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by the WTCPUA. The WTCPUA shall have the right to inspect and approve all pipeline construction and facility installations. Fees for inspection services shall be paid by the Developer to the WTCPUA pursuant to this Schedule.

- (1) Unless the WTCPUA otherwise agrees by contract, the Applicant shall be required to pay, in addition to the any fees, including impact fees, provided in the Appendices to this Schedule, all costs associated with construction and installation of the facilities. These costs shall include, but may not be limited to, expenditures for materials, equipment, labor, legal fees, inspection fees, and design or engineering fees.
  - (2) Applicant may also be required to pay a higher monthly minimum and volumetric charge if pipeline construction and facility installations are to be performed by the WTCPUA at Applicant's expense, the WTCPUA will provide Applicant with an estimate of the construction and installation costs. Applicant shall either provide a cash-deposit with the WTCPUA for the estimated costs, or provide other acceptable securities as approved by the WTCPUA.
  - (3) Upon completion of construction and installation, Applicant shall transfer title of all facilities, up to and including the Applicant's meter(s), to the WTCPUA. Thereafter, the WTCPUA shall own such facilities and shall be responsible for the maintenance thereof.
- (f) The applicant shall provide after construction has been substantially completed the following deliverables:
- (1) Three sets of record drawings of the as-built plans.
  - (2) Autocad plans.
  - (3) GPS files noting location of meter boxes, meters, water and wastewater services, valves, pump stations, lift stations, and storage facilities.

#### Section 2.06. Easements

The WTCPUA, at its sole discretion, shall require the dedication of either a public utility easement or a private exclusive easement for extensions, which shall be provided prior to the commencement of construction, of the WTCPUA's facilities to serve the Applicant as per the following conditions:

- (a) If the WTCPUA determines that right-of-way easements or facility sites outside the Applicant's property are required to serve the Applicant, the WTCPUA shall require the Applicant to secure easements or title to facility sites on behalf of the WTCPUA on a form acceptable to the WTCPUA. All right-of-way easements and property titles shall be researched, validated, and filed by the WTCPUA at the expense of the Applicant.
- (b) The Customer will grant to the WTCPUA any easements or rights-of-way on the Customer's property for the purpose of constructing, installing, maintaining, replacing, upgrading, disconnecting, inspecting, and testing of any facilities necessary to serve the Customer as well as the WTCPUA's purposes in providing system-wide service. The WTCPUA may require the Customer to use certain forms to grant the easement or right-of-way.

#### Section 2.07. Right of Access

The WTCPUA will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, inspecting, reading, or repairing pipelines, meters, or other components used in connection with its providing treated water service and/or wastewater service, or for the purpose of removing its property and disconnecting service.

The Customers that fail to trim or remove landscaping around the meter will be charged a fee if a WTCPUA employee or contractor is required to clear the area in order to get access to the meter. Said fee is to be the invoiced cost from the WTCPUA's contractor.

#### Section 2.08. Fire Protection

The primary purpose of the treated water system owned and operated by the WTCPUA is to provide treated water service to residential and Non-residential Customers. The WTCPUA does not guarantee the availability of water for fire protection purposes. Fire hydrants installed within the WTCPUA's distribution system are provided at the convenience of the WTCPUA and do not imply any responsibility on the part of the WTCPUA to meet fire flow requirements of local, county, state, or federal governmental agencies.

#### Section 2.09. Emergency Rationing

In the event the total water supply is insufficient to serve all the Customers, or in the event there is a shortage

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of water, the WICPUA may initiate an emergency rationing program or implement measures in accordance with the WICPUA Utility Water Conservation and Drought Contingency Plan, or measures implemented by other regulatory authorities, as applicable.

#### Section 2.10. Responsibility for Water Leakage

All property owners, their agents, and tenants shall be responsible, as consumers and Customers, for loss of water and property damage due to leakage in pipes or plumbing on the Customer side of the meter or on the owner's property. The Customers who have experienced water loss due to a leak underground, behind walls, or under the foundation, may request an adjustment to their account once per calendar year. A written request along with proof of repair such as plumbing invoices or receipt of plumbing supplies must be received within six (6) months of the repair date. The adjustment will be based on the consumption billed at the time of leak and calculated at the current lower-tiered rate.

