fees	2
Section 2.03 Inspection Fees	3
Section 2.04 Park Fee	4
Section 2.05 Fees for Temporary Service	5
Section 2.06 Service Application Fee	5
Section 2.07 Non-Routine Cost Recovery Fee	5
Section 2.08 Service Transfer Fee	5
Section 2.09 Meter Re-Read Fee	5
Section 2.10 Late Payment Fee	5
Section 2.11 Returned Check Fee	5
Section 2.12 Reconnection Fees	5
Section 2.13 Automated Meter Opt-Out Fees	5
Section 2.14 Surcharge Administration Fees	5
Section 3 - Deposits	
Section 3.01 Security Deposit	6
Section 3.02 Builder Deposit	6
Section 3.03 Swimming Pool Deposit	7
Section 3.04 Greenbelt Deposit	7
Section 3.05 Plan Review and Inspection Deposit	7
Section 4 - Charges and Rates	
Section 4.01 Monthly Usage Charge Per LUE for Services	8
Section 4.02 Charges and Rates for Water Service	8
Section 4.03 Charges and Rates for Wastewater Service	10
Section 4.04 Charges and Rates for Reclaimed Water Service	11
Section 4.05 Monthly Charge for Solid Waste Disposal Service	11
Section 4.06 Monthly Charge for Law Enforcement Patrol	12
Section 4.07 Regulatory Assessment Charges	13

Section 4.08	Penalties and Costs	13
Section 5 – Terms and Conditions of Service		
Section 5.01	Application for Connection Required	14
Section 5.02	Service Agreements	14
Section 5.03	Service Applications	15
Section 5.04	Compliance with Rules	15
Section 5.05	Compliance with Wastewater Control Order	15
Section 5.06	Compliance with WCDCP	15
Section 5.07	Inspections	15
Section 5.08	All Services Required; All Services Charged	16
Section 5.09	Pressure of Water	16
Section 5.10	Billing and Payment	16
Section 5.11	Automated Meters	16
Section 5.12	Responsibility for WTCPUA Surcharges	17
Section 6 – Disconnection, Discontinuance and Restoration of Service		
Section 6.01	Reasons for Disconnection or Discontinuance of Service	18
Section 6.02	Procedure for Disconnection or Discontinuance of Service	18
Section 6.03	Exceptions to Procedure for Disconnection or Discontinuance	19
Section 6.04	Collection Proceedings	19
Section 6.05	Restoration of Service	19
Appendices		
APP 1	Defined Terms and Phrases	

Section 1
General Provisions

Section 1.01 Authority and Purpose. This Service Rate Order is adopted pursuant to the act creating the District, Chapters 49, 51 and 54 of the Texas Water Code, and Texas Water Code § 49.212 providing authority to adopt and enforce charges, fees, rentals and deposits for providing and making available District facilities and services. This Service Rate Order may not be construed to limit, restrict, or deprive the District or the Board of any exercise of any power, duty, or jurisdiction conferred by the legislation and orders creating the District, Chapters 49, 51 and 54 of the Texas Water Code, or any other applicable law or statute.

Section 1.02 Amendment of Service Rate Order. The Board may amend or revoke this Service Rate Order or adopt a new Service Rate Order at a meeting of the Board held in compliance with the Texas Open Meetings Act.

Section 1.03 Definitions. The terms and phrases set forth on **Appendix 1**, when capitalized within the text of this Service Rate Order, shall have the meaning ascribed to them in such Appendix 1. Other terms and phrases that are capitalized, underlined, and defined within the text of this Service Rate Order shall have the meaning ascribed to them therein throughout this Service Rate Order.

Section 1.04 Singular and Plural. Unless the context otherwise requires, defined terms and phrases expressed in the singular include the plural and *vice versa*.

Section 1.05 Headings and Captions. The headings and captions in this Service Rate Order are included for reference only, and do not affect in any way the meaning or interpretation of this Service Rate Order.

Section 1.06 Severability. If any provision of this Service Rate Order or its application to any Person or circumstance is held invalid or unenforceable, the invalidity does not affect other provisions or applications of the Service Rate Order which can be given effect without the invalid provision or application, and to this end the provisions of this Service Rate Order are severable.

Section 1.07 Effective Date. This Service Rate Order shall become effective as of the 1st day of July, 2022.

Section 2
Fees

Section 2.01 Capital Recovery Fee. A fee for the District’s recovery of impact fee payments to its water suppliers shall be charged and collected for each Connection for Water Service (a “Capital Recovery Fee”). Unless otherwise agreed by the District in writing, Capital Recovery Fees must be paid prior to installation of any Connection for Water Service. The amount of the Capital Recovery Fee shall be equal to the amount of the “Connection Fee” per Living Unit Equivalent required to be paid by the District pursuant to Sections 4.01(a) and 4.01(d) of the Water Services Agreement between the District and the WTCPUA, as amended.

Section 2.02 Tap Fees. Tap Fees shall be charged and collected to cover the installation and administrative costs associated with making connections to District Systems. Tap Fees must be paid prior to installation of the applicable tap.

- (a) **Water Tap Fee.** The Tap Fee for each Water Tap shall be based on the meter size and determined in accordance with the following Table 2.02(a).

Table 2.02(a)	
Meter Size	Tap Fee
3/4” x 3/4”	\$775.00
1”	\$950.00
1-1/2” and Over 1-1/2”	To be installed by the District at cost times three

- (b) **Wastewater Tap Fee.** The Tap Fee for each Wastewater Tap shall be based on the type of Connection and determined in accordance with the following Table 2.02(b). In addition to the Tap Fee set forth in Table 2.02(b), any Wastewater Tap installation involving excavation of the wastewater main shall subject to a charge equal to the actual costs of installation incurred by the District plus twenty-five percent (25%) of the costs of such installation.

The costs of installation shall include charges incurred by the District for personnel, equipment, materials (excluding the meter) and appropriate safety measures. Any such installation involving excavation of the wastewater main shall be performed by the District. By way of example, for a non-residential wastewater tap involving excavation of a wastewater main, the total tap fee payable would be calculated as follows: \$1,000.00 + Installation Costs + (Installation Costs x 25%).

Table 2.02(b)	
Type of Connection	Tap Fee
Residential Connection	\$ 550.00
Non-Residential Connection	\$1,000.00

- (c) **Reclaimed Water Tap Fee.** The Tap Fee for each reclaimed water tap shall be based on the meter size and determined in accordance with the following Table 2.02(c).

Table 2.02(c)	
Meter Size	Tap Fee
5/8" x 3/4"	\$300.00
3/4" x 3/4"	\$318.75
1"	\$487.50
1-1/2" and Over 1-1/2"	To be installed by the District at 75% of cost times three

- (d) **Tap Transfer Fee.** Prior to installation, a Person that has paid for a tap may transfer a purchased tap from one lot within the District to another lot within the District upon application to the District and payment of the tap transfer fees set forth in Table 2.02(d).

Table 2.02(d)	
Water Tap Transfer	\$25.00
Wastewater Tap Transfer	\$25.00

- (e) **Expiration of Purchased Taps.** Notwithstanding payment of the fees described herein, taps for Water Service, Wastewater Service or Reclaimed Water Service expire eighteen (18) months after date of purchase.