#### Section 2.11. Quality of Wastewater

(a) The obligation of the WICPUA to receive wastewater into the System depends upon compliance by the Customers with the provisions of this Section. In order for the WICPUA to properly treat and dispose of the wastewater, to protect the public health and sanitation, and to permit cooperation with other agencies which have requirements for the protection of the physical, chemical and bacteriological quality of public water and water courses, and to protect the properties of the System, the Customer shall comply with the requirements herein.

(b) Discharges into the System shall consist only of wastewater and other waste, free from the prohibited constituents listed in subsection (c) and limited in Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), dissolved sulfides, and pH as hereinafter provided.

(c) Gasoline; cleaning solvents; flammable materials; non emulsified oils and greases; mineral oils; ashes; cinders; sand, gravel; tar; asphalt; ceramic wastes; plastics; other viscous substances; feathers, hair; rags; metal metal filings; glass; wood shavings; sawdust; bulky solid materials such as, but not limited to, disposable diapers, clothing, and non-biodegradable personal hygiene products; unshredded garbage; toxic, corrosive, explosive or malodorous gases; acetylene generation sludge; cyanide or cyanogens compounds capable of liberating hydrocyanic gas on acidification in excess of 2 mg/l by weight as CN; radioactive materials which will permit a transient concentration higher than 100 microcuries per liter; emulsified oil and grease, exclusive of soaps, exceeding on analysis an average of 100 mg/l of ether-soluble matter; acids or alkalis having a pH value lower than 6.0 or higher than 10.0; pesticides; Hazardous Waste, as defined by 40 CFR Part 261 and Chapter 361, Texas Health and Safety Code (the Texas Solid Waste Disposal Act), as amended; and wastewater containing specific pollutant concentrations in excess of any of the numerical limitations named hereunder are prohibited from discharge to the System:

Pollutant	Maximum Allowable Concentration (ug/l)
Arsenic	100
Barium	1,000
Cadmium	100
Chromium	1,000
Copper	1,500
Lead	1,000
Manganese	1,500
Mercury	5
Nickel	1,000
Selenium	50
Silver	100
Zinc	2,000
Total Toxic Organics	1,000

(d) The BOD of wastewater delivered to the System as determined by a Standard Methods grab sample shall not exceed 400 mg/l.

(e) TSS delivered to the System, as determined by a Standard Methods grab sample, shall not exceed 400 mg/l.

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- (f) The pH of wastewater delivered to the System shall not be lower than six (6) or higher than ten (10). No acids shall be discharged into the System unless neutralized to a pH of six (6) or more.
- (g) Dissolved sulfides in wastewater at the point of delivery to the System shall not exceed 1.0 mg/L.
- (h) To determine the quality of wastewater, the WTCPUA may collect samples of any of the WTCPUA's wastewater Customers and cause same to be analyzed in accordance with the most recent edition of Standard Methods for the Examination of Water and Wastewater. Samples will be taken at intervals determined by the WTCPUA as necessary to determine wastewater quality. Concentrations in the wastewater of the constituents shown in the following table shall not exceed the values shown in the "Requisite Level" column during any two out of three consecutive months and shall never exceed the values shown in the "Not to Exceed" column, unless provided otherwise in a separate agreement between the Customer and the WTCPUA.