Section 2.03 Inspection Fees.

- (a) **Tap Inspection Fees.** The District's fees for tap inspections shall be determined in accordance with the following Table 2.03(a). The fee for the first inspection must be paid at the time the tap fees are paid pursuant to Section 2.02. The fee for any additional inspections must be paid at the time the inspection is requested. Final Wastewater Tap inspection fees include line television.

Table 2.03(a)	
Type of Tap Inspection	Tap Inspection Fee
Residential Connection – Water Tap	\$75.00 per meter
Residential Connection – Wastewater Tap	\$75.00 per tap
Residential Connection – Final Wastewater Tap	\$250.00 per tap
Non-Residential Connection – Water Tap	\$125.00 per meter
Non-Residential Connection – Wastewater Tap	\$125.00 per tap
Non-Residential Conn. – Final Wastewater Tap	\$250.00 per tap
Reclaimed Water Tap	\$125.00 per meter

- (b) **Customer Service Inspection Fees.** The District will conduct inspections of new residential and non-residential construction as required by the District and TCEQ, including without limitation the following inspections:
- (1) verification of proper silt fencing, inlet protection and containment of construction debris ("Erosion Control Inspection");

- (2) review, inspection, and general overview of construction site prior to commencement of construction (“Site Inspection”);
- (3) verification of non-connection between potable and non-potable water connections, including service lines (“Slab Line Inspection”);
- (4) verification of non-connection between potable and non-potable water connections before wall enclosure (“Wall Line Inspection”);
- (5) verification of non-connection between potable and non-potable water fixtures, including verification of faucet, hose bib, washing machine, dishwasher and other connections (“Fixture Inspection”); and
- (6) inspection of entire site prior to initiation of Water Service (“Final Inspection”).

A fee of \$300.00 covering all of the foregoing inspections shall be charged and collected for each inspection of a Single Family Residence or Individually Metered Dwelling Unit. The fees charged and collected for inspection of any other site or improvement will be determined by District Representatives based upon the size and scope of the project. Applicable customer service inspection fees will be paid at the time of purchase of the Water Tap for new construction.

- (c) **Swimming Pool Inspection Fees.** Pursuant to the District’s Rules, a Customer that intends to install a swimming pool must complete an “In-Ground Pool Construction Request” form and submit any plans, specifications and other items requested by the General Manager. The District will conduct such inspections as are prescribed by the Rules. A fee of \$250.00 will be charged and collected for each inspection required under the Rules.
- (d) **Grease Trap Inspection Fees.** Pursuant to the District’s Wastewater Control Order, a periodic inspection fee of \$75.00 per inspection may be charged and collected against each Customer responsible for maintenance of a grease trap within the boundaries of the District. The inspection fee may be modified by amendment of the Wastewater Control Order without amendment of this Service Rate Order.
- (e) **Other Project Inspection Fees.** A Customer that intends to undertake a project that will be connected to a District System, encroach upon District property, or affect drainage or water quality within the District must complete a “Residential Project Application Form” and submit any plans, specifications and other items requested by the General Manager. Necessary inspections will be determined on a case by case basis, but shall include cross connection and customer service inspections for all new irrigation systems, water purification systems, spas, and other similar systems receiving Water Service from the Water Supply System. Unless the Customer is otherwise notified in writing, a fee of \$50.00 will be charged and collected for each inspection associated with the project.
- (f) **Reinspection Fee.** If any inspection is failed, a reinspection fee of \$75.00 will be charged and collected for any reinspection 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 the reinspection fee will be assessed.

Section 2.04 Park Fee. Any Person desiring to connect to a District System shall pay a park fee of \$750.00 per platted lot. The collection park fees will establish a fund designated for use by the

District for planning, design, construction, repair, rehabilitation and maintenance of improvements to District Parks and other open space in accordance with a separate order of the Board.

Section 2.05 Fees for Temporary Service. Sale of water on a temporary basis from metered hydrants or flush valves within the District must be requested from a District Representative. For each such meter, an application fee of \$30.00, an installation fee of \$125.00 and security deposit as required under Section 3.01(a) shall be charged and collected. The installation fee includes a required back flow prevention test. The volume rates for water set forth in Section 4.02 shall apply to water withdrawn from a hydrant or flush valve. The security deposit shall be returned to the applicant at the time the meter is returned in good working order less any amounts due for damage to the meter, other equipment, or water bills due.

Section 2.06 Service Application Fee. The service application fee is set at \$30.00 per application. If same day activation of service is requested and possible, the service application fee shall be increased to \$50.00 per application for expedited service.

Section 2.07 Non-Routine Cost Recovery Fee. Any non-routine costs incurred by the District in connection with any tap installation or District inspection, plan review or inspection shall be the responsibility of the Applicant for service to such Connection and shall be payable to the District upon demand.

Section 2.08 Service Transfer Fee. A Customer desiring to transfer service from one address within the District to another address shall pay a transfer fee of \$30.00, which shall be collected at the time of the transfer of service. Customers who have a prompt payment record for at least twenty-four (24) months shall not be required to pay the transfer fee.

Section 2.09 Meter Re-Read Fee. A Customer requesting confirmation of a meter reading is subject to a \$30.00 fee if it is found that the meter read is reading correctly. Such fee will be assessed to the customer's next water bill.

Section 2.10 Late Payment Fee. A late fee of ten percent (10%) of the amount of each unpaid bill shall be charged on each monthly billing date that the delinquent amount, including a delinquent stand-by fee, remains unpaid.

Section 2.11 Returned Check Fee. The District reserves the right to charge a Customer paying a bill with a check that is dishonored a returned check fee of \$25.00.

Section 2.12 Reconnection Fees. If a Service has been discontinued or disconnected, the Customer will be required to pay reconnection fees and a reconnect deposit in accordance with Section 6.05.

Section 2.13 Automated Meter Opt-Out Fees. Any Person requesting that usage for a Single Family Residence be metered by a standard manual-read meter instead of an automated meter will be assessed a one-time meter exchange fee of \$75.00. In addition, such Person shall pay a monthly fee of \$25.00 per month to cover the costs of manual meter readings after the meter is exchanged.

Section 2.14 Surcharge Administration Fees. Any Customer that is responsible for a WTCPUA surcharge or other extraordinary fee pursuant to Section 5.12 will also be assessed a one-time fee of \$50.00 to cover administrative costs of the District in connection therewith.

Section 3
Deposits

Section 3.01 Security Deposits.

- (a) **Amount of Deposit.** Each Customer is required to fund and maintain a security deposit with the District for each Connection. The amount of the security deposit shall be determined in accordance with the following Table 3.01(a). The security deposit must be collected prior to the initiation of Water Service unless, in the discretion of the General Manager, the amount of the security deposit is included on the Customer's first water bill.

Table 3.01(a)	
Type of Connection	Amount of Security Deposit
Residential Connection (Owner)	\$200.00
Residential Connection (Rental House)	\$400.00
Non-Residential Connections:	
3/4" x 3/4" Meter or Smaller	\$200.00 + \$100.00 per LUE allocated to meter
1" Meter	\$500.00 + \$100.00 per LUE allocated to meter
1-1/2" Meter or Larger	\$1,000.00 + \$100.00 per LUE allocated to meter
Temporary Connection (Section 2.05)	\$2,000.00
Reconnect Deposit (Section 6.05)	\$200.00

- (b) **Administration of Security Deposit.** Security deposits shall be held by the District to assure the prompt payment of all bills for Services provided to the Customer and any civil penalties issued to the Customer, and shall not be transferable to another Person. Following eighteen (18) months of timely payment of the District's bills, a residential Customer shall be entitled to return of the security deposit upon written request to the appropriate District Representative; provided however, that the District may require the Customer to replenish the security deposit in the event the Customer thereafter fails to make timely payments for two (2) or more consecutive months.
- (c) **Application of Security Deposit.** 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 for any reason (including Customer request), the security deposit shall be applied against amounts due, including any disconnection fees and other fees and charges authorized herein. Any portion of the security deposit remaining after deduction of such amounts shall be returned to the Customer upon written request of the Customer. In no event shall any Customer's security deposit bear interest for the benefit of the Customer.

Section 3.02 Builder Deposits.

- (a) **Administration of Builder Deposit.** Each Builder within the District must fund and maintain a builder deposit of (1) \$1,000.00, if one Single Family Residence is being constructed by the Builder; or (2) \$2,000.00, if more than one Single Family Residence is being constructed by the Builder. Builder deposits shall be held by the District to assure

the prompt payment of all bills for Services provided to the Builder, civil penalties resulting from violations of the District's Rules, inspection fees, and other costs resulting from the Builder's activities. Builder Deposits shall not be transferable to another Person. No taps will be sold to a Builder until this deposit is paid. Builder deposits are non-transferable, and any inspection fees coming due to the District may be charged against this deposit. Water Taps will not be issued until the builder deposit has been funded. If a Builder fails to fund and maintain the builder deposit, the General Manager may suspend issuance of Water Taps for lots owned by the Builder or may lock Water Meters for Single Family Residences owned by the Builder.

- (b) **Application of Builder Deposit.** At its option, the District may apply all or any part of a Builder's deposit against any delinquent bill of the Builder, civil penalty issued to the Builder, inspection fee payable by the Builder or cost resulting from the Builder's activities. Upon discontinuation of Service for any reason (including Customer request), the builder deposit shall be applied against amounts due, including any disconnection fees, other fees and charges authorized herein or in the Rules, and civil penalties. Any portion of the builder deposit remaining after deduction of such amounts shall be returned to the Builder upon written request of the Builder. In no event shall the builder deposit bear interest for the benefit of the Builder.

Section 3.03 Swimming Pool Deposits. Prior to a Customer's commencement of any swimming pool installation project, a partially-refundable deposit in the amount of \$2,000.00 shall be submitted to the appropriate District Representative ("Pool Deposit"). After the swimming pool passes final inspection and any costs associated with damages have been assessed, the Pool Deposit will be refunded less inspection fees charged pursuant to Section 2.03(c), and any civil penalties and damages resulting from the swimming pool project. *Access through a District park or greenbelt for swimming pool construction or installation is strictly prohibited.*

Section 3.04 Greenbelt Deposits. The District Rules prohibit the use of District parks, open space, greenbelt and other property for backyard project access and other activities. In the event the District grants a variance to the Rules, the District shall require a separate deposit be submitted to the appropriate District Representative ("Greenbelt Deposit"). The Greenbelt Deposit shall be made in the minimum amount of \$2,000.00, but the Board may require a greater deposit, in its sole discretion, consideration of the facilities, vegetation and uses (operational or recreational) associated with the area and the nature of the activities associated with the variance request. After the conclusion of the period for which a variance is granted, and assessment of any costs associated with damages, the Greenbelt Deposit will be refunded less any inspection fees, civil penalties and damages resulting from the activities related to the variance.

Section 3.05 Plan Review and Inspection Deposits.

- (a) **Responsibility for Review and Inspection Costs; Deposit Required.** An initial deposit of \$5,000.00 is required if: (1) the Rules or any applicable laws require approval of engineering plans, construction specifications and other design documents by the District Engineer, General Manager or the Board; or (2) the Rules or any applicable laws require inspection or monitoring of a project or facilities being constructed incident to the project

(“Review and Inspection Deposit”). The applicable Developer, Builder, Contractor or other Applicant is responsible for reimbursement of all review and inspection costs incurred by the District. The Review and Inspection Deposit must be funded prior to review of any design documents by the District Engineer. *After an initial plan review and one (1) subsequent plan review, the costs of plan review by the District Engineer shall be paid directly by the Applicant, and such costs shall not be eligible for reimbursement.*

- (b) **Administration of Review and Inspection Deposit.** Upon request, the District Engineer will provide an estimate of review and inspection costs. Should the estimated cost exceed \$5,000.00, the District Engineer and the Applicant shall present the estimate to the Board of Directors for a determination of the amount of the Review and Inspection Deposit. Once funded, review and inspection costs incurred by the District will be paid or reimbursed from the Review and Inspection Deposit. In addition, the Review and Inspection Deposit may be applied to any civil penalties and other costs under the Rules if the same are not timely paid. The Applicant shall replenish the deposit within ten (10) days of a request from the General Manager, so as to maintain funds on deposit equivalent to the original balance of the Review and Inspection Deposit. The remaining balance of the Review and Inspection Deposit will be returned to the Applicant within thirty (30) days of completion of the applicable project or facilities and upon written request of the Applicant.

Section 4
Charges and Rates

Section 4.01 Monthly Usage Charge Per LUE for Services.

- (a) **Residential Connections.** The monthly usage charge per Living Unit Equivalent for each Single Family Residence and each Individually Metered Dwelling Unit is as set forth in the following Table 4.01(a):

Table 4.01(a)		
Monthly Usage Charge per LUE		\$95.00 Total

- (b) **Non-Residential Connections.** The monthly usage charge per Living Unit Equivalent for each Non-Residential Connection is as set forth in the following Table 4.01(b).

Table 4.01(b)		
Monthly Usage Charge per LUE		\$73.00 Plus Charges for Solid Waste Disposal Service Imposed under <u>Section 4.05</u>

Section 4.02 Charges and Rates for Water Service.

- (a) **Volume Charge for Water Service.** In addition to the monthly usage charge, the District will on a monthly basis bill and collect a volume charge based on the quantity of water that passes through the meter at each Connection. The volume charge is tiered, with rates per thousand gallons increasing with higher consumption, to promote water conservation and discourage water waste. The amount of the volume charge shall be determined by reference to the following Table 4.02(a).

Table 4.02(a)		
	Rate	Rate Tier
Gallonage Charge - Water (per 1,000 gallons)	\$2.30	0 – 2,000 gallons metered
	\$3.85	2,001 – 5,000 gallons metered
	\$4.24	5,001 – 10,000 gallons metered
	\$4.88	10,001 – 20,000 gallons metered
	\$5.86	20,001 – 25,000 gallons metered
	\$7.03	25,001 – 30,000 gallons metered
	\$10.55	30,001 – 40,000 gallons metered
	\$15.83	Over 40,000 gallons metered

- (b) **Purchased Water Adjustment.** From time to time, the District's wholesale water suppliers adjust volumetric rates, base fees, and other charges imposed upon the District to purchase and supply potable water. In the event that the rates, fees and other charges of the District's water suppliers are increased, the District's Representatives are authorized implement a surcharge to allocate increased charges temporarily until such time as the rates, fees and charges of the District are adjusted to compensate for the increase in

purchased water charges imposed by the District's water suppliers ("Purchased Water Adjustment"). The Purchased Water Adjustment as of the Effective Date is 0.00 per LUE.