	Requisite Level	Not to Exceed
BOD	200mg/l	400mg/l
TSS	200mg/l	100mg/l
Dissolved Sulfide	0.1 mg/l	1.0 mg/l

- (i) Should the analysis disclose concentrations higher than those listed in Subsections (c), (d), (e), (f), (g), or (h), above, the WTCPUA will inform the appropriate Customer making the discharges resulting in the violation of this Section, and such discharges shall cease immediately. However, with the approval of the WTCPUA, wastewater with concentrations of BOD and TSS greater than specified above may be discharged by any of the WTCPUA's Customers into the System subject to the payment of a surcharge (in addition to all other payments required by this Schedule), based on the formula set out below. During any period that wastewater delivered from the Customer to the WTCPUA wastewater treatment plant does not meet the Requisite BOD Level or the Requisite TSS Level the Customer shall pay a surcharge to the WTCPUA as follows:

Computations of surcharge shall be based on the following formula:

$$S = V \times 8.34 (A (BOD - 200) + B (TSS - 200))$$

S: Surcharge in dollars that will appear on a customer's monthly bill

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

Unit charge in dollars per pound for TSS

TSS: Total Suspended Solids (TSS) concentration in milligrams per liter (mg/l) by weight

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

The unit charge for BOD (factor A) and for TSS (factor B) shall be set out in the Appendices to this Schedule. The WTCPUA shall have the right, from time to time, to set other values for these factors based on the actual costs of transportation, treatment, and disposal of the wastewater and of operating the Wastewater System.

- (j) Notwithstanding the foregoing provisions of this Section, federal and state regulatory agencies periodically modify standards on prohibited discharges; therefore, revisions to, additions to, or deletions from the items listed in this Section may become necessary in the future to comply with these latest standards.

#### Section 2.12. Requirement for Pretreatment

- (a) If discharges or proposed discharges to the System may deleteriously affect wastewater facilities, processes, equipment or receiving waters; create a hazard to life or health; or create a public nuisance, the Customer shall pre-treat to an acceptable condition prior to discharge to the System. The WTCPUA may require the Customers or prospective Customers to perform engineering studies to demonstrate that the proposed pretreatment method will be effective in eliminating the deleterious effects of the discharge. The entire cost of pretreatment, including sampling and testing performed by the WTCPUA to insure compliance with pretreatment requirements, shall be borne by the Customer.

- (b) Wastewater discharges requiring pretreatment include:

- (1) Wastewater containing fat, grease or oil in excessive amounts.
- (2) Wastewater containing sand or grit in excessive amounts.