- (c) **Drought Surcharge.** In addition to the monthly usage charge for water, the volume charge for water, and the Purchased Water Adjustment, each Customer shall be required to pay a surcharge in any month during which Stage 2, Stage 3, Stage 4 or Stage 5 drought response measures are in effect under the District's Water Conservation and Drought Contingency Plan ("Drought Surcharge"). The Drought Surcharge shall be calculated monthly by adding a Customer's monthly usage charge under for water under Section 4.01 to the Customer's volume charge for water pursuant to Section 4.02, and multiplying such sum by seven percent (7%). The Drought Surcharge shall be identified separately on each Customer's monthly bill. The Drought Surcharge is intended to defray the costs of operation of the District's Systems during periods of drought when operating revenues are reduced as a result of mandatory water conservation, such that the District may continue to operate its Systems and provide Services. The Drought Surcharge shall not be charged or applied to any Customer unless Drought Response Measures for Stage 3 or higher are in effect, or the Board otherwise authorizes the charge. The Drought Surcharge may be postponed, suspended, or waived for any period of time by or in accordance with an order of the Board.
- (d) **Unauthorized Use of Water.** A Person violates this Service Rate Order and the Rules if the Person uses or obtains water from the Water Supply System without authorization from the District, or for a purpose that does not constitute a beneficial use of water under Section 11.003 of the Texas Water Code. A Person committing such a violation shall be subject to a civil penalty of \$200.00 for each violation. In addition, such Person shall be charged for the volume of water so obtained or used at the applicable volume rates established herein, and any additional charges authorized by the Rules. Each day that a violation of this Section 4.02(d) continues shall be considered a separate violation. All water use will be through a meter provided to the Customer by the District. The penalties provided for herein 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.

Section 4.03 Charges and Rates for Wastewater Service.

- (a) **Volume Rates for Wastewater Service.** In addition to the monthly usage charge, the District will on a monthly basis bill and collect a volume charge for Wastewater Service based upon the methodology described in Section 4.03(b). The volume charge for Wastewater Service shall be based on a rate of \$3.63 per 1,000 gallons of Wastewater flow.
- (b) **Wastewater Usage Volume Calculation.**
 - (1) **Winter Averaging.** Except as stated to the contrary in a service agreement executed by the District, the monthly volume of Wastewater flow generated by each Customer shall be determined: (A) on the basis of the average amount of water consumed by the Customer during the winter season, as measured by the monthly readings of the Customer's water meter for the preceding December, January, and February; or (B) on

the basis of the water consumed by the Customer during the same month, as measured by readings of the Customer's water meter for such month, whichever is less. Winter averaging shall not apply to Customers receiving Wastewater Service pursuant to the Belterra Springs Non-Standard Service Agreement.

- (2) **Residential Connections without Acceptable History.** If a residential Customer does not have an acceptable history of water consumption during the preceding December, January, and February, the Customer's monthly wastewater bill shall be calculated based upon: (A) the Customer's water consumption for the same month; or (B) on the basis of 10,000 gallons water consumption per month, whichever is less.
- (3) **Non-Residential Connections without Acceptable History.** If a Nonresidential Customer does not have an acceptable history of water consumption during the preceding December, January, and February, the Customer's monthly wastewater bill shall be calculated based upon: (A) the Customer's water consumption for the same month; or (B) by measuring actual wastewater volume, on a basis acceptable to the District, at the expense of the Customer.

Section 4.04 Charges and Rates for Reclaimed Water Service

- (a) **Volume Charge for Reclaimed Water Service.** The District will on a monthly basis bill and collect a volume charge for Reclaimed Water Service based upon the amount of Reclaimed Water that passes through the meter at each Connection. The volume charge for Reclaimed Water Service up to the maximum quantity permitted under a contract with the District shall be based on a rate of \$3.00 per 1,000 gallons. For any use of Reclaimed Water in excess of the maximum quantity permitted under a contract with the District, the volume charge for such excess use shall be based on a rate of \$7.50 per 1,000 gallons. The District will mail monthly invoices to Reclaimed Water Users.
- (b) **Suspension or Discontinuation of Service.** The District's rights in and to Reclaimed Water are superior to that of any other Reclaimed Water Customer or User. The District may suspend or discontinue Reclaimed Water Service under any Reclaimed Water Service Agreement to the extent reasonably determined necessary by the District.

Section 4.05 Solid Waste Disposal Service included in Monthly Usage Charge. Solid waste collection, disposal and recycling services will be provided to residential Customers within the boundaries of the District and Non-Residential Customers within the Belterra Village commercial development. Each Residential Connection shall accept such services, which shall be covered by the monthly usage charge for each Residential Connection. Each Non-Residential Customer within the Belterra Village commercial development shall accept such services at rates to be included within their individual monthly usage charge and determined based upon the selection of services by the Customer in accordance with the schedule set forth in the following Tables 4.05(a) and 4.05(b), as may be adjusted from time to time pursuant to the District's contract for such services.

Table 4.05(a)						
Non-Residential Solid Waste Collection Rates						
Container Size	Weekly Frequency	Effective 07/01/2019	Effective 07/01/2020	Effective 07/01/2021	Effective 07/01/2022	Effective 07/01/2023
96 Gal.	1X	\$30.64	\$31.56	\$32.51	\$33.48	\$34.49
2 CY	1X	\$78.54	\$80.89	\$83.32	\$85.82	\$88.39
3 CY	1X	\$88.84	\$91.50	\$94.25	\$97.08	\$99.99
4 CY	1X	\$97.85	\$100.79	\$103.81	\$106.92	\$110.13
4 CY	2X	\$198.28	\$204.22	\$210.35	\$216.66	\$223.16
6 CY	1X	\$119.74	\$123.33	\$127.03	\$130.84	\$134.77
6 CY	2X	\$216.30	\$222.79	\$229.47	\$236.36	\$243.45
6 CY	3X	\$299.99	\$308.99	\$318.26	\$327.80	\$337.64
6 CY	4X	\$375.95	\$387.23	\$398.85	\$410.81	\$423.14
6CY	5X	\$439.00	---Subject to Contract Amendment---			
8 CY	1X	\$133.90	\$137.92	\$142.05	\$146.32	\$150.71
8 CY	2X	\$244.63	\$251.96	\$259.52	\$267.31	\$275.33
8 CY	3X	\$336.04	\$346.12	\$356.50	\$367.20	\$378.21
8 CY	4X	\$419.73	\$432.32	\$445.29	\$458.64	\$472.40
8 CY	5X	\$489.00	---Subject to Contract Amendment---			

Table 4.05(b)						
Non-Residential Recycling Collection Rates						
Container Size	Weekly Frequency	Effective 07/01/2019	Effective 07/01/2020	Effective 07/01/2021	Effective 07/01/2022	Effective 07/01/2023
2 CY	EOW	\$59.23	\$61.00	\$62.83	\$64.72	\$66.66
2 CY	1x	\$78.54	\$80.89	\$83.32	\$85.82	\$88.39
3 CY	EOW	\$66.95	\$68.96	\$71.03	\$73.16	\$75.35
3 CY	1X	\$88.84	\$91.50	\$94.25	\$97.08	\$99.99
4 CY	EOW	\$73.39	\$75.59	\$77.86	\$80.19	\$82.60
4 CY	1X	\$97.85	\$100.79	\$103.81	\$106.92	\$110.13
6 CY	EOW	\$90.13	\$92.83	\$95.61	\$98.48	\$101.44
6 CY	1X	\$119.74	\$123.33	\$127.03	\$130.84	\$134.77
6 CY	2X	\$266.51	\$274.51	\$282.74	\$291.23	\$299.96
8 CY	EOW	\$100.43	\$103.44	\$106.54	\$109.74	\$113.03
8 CY	1X	\$133.90	\$137.92	\$142.05	\$146.32	\$150.71
8 CY	2X	\$293.55	\$302.36	\$311.43	\$320.77	\$330.39

Section 4.06 Law Enforcement Patrol Services included in Monthly Usage Charge. Law enforcement and patrol services will be provided to Customers within the boundaries of the District pursuant to an interlocal agreement between the District and Hays County. From and during the time such interlocal agreement is in effect, each Customer shall pay a monthly law enforcement patrol charge based on the number of LUEs of water service allocated to such Customer's Connection, which shall be included in the monthly usage charge for each Connection. The law enforcement patrol charge may be suspended or waived for any period of time by or in accordance with an order of the Board.

Section 4.07 Regulatory Assessment Charges. The District shall charge each Customer for regulatory assessments imposed or required by the TCEQ.

Section 4.08 Penalties and Costs. Civil penalties, costs, expenses, reimbursements and any other charges imposed by the District pursuant to of the Rules, Water Conservation and Drought Contingency Plan or Wastewater Control Order in order to prevent an abuse may be added to and included on the bills sent monthly to the applicable Customer, or invoiced separately. In accordance with Texas Water Code Section 49.212, such charges shall be subject to the treatment of delinquent accounts as provided in Section 6.0.

Section 5
Terms and Conditions of Service

Section 5.01 Application for Connection Required.

- (a) **Application.** Any Person desiring to make a Connection to a District System shall first make an application to the General Manager in the form approved by the Board. The Applicant shall, upon request, furnish the General Manager with evidence that the Person who will install the Tap and connect the line (if not the General Manager) 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.
- (b) **Review of Application.** A District Representative shall review all applications for Connections to the District's Systems. In the event that the District 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 District's plumbing code and the water and wastewater standard service details promulgated by the City of Austin Water and Wastewater Department, as amended from time to time, and that they are in compliance with all terms and conditions of the Rules, the District Representative may approve the application and the proposed Connection, subject to such terms or conditions as the District Representative deems necessary or convenient to accomplish the purpose and objectives of the Rules.
- (c) **Payment of Fees and Deposits.** Any Person desiring to make a Connection to a District System shall pay Capital Recovery Fees, Tap Fees, and other applicable fees and deposits to the General Manager at the time the application for such Connection is made. Connections shall not be made or authorized until all required fees have been paid.

Section 5.02 Service Agreements. If applicable, the following agreements shall be required prior to the installation of a Connection or initiation of Service by the District:

- (a) **Standard Service Agreement.** Each Customer receiving Service through a Residential Connection shall be required to execute a Customer Service Agreement on a form approved by the Board. A Customer receiving Service through a Non-Residential Connection covered by an agreement under Section 5.02(b) may be required to execute a Non-Residential Customer Service Agreement on a form approved by the Board.
- (b) **Nonstandard Retail Water and Wastewater Service Agreements.** For any Non-Residential Connection to the District's Water Supply System or Wastewater System, the Applicant for Service shall be required to execute a Non-Standard Water and Wastewater Service Agreement to be considered for approval by the Board prior to the installation of any water or wastewater facilities to serve such Connection. In the event that the Applicant requests substantial modifications to the form of such agreement approved by the District, the applicant shall be responsible for the District's costs, including legal fees, in negotiation

of any such modifications, and the Non-Standard Water and Wastewater Service Agreement shall not be executed until such costs have been reimbursed to the District.

- (c) **Reclaimed Water Service Agreement.** Prior to any Connection to the District's Reclaimed Water System, the use of Reclaimed Water produced or provided by the District, or the sale of Reclaimed Water to any user, the District requires that such user execute a Reclaimed Water Service Agreement to be considered for approval by the Board of Directors. In the event that the Applicant requests substantial modifications to form of such agreement approved by the District, the Applicant shall be responsible for the District's costs, including legal fees, in negotiation of any such modifications, and the Reclaimed Water Service Agreement shall not be executed until such costs have been reimbursed to the District.
- (d) **Grinder Pump Agreement.** For each Wastewater Connection that requires an alternative collection system, such as a grinder pump system, the Customer will be required to execute an Alternative Wastewater Collection System Service and Easement Agreement on a form approved by the Board.

Section 5.03 Service Applications. On or before two (2) business days prior to initiation of any Service, the Applicant for such Service must submit an application for such Service to the General Manager in the form approved by the Board. All applications shall be made by the record owner or renter of the property on which the applicable Connection is located. If applicable, proof of ownership or tenancy shall be furnished to the General Manager upon request.

Section 5.04 Compliance with Rules. Customers shall at all times comply with the District Rules. Failure to comply or violation of any District Rule will result in civil penalties and other charges as provided for within the Rules, and may result in discontinuance, disconnection, suspension or refusal of Services in accordance with the Rules or Section 6 of this Service Rate Order.

Section 5.05 Compliance with Wastewater Control Order. Wastewater, or any other waste, that does not meet the standards and requirements of the District's Wastewater Control Order shall not be discharged into or permitted to enter the Wastewater Collection System. Customers shall at all times comply with the requirements of the Wastewater Control Order, and penalties imposed thereunder shall be administered in accordance with the Wastewater Control Order, the Rules and this Service Rate Order. The General Manager is authorized to immediately discontinue, refuse, suspend or disconnect Service without Board action or notice to the Customer in the event of a violation of the Wastewater Control Order.

Section 5.06 Compliance with Water Conservation and Drought Contingency Plan. Customers shall at all times comply with the District's Water Conservation and Drought Contingency Plan, which is incorporated by reference. The WCDCP may be amended from time to time, and such amendments shall also be incorporated in their entirety upon Board adoption.

Section 5.07 Inspections. All inspections required under the Rules and this Service Rate Order must be passed prior to initiation of applicable Services.

Section 5.08 All Services Required; All Services Charged. Except as otherwise expressly authorized in the Rules or this Service Rate Order, no Service shall be provided by and through a District System unless the applicant agrees to receive both water and wastewater Service from the District. At no time shall the District render any Service without charge to any Person.

Section 5.09 Pressure of Water. The District will use reasonable efforts to supply and provide to Customers adequate water pressure. The District does not otherwise make any warranties, representations or guarantees with respect to water pressure. In no case will the District be liable for the failure or refusal to furnish water at any specific pressure.

Section 5.10 Billing and Payment.