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- (3) Any other wastewater determined by the WTCPUA to require pretreatment
- (c) Any person responsible for discharges requiring a pretreatment shall, at that person's expense and as required by the WTCPUA, provide equipment and facilities of a type and capacity as deemed necessary by the WTCPUA. All grease traps must have a sample well that is at least six (6) inches in diameter. The pretreatment equipment shall be located as close to the point of generation of waste as possible, in a manner that provides ready and easy accessibility for cleaning and inspection. The pretreatment facility shall be maintained in effective operating condition.
- Section 2.13. Rights and Obligations Regarding Necessity and Use of Grinder Pumps
- (a) This Section applies to any Customer who submits an application for wastewater service, which service will be provided through a Grinder Pump, on or after March 19, 2012 except in rate districts subject to Appendix D. Service to the Customers receiving service through a Grinder Pump prior to that date shall be provided in accordance with Appendix D. If the provisions in a Grinder Pump Service Agreement executed by the Customer prior to March 19, 2012 conflict with the service provisions in Appendix D, the terms of the Service Agreement will control for the remaining term of the Agreement.
- (b) The Customer (Residential and Non-Residential) shall install a pressure sewer system component, hereinafter referred to as a grinder pump system ("Grinder Pump") in those circumstances where the elevation and/or slope of the Property in relation to the location of the WTCPUA's System requires the installation of a pressure sewer system in order to transport the Customer's sewage to the WTCPUA's System.
- (c) The Customer shall be responsible for all costs associated with the purchase of the Grinder Pump, the installation, inspection, and maintenance of the Grinder Pump.
- (d) Separate Agreement Required. At the time a Customer pays all applicable wastewater connection fees and deposits to the WTCPUA, the Customer shall execute a Service Agreement, including the Grinder Pump Service Agreement. No wastewater service shall be provided to a Customer until the required Grinder Pump has been installed and the Agreement has been executed by the Customer.
- (e) Design and Installation of Grinder Pump Systems. The WTCPUA shall have the right to prior approval of the design of the Grinder Pump System, including materials, equipment, and location of the Grinder Pump System, prior to installation of the Grinder Pump by the Customer. The Customer shall obtain from the WTCPUA's engineer the design requirements for the Grinder Pump for the Property. The design requirements shall be determined by the WTCPUA's engineer and shall be in accordance with the rules of the TCEQ for alternative sewage collection systems, as those rules are amended by the TCEQ from time to time. Such design requirements shall specify, at a minimum, the Grinder Pump required by the WTCPUA, the generally preferred location(s) for installing the Grinder Pump System, and shall further require the installation and maintenance of a water faucet with a hose bib and vacuum breaker located within such distance of the Grinder Pump so as to ensure the ready availability of fresh, potable water during necessary repairs and maintenance of the Grinder Pump System. In addition, the Customer shall install a check valve between the Grinder Pump and the isolation valve. The final design provided by the Customer shall be submitted to the WTCPUA's representative at least fifteen (15) business days in advance of desired installation.
- (f) Inspection of Installed Grinder Pumps Prior to Provision of Service. The WTCPUA shall have the right to inspect and approve the installed Grinder Pump prior to initiation of service to the Property. The Customer shall give the WTCPUA at least five (5) business days' notice requesting an inspection. The Customer agrees to correct any deficiencies at the Customer's expense. The WTCPUA may charge an inspection fee as provided in the Appendices to this Schedule.
- (g) If the Grinder Pump is disconnected at any point and service is reinstated to the Customer's property, or if at any time the WTCPUA in its sole discretion determines that inspection of a Grinder Pump is necessary, then the WTCPUA shall have the right to inspect and approve the Grinder Pump prior to initiation of service to the property. The Customer shall give the WTCPUA at least five (5) business days' notice requesting an inspection. The Customer agrees to correct any deficiencies at the Customer's expense. The WTCPUA may charge an inspection fee as provided in the Appendices to this Schedule.
- (h) The Customers with Grinder Pumps shall be responsible for all costs associated with the operation, maintenance, repairs, and replacement of the Grinder Pump. If the Grinder Pump fails or any discharge from the Grinder Pump interferes with the hydraulics of the WTCPUA's System, compromises the integrity of the WTCPUA's System, or potentially contaminates state waters, then the WTCPUA may require the Customer to replace the Grinder Pump and comply with the requirements in this Schedule for Grinder Pumps and the

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TCTQ All repairs and maintenance to the Grinder Pump must be performed by a licensed plumber with a minimum TCTQ D Operators license

(i) The Customer agrees that the WTCPUA shall have the right to stop any discharges from the Grinder Pump in order to prevent interference with the hydraulics of the WTCPUA's wastewater collection system, any compromise to the integrity of the WTCPUA's wastewater collection system, or contamination of state waters at the Customer's expense and shall be grounds for the disconnection of water or wastewater service to the Property

#### Section 2.14 Penalties

(a) The terms and conditions described within the Schedule and Appendices are the rules of the WTCPUA. The WTCPUA establishes the penalties outlined in Appendix C of this Schedule for a violation of the terms and conditions of service as provided in this Schedule, unauthorized use of the WTCPUA's services or facilities, or tampering with the WTCPUA's System.

(b) A penalty under this Section is in addition to any other penalty provided by law and the Equipment Damage Fee as provided in Section 5.06 and may be enforced by complaints filed in the appropriate court of jurisdiction.

(c) If the WTCPUA prevails in any suit to enforce the terms and conditions of this Schedule, it may, in the same action, recover reasonable fees for attorneys, expert witnesses, and other costs incurred by the WTCPUA before the court. The amount of the attorney fees will be fixed by the court.

#### Section 2.15 Severability

In the event that any of the terms or conditions of this Schedule, or the application of any such term or condition, shall be held invalid as to any person or circumstances by any court of appropriate jurisdiction, the remainder of such Schedule, and the application of its terms and conditions to treated water service and wastewater service Customers shall not be affected thereby.