- (a) **Monthly Billing.** The District shall bill each Customer monthly for all Services rendered in the preceding month. All bills shall be due on the due date as specified on the bill and shall become delinquent if not paid as of such due date. For accounting purposes only, and with Board approval, the General Manager may write off accounts receivable over ninety (90) days past due, which shall in no way relieve the Customer of any liability for payment of the delinquent amounts due. The General Manager shall turn all overdue accounts over to a collection agency for appropriate action.
- (b) **Payments of Monthly Bills.** Except for payments on delinquent accounts, payments may be made in the form of personal check, credit card, cashier's check or money order. Customers of the District may also pay monthly bills via alternative payment options provided through the District, the General Manager, or third party service providers, including but not limited to, online check and credit card payments, check and credit card payments processed by telephone, automatic monthly debt programs, and other payment options as they become available. All alternative payment options offered by the District are provided as a convenience to Customers and such alternative payment options may be discontinued by the Board at any time in its sole discretion. Certain payment options are made available through third party service providers that may charge additional fees, which are the sole responsibility of the Customer and are separate and apart from any amount owed by the Customer to the District. Non-payment of any such fees shall subject the Customer to termination of Services in accordance with this Service Rate Order.
- (c) **Payment of Fees and Deposits Under Sections 2 and 3.** All fees and deposits owed to the District pursuant to Sections 2 and 3 of this Service Rate Order, with the exception of security deposits under Section 3.01, shall be remitted to and processed by the District's bookkeeping firm. The General Manager may accept such remittances under exceptional circumstances, but shall immediately forward same to the District's bookkeeper for processing.

Section 5.11 Automated Meters.

- (a) **Use of Automated Meters.** The District will install automated meters for all Connections within the District's Water Service Area. Upon installation of an automated meter at a Customer's Connection, the Customer's use will be measured by

the installed automated meter unless the Customer opts out of automated metering as provided in Section 5.11(d).

- (b) **Acknowledgment of Status as Authorized Consumers.** For Customers with automated meters, the District has contracted with Badger Meter, Inc. (“Badger”), to provide access to certain services related to a hosted, on-demand, web-based service website (the “Badger Portal”) providing metering and water usage service information communicated through a cellular network (the “Badger Service”). Customers with automated meters acknowledge that they are “Authorized Consumers” under the District’s contract with Badger (the “Badger Contract”), and that they are subject to all terms, conditions and restrictions set forth in the Badger Contract.
- (c) **Badger Meter Policies.** Without limiting the generality of the foregoing, Customers with automated meters who access the Badger Portal or use the Badger Service must agree to comply with the Badger Meter Terms of Use Policy and the Badger Meter Privacy Policy (the latter being located at <https://beaconama.net/privacy/privacy.html>). A Customer’s violation of or failure to fully comply with the Badger Contract, the Badger Meter Terms of Use Policy and the Badger Meter Privacy Policy, or any requirements thereunder shall constitute a violation of this Service Rate Order. A copy the Badger Contract is available for review upon request from the District, as is documentation prepared by Badger to assist Customers in using the Badger Portal and the Badger Service.
- (d) **Automated Meter Opt-Out.** The owner of a Single Family Residence within the District’s Water Service Area may request in writing that usage for such Single Family Residence be metered by a standard manual read meter instead of an automated meter. Any Person making such a request must pay the Automated Meter Opt-Out Fees established in Section 2 of this Service Rate Order. Failure to pay such fees if full when due will disqualify the Person from optional use an automated meter, and an automated meter will be installed at the location. Automated Opt-Out Fees will be assessed to the Customer at the Single Family Residence for so long as the standard manual read meter is in place at the location.

Section 5.12 Responsibility for WTCPUA Surcharges. Any Customer whose use of any Service results in imposition by the WTCPUA of any surcharge or other extraordinary fee upon the District shall be responsible for payment of such surcharge or other fee, or reimbursement of the District’s payment of such surcharge or fee. Without limiting the generality of the foregoing, any Customer receiving Water Service pursuant to a Non-Standard Water and Wastewater Service Agreement that exceeds the capacity allocated to such Customer under such agreement shall be liable for any and all surcharges or other fees imposed by the WTCPUA as a result of such excess usage.

Section 6
Disconnection, Discontinuance and Restoration of Service

Section 6.01 Reasons for Disconnection or Discontinuance of Service. In addition to any other reason provided by law, the District shall be entitled to disconnect, discontinue or suspend facilities or water, wastewater or reclaimed water Services to a Customer for any of the following reasons:

- (a) **Customer Nonpayment or Failure to Timely Pay.** If a Customer's bill or other invoiced charge (including a civil penalty under the Rules) is unpaid and remains delinquent for fifteen (15) days, water Service shall be discontinued in accordance with Section 6.02. A delinquent bill renders the entire account delinquent and the entire account must be paid in full to avoid discontinuance of Service.
- (b) **Customer Payment Dishonored by Financial Institution.** If a Customer's purported payment is not honored by a financial institution, water Service shall be discontinued in accordance with Section 6.02. Payment by a Customer who has presented a dishonored check shall be made by credit card, money order, or cashier's check. Personal checks will not be accepted.
- (c) **Breach of Service Agreement.** If a Customer breaches or fails to comply with any service agreement with the District, water Service shall be discontinued pursuant to the terms of the applicable service agreement, or if the service agreement does not specify a procedure, water Service shall be discontinued in accordance with Section 6.02. The use or consumption Water or Reclaimed Water, or the generation of Wastewater flows, in excess of a contractual Service commitment shall be considered a breach.
- (d) **Noncompliance.** If a Customer fails to comply with or violates this Service Rate Order, the District's Rules, Wastewater Control Order, or Water Conservation and Drought Contingency Plan, Services may be disconnected, discontinued or suspended in accordance with the Rules, Wastewater Control Order, Water Conservation and Drought Contingency Plan, as applicable, in order to prevent an abuse, enforce payment of an unpaid charge, or prevent interference with Service to others.

Section 6.02 Procedure for Discontinuance or Disconnection. A Customer will be notified of impending Service discontinuance or disconnection by letter sent by United States Mail, First Class. The notice shall state the date upon which Service will be discontinued or disconnected, which date shall be not less than ten (10) days from the date such notice is sent, and shall conspicuously state "*disconnect notice*" or words of similar import. Three (3) days prior to the date of the intended discontinuance or disconnection, a District Representative shall deliver or place an additional notice of Service discontinuance or disconnection at the Customer's service address.

Such notices shall also state: (a) the action required to avoid discontinuance or disconnection of Service, such as payment of delinquent charges; (b) the date by which such action must be completed (and in the case of a delinquent bill or charge, the time and place at which the delinquent bill or charge may be paid); (c) the telephone number of a District Representative, and that any errors in the bill or notice may be corrected by contacting a District Representative; (d) if

applicable, the total past due charges; and (e) all reconnection fees that will be required prior to restoring Service. In the event the Customer contacts a District Representative prior to discontinuance or disconnection, the District Representative may, in his or her discretion, allow the Customer to make arrangements to pay a delinquent amount in installments to be approved by the General Manager. After discontinuance or disconnection, payment by the Customer of delinquent amounts due, together applicable reconnection charges and deposits, shall be payable only by credit card, money order, or cashier's check; no personal checks will be accepted.

Section 6.03 Exceptions to Procedure for Discontinuance or Disconnection. Notwithstanding Section 6.02, the General Manager is authorized to immediately discontinue, refuse, suspend or disconnect Service without Board action or notice to the Applicant or Customer where a known and dangerous condition related to the type of Service being provided exists, where Service has been connected or reconnected without authority, or where otherwise authorized by the Rules, Wastewater Control Order or Water Conservation and Drought Contingency Plan.

Section 6.04 Collection Proceedings. The District reserves the right to institute suit for the collection of any delinquent amounts due and unpaid, together with interest thereon at the maximum legal rate and reasonable attorneys' fees.

Section 6.05 Restoration of Service. Service will be restored upon a Customer's request provided that the following conditions are met: (a) all delinquent amounts are paid in full and the Customer's account is brought current; (b) any breach or noncompliance under Section 6.01(c) or 6.01(d) is cured and abated, and all applicable penalties and costs are paid; (c) reconnection fees required under this Section are paid; and (d) the security deposit has been replenished (if applicable) and the reconnect deposit required under Section 3.1(a) has been funded.

If Service to a Customer is discontinued or disconnected for nonpayment of a delinquent bill or for any cause legally authorized (including discontinuation upon a Customer's request), the reconnection fees set forth in the following Table 6.05 will be charged and collected prior to restoration of Service. **ALL SERVICES MUST BE RESTORED BY THE DISTRICT, MEANING THAT NO CUSTOMER MAY RECONNECT ANY SERVICE.**

Table 6.05	
Reconnection of Service	Reconnection Fee
Water Reconnect – if meter has been removed*	\$100.00
Water Reconnect – if meter has not been removed *	\$40.00
Wastewater Reconnect	Cost to the District times 2

*For water reconnects requested and performed after 4:00 PM, an after-hours surcharge of \$100.00 shall also be charged and collected prior to restoration of service.

In addition to the fees set forth in Table 6.05, and in addition to any required replenishment of a Customer's security deposit previously established under Section 3.1 herein, an additional reconnect deposit in the amount proscribed in Table 3.1(a) shall be funded by the Customer prior to restoration of service. Upon funding of the reconnect deposit by a Customer, such deposit shall be added to the Customer's security deposit and held and administered in accordance with Section 3.1. Payment of all deposits, fees and charges under this Section 2.12 must be in the form of cash, cashier's check, or money order.

APPENDIX 1
Defined Terms and Phrases

“Applicant” means a Person requesting any Service or approval from the District.

“Board” means the Board of Directors of the District.

“Builder” means a Person that constructs, or enters into a contract to construct, one or more Single Family Residences within the District.

“Connection” means a connection to the District’s Water System, Wastewater System, or Reclaimed Water system, as applicable, in order to obtain Water Service, Wastewater Service, or Reclaimed Water Service, respectively, from the District..

“Contractor” means a Person that performs site development work, installs or constructs infrastructure or utilities, or constructs a Structure or portion thereof, on behalf of a Developer, Builder or other Customer, or any other Person performing any construction activities or trade services (including plumbers, electricians, carpenters and other tradesmen) within the political boundaries of the District.

“Customer” means any Person provided with any Service by the District. Without limiting the generality of the foregoing, the term “Customer” as used herein may include residents of the District, Builders, Contractors, Developers, and other political subdivisions. A Person residing in a duplex, apartment, condominium or other multifamily residential Structure shall not be considered a “Customer” of the District for purposes of these Rules unless such resident’s Dwelling Unit constitutes an Individually Metered Dwelling Unit. HCWCID2 shall not be considered a “Customer” of the District with respect to any joint facilities or Services that are governed by separate agreements between the District and HCWCID2.

“Developer” means a Person who owns a tract of land within the District and who has divided or proposes to divide the tract into two or more parts to lay out a subdivision of the tract, including an addition to a municipality, or to lay out suburban, building, or other lots, and to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

“Director” means a director appointed or elected to the Board of Directors.

“District” means Hays County Water Control & Improvement District No. 1, a conservation and reclamation district and a political subdivision of the State of Texas, organized as a water control and improvement district under the provisions of Article XVI, Section 59, Texas Constitution, and possessing the rights and powers enumerated by Chapters 49, 51, and 54 of the Texas Water Code.

“District Engineer” or “Engineer” means a Person that has entered into a contract with the District to design District facilities, review plans on behalf of the District, perform engineering inspections

on behalf of the District, and perform any additional services as set forth in an applicable contract with the District.

“District Facility” means tangible real and personal property of the District, including any plant, equipment, means, recreational facility as defined by Section 49.462 of the Texas Water Code, or instrumentality owned, leased, operated, used, controlled, furnished, or supplied for, by, or in connection with the business or operations of the District. The term specifically includes a reservoir or easement of the District.

“District Park” or “Park” means parks, landscaping, parkways, greenbelts, sidewalks, trails, public right-of-way beautification projects, recreational equipment and facilities, and open space that is located within the political boundaries of the District and operated, leased, operated or maintained by the District. The term includes associated street and security lighting.

“District Representative” means the General Manager of the District or another representative or employee of the District acting pursuant to the direction of the Board or the General Manager.

“District Systems” means the Water Supply System, Wastewater System, Reclaimed Water System, and all water quality, drainage and stormwater detention facilities of the District.

“Dwelling Unit” means a residential unit consisting of one or more rooms within a Structure suitable for use as a permanent residence. The definition of “Dwelling Unit” includes the definition of a “Dwelling” under Texas Property Code § 92.001.

“Final Inspection” means complete inspection by a District Representative of an entire lot or construction site before the Builder or Developer concludes construction or development activities.

“General Manager” means the Person that is under contract with the District to operate the District’s Systems, collect amounts owed to the District for such services, report monthly to the District on the operations of the District’s Systems and perform any additional services as set forth in the contract with the District. The General Manager is sometimes referred to as the “Operator” in certain of the exhibits incorporated into to these Rules.

“GPD” means gallons per day.

“HCWCID2” means Hays County Water Control and Improvement District No. 2.

“Individually Metered Dwelling Unit” means a Dwelling Unit served by a utility meter that belongs to the District and measures Service only for that Dwelling Unit.

“LCRA” means the Lower Colorado River Authority or any successor or successors exercising any of its duties and functions.

“LUE” or “Living Unit Equivalent” means a single unit of Water Service, defined as the typical flow (in gallons per day) that would be produced by a Single Family Residence. The number of LUEs needed for a Connection shall be determined in accordance with the methodology,

calculations, and procedures used by the WTCPUA for determining LUE conversions by land use that are in effect at the time application for a Connection is made.

“Non-Residential Connection” means any Connection utilized to provide Service to an establishment or Structure that does not constitute one of the following: (1) a Single Family Residence; or (2) an Individually Metered Dwelling Unit that is located within a duplex, apartment building, condominium building or other multifamily residential Structure. Without limiting the generality of the foregoing, the term “Non-Residential Connection” includes a Connection to a duplex, apartment, condominium or other multifamily residential Structure, a commercial, industrial, civic, agricultural, public school, private school, institutional or recreational Structure, or any other establishment, development or Project that does not constitute a Single Family Residence or Individually Metered Dwelling Unit, unless otherwise agreed in writing by the District.