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### SECTION 3.0 - RATES, FEES AND TERMS AND CONDITIONS FOR WATER SERVICE

#### Section 3.01 Fire Hydrant Meters

(a) A Customer may request the use of a Hydrant Meter for temporary treated water service. A Customer receiving service through a Hydrant Meter must pay a deposit in accordance with Appendix C of this Schedule, in addition to the fees of the applicable rate district as provided in the Appendices hereto, upon execution of an application for service.

(b) During Non-Drought and Stage 1 Drought Conditions, holders of fire hydrant meters shall pay the comparable minimum bill and water gallonage charges that are associated with the same size residential water meter located in the Water Rate District where the fire hydrant meter is installed.

(c) During Stage 2 or Higher Drought Conditions, holders of fire hydrant meters shall pay the comparable minimum bill, gallonage charges, and surcharges that are associated with the same size residential water meter located in the Water Rate District where the fire hydrant meter is installed.

(d) The WTCPUA shall supply water through such a Hydrant Meter for a period not to exceed four (4) months. A Customer who receives treated water service through such a Hydrant Meter may not seek an extension without paying the applicable tap and impact fee charges associated with the rate district.

#### Section 3.02 Monthly Rates

(i) The monthly rates for each rate district are set out in the Appendix C attached to this Schedule.

(ii) If a Customer is undercharged, the WTCPUA may back bill the Customer for the amount that was under billed. The back billing shall not exceed twelve (12) months unless such undercharge is a result of tampering, bypass, unauthorized use by the Customer, or any other violation by the Customer of the terms and conditions of this Schedule.

#### Section 3.03 New Connection Fees and Terms and Conditions of Service

(a) Applicant will provide all information requested by the WTCPUA to determine the System's ability to provide water service to the Applicant's property and pay an application fee as outlined in Appendix C. Upon determination of water service availability, the WTCPUA will provide to the Applicant the cost to the Applicant to connect to the System based on the fees described below and provide the Applicant with the size, design and construction schedule of facilities needed to provide adequate water service for the Applicant's water demands.

With the Applicant's acceptance of this cost, the Applicant will pay all applicable deposits, in accordance with the Appendices attached to this Schedule, and connection fees, as established therein, enter into a service agreement and, if necessary, a construction agreement and execute any required easement forms to authorize access and right of entry by the WTCPUA or its successors or designees to construct and maintain the connection of service. In hardship circumstances and in limited cases, the Board of Directors, at its discretion, may waive applicable deposits or connection fees other than Impact Fees.

#### (b) Deposits.

(1) At the time the application is made, Applicant shall pay a deposit for service before service shall be provided or reserved for the Applicant by the WTCPUA. The deposit amount is outlined in Appendix C.

(2) If service is not connected, or after disconnection of service, the WTCPUA will promptly refund the Applicant's or the Customer's deposit, if any, and without interest, in excess of the unpaid bills for service furnished.

(3) If all bills are paid on a timely basis one year after service begins, upon application by the Customer, the WTCPUA shall refund in full such deposit to the Customer. The remainder of the deposit shall be held and refunded on termination of service as provided herein. If the Customer's account becomes delinquent more than two (2) times during any twelve (12) month period, the full security deposit may be required as a condition of continued service to the Customer.

#### (c) Tap Fees, Meter Installation for Standard Service

(1) Tap Fees are set at the amount outlined in Appendix C and are non-refundable. The Customer must request that the tap be set within six (6) months from the date the service

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agreement is signed and completed or from the date when service is available, whichever is earlier

(2) The Customer may request an extension of an additional six (6) months and submit a related, non-refundable fee as outlined in Appendix C. If the Customer fails to request an extension and pay the applicable extension fee then the Customer must reapply for service and provide all applicable application and connection fees with the new application. The foregoing sentence shall not apply in the event of prepayment of connection fees at the time of, or following, platting by a water district created under Article XVI, Section 59, of the Texas Constitution, which district issues bonds subject to the approval by the TCEQ.

(3) Meter Drop-In Fee is set at the amount as outlined in Appendix C.

(d) The Customer will install and maintain any necessary Service Lines from the meter to the Point of Use at its own expense and in accordance with the Prohibited Plumbing Practices as stated in Section 2.02 above. The Customer will install and maintain at its own expense any Customer service isolation valves, backflow prevention devices, and other equipment as may be required by the WTCPUA.

(e) The Impact Fees are set forth in the Appendices of this Schedule and are non-refundable. Impact Fees are associated with the property served by the meter(s). Subsequent owners of the property shall not be responsible for the payment of Impact Fees unless the owner of the property increases the number of service units (LUEs) served by the meter. If a Customer increases the number of service units on the property, then the Customer must pay for the additional LUEs at the currently assessed Impact Fees, in accordance with this Schedule. Impact Fees to be paid per number of LUEs will be calculated according to the following table.

#### LUE Conversions by Use

##### Residential

One (1) Single-Family Residence, Modular Home or Mobile Home	1 LUE
One (1) Duplex	2 LUEs
One (1) Triplex, Fourplex, Condominium Unit (6 - 24 Units/Acre)	0.7 LUEs/Unit
One (1) Apartment Unit (24 - ) Units/Acre	0.5 LUEs/Unit
One (1) Hotel or Motel Room	0.5 LUEs/Room

##### Commercial

Office	1 LUE/3,000 square feet of floor
Office Warehouse	1 LUE/4,000 square feet of floor
Retail, Shopping Center	1 LUE/1,660 square feet of floor
Restaurant, Cafeteria	1 LUE/200 square feet of floor
Hospital	1 LUE/bed
Rest Home	1 LUE/2 beds
Church (worship services only)	1 LUE/70 seats
School (includes gym & cafeteria)	1 LUE/13 students

The fee may be adjusted and the meter upsized if actual measurements show more flow than what was used to size the meter. The cost associated with meter replacement shall be paid by the Customer. Meter size will be determined by the WTCPUA based on the number of LUEs calculated for the project and AWWA standards. The Customer may, with substantiating information provided, request an LUE calculation or a meter of a size different from that determined by the WTCPUA; however, LUE calculations and meter size determinations will ultimately be at the discretion of the WTCPUA.

(f) An Applicant for service at a new location where service lines or the WTCPUA facilities must be extended to provide service must pay, in addition to the other fees in this Schedule and the Appendices, all costs to extend the WTCPUA line or facilities to the service location.

(g) One meter is required for each residential, commercial, or industrial facility unless otherwise determined by the WTCPUA in its sole discretion.

(h) An Applicant requesting one or more new connection(s) for water service shall pay the PUA the "Assessed Water Impact Fee" at the time that the application is filed with the PUA. The "Assessed Water Impact Fee" shall be either the Effective Water Impact Fee or the Historical Water Impact Fee, defined and

(1) Connection to Land That Is Placed and That Requires a Building Permit for Development.  
For land within the PJA's Highway 71 and/or 200 West Corridor, the following apply:

- (2) Connection to Land That is Platted but Does Not Require a Building Permit for Development. For land within the PUA's Highway 71 and or 290 Water Service Areas that must be platted but does not require a building permit for development, the Assessed Water Impact Fee shall be the Effective Water Impact Fee if the time of recordation of the subdivision plat is on or after November 1, 2012 but if the time of recordation of the subdivision plat is prior to November 1, 2012, then the Assessed Water Impact Fee shall be the Historical Water Impact Fee.

- (4) Replats, Plat Amendments, and Amending Plats. In the event that the plat for land that is the subject of an application for a water connection is replatted or amended in any manner, the Assessed Water Impact Fee initially determined under subsections (1) or (2) above shall remain the same with respect to the number of service connections contemplated in the original plat. If the replat or amendments to the plat result in a greater number of service connections than the original plat, then the Assessed Impact Fee for such additional connections shall be determined in accordance with subsections (1) or (2) above, as applicable, using