“Non-Residential Customer” means a Customer receiving Services from the District by virtue of a Non-Residential Connection.

“Person” means a natural person, corporation, partnership, company, trust, government agency, municipality, political subdivision, association, other public or private organization of any character, or any legal representative thereof.

“PUC” means the Public Utility Commission or Texas, or any successor agency exercising any of its duties and functions with respect to retail public utilities.

“Reclaimed Water” means treated effluent produced by the Wastewater Plant meeting the definition of 30 Tex. Admin. Code § 210.3(24) that is suitable for beneficial use pursuant to the District’s authorization issued by the TCEQ under 30 Tex. Admin. Code § 210.

“Reclaimed Water Service” means the provision of Reclaimed Water produced by the Wastewater Plant to Customers (specifically excluding HCWCID2), whether provided through a Connection or the Reclaimed Water loading station at the Wastewater Plant.

“Reclaimed Water System” means all supply, transmission and distribution facilities utilized by the District or HCWCID2 in conveying Reclaimed Water from the Wastewater Plant and providing Reclaimed Water Service, including all mains, lines, reservoirs, pumps stations, valves, valve boxes, flushing valves, blowoff valves, meters, meter service lines, meter boxes, the Reclaimed Water loading station at the Wastewater Plant, and all facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated or maintained by the District and utilized by the District to provide Reclaimed Water Service. Some components of the Joint 210 Irrigation System also constitute components of the Reclaimed Water System.

“Reclaimed Water User” means a Person utilizing reclaimed water for a beneficial use in accordance with the requirements of 30 Tex. Admin. Code § 210.

“Residential Connection” means a Connection utilized to provide Service to a Single Family Residence, or an Individually Metered Dwelling Unit that is located within a duplex, apartment, condominium or other multifamily residential Structure.

“Rules” means these Rules and Regulations of Hays County Water Control and Improvement District No. 1.

“Service” means a benefit or service provided by the District. Without limiting the generality of the foregoing, the term “Service” specifically includes the following: (1) Water Service, Wastewater Service, or Solid Waste Disposal Service provided by the District; (2) Reclaimed Water Service; (3) the use of District Parks or other facilities owned, leased, operated or maintained by the District, as authorized by the District; and (4) the temporary or permanent use of water quality, drainage, and stormwater detention facilities owned, leased, operated or maintained by the District as authorized by the District..

“Service Rate Order” means the District’s Order Establishing Water and Wastewater Service Rates, Charges and Tap Fees and Adopting General Policies with Respect to the District’s Water, Wastewater and Drainage Systems, as amended from time to time.

“Single Family Residence” means a single, detached one-family residential Dwelling Unit that is not more than three stories high with separate means of egress, and includes accessory Structures of the Dwelling Unit.

“Solid Waste Disposal Service” means the collection, transportation, processing and disposal of municipal solid waste by the District or a contractor of the District.

“Structure” means a building constructed for use as place for the conduct of business or any other affairs or activities, for use as a living space, or for the support, shelter or enclosure of any person or property, or any other structure.

“Tap Fee” means the fee paid to the District to obtain a Water Meter or Wastewater Inspection for any Connection. The amount of any Tap Fee shall be established in the District’s Service Rate Order and may be modified or changed at any time.

“TCEQ” means the Texas Commission on Environmental Quality, or any successor agency exercising any of its duties and functions with respect to conservation and reclamation districts.

“Wastewater” means any waterborne human waste and waste from domestic activities, such as washing, bathing, and food preparation (“Sewage”), and any other waterborne or liquid “waste,” as defined in Chapter 26 of the Texas Water Code, that is transmitted from a Connection to the Wastewater Collection System in accordance with the standards and conditions of these Rules and the District’s duly adopted Wastewater Control Order.

“Wastewater Collection System” means the underground sanitary sewer lines owned, leased, operated or maintained by the District. This system is composed of all interconnecting laterals, mains, and trunk lines with manholes, intercepting sewers, lift stations, clean-outs, stacks, tees,

and wyes, and all other facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated or maintained by the District and utilized for the collection and transmission of Wastewater. This system is maintained by the District.

“Wastewater Control Order” means the Wastewater Control Order duly adopted by the District on July 14, 2016, as may be amended from time to time.

“Wastewater Permit” means the permit to dispose of wastes issued to the District by the TCEQ and identified as TPDES Permit No. WQ0014293-001, as it may be amended, renewed, or transferred from time to time.

“Wastewater Plant” means the 500,000 GPD membrane bioreactor wastewater treatment plant owned, operated and maintained by the District in accordance with the Wastewater Permit, including all treatment plant improvements and a discharge structure installed at the discharge point identified in the Wastewater Permit, together with all other facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated or maintained by the District and utilized for treatment of Wastewater.

“Wastewater Service” means the collection, transmission, treatment and disposal of Wastewater, or related services provided or made available by the District.

“Wastewater Service Area” means the area within the political boundaries of the District.

“Wastewater Service Line” means any line from a Single Family Residence or other Structure which connects to the District’s Wastewater Collection System, including any grease traps or other facilities constructed to prevent non-domestic waste from being introduced into the District’s Wastewater Collection System. A Wastewater Service Line is owned and maintained by the owner of the Single Family Residence or other Structure.

“Wastewater System” means collection, transmission, treatment and disposal facilities utilized in the provision of Wastewater Service by the District, including the Wastewater Collection System, the Wastewater Plant, the Joint 210 Irrigation System, all drip irrigation fields, and all facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated or maintained by the District and utilized to provide Wastewater Service in accordance with the Wastewater Permit.

“Wastewater Tap” means the physical connection between a Customer’s Wastewater Service Line and the District’s Wastewater Collection System. Each Wastewater Tap is owned and maintained by the District.

“Water Meter” means a recording device that registers the amounts of water consumed by each Customer of the District. Each Water Meter is owned and maintained by the District.

“Water Conservation and Drought Contingency Plan” or “WCDCP” means the District’s duly adopted Water Conservation a Drought Contingency Plan, as amended from time to time. The

Water Conservation and Drought Contingency Plan shall be made available by the General Manager upon request.

“Water Service” means the supply, transmission and distribution of potable water that has been treated for human consumption in accordance with standards established by the TCEQ and the PUC, to Customers, or related services provided or made available by the District.

“Water Service Area” means the service area identified in Certificate of Convenience and Necessity No. 13013 as issued by the TCEQ on May 10, 2006.

“Water Supply System” means all water supply, treatment, transmission and distribution facilities utilized in the provision of Water Service by the District, including all water mains, lines, reservoirs, pumps stations, valves, valve boxes, flushing valves, blowoff valves, water meters, water meter service lines, meter boxes, and all facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated or maintained by the District and comprising the public water system of the District as defined in 30 Texas Administrative Code § 290.38(66).

“Water Service Line” means any line from a Single Family Residence or other Structure which connects to the District’s Water Supply System. A Water Service Line is owned and maintained by the owner of the Single Family Residence or other Structure.

“Water Tap” means the physical connection of any Water Service Line to the District’s Water Supply System. Water Taps will be made only by the District’s General Manager. Each Water Tap is owned and maintained by the District.

“WTCPUA” means the West Travis County Public Utility Agency, or any successor or successors exercising any of its duties and functions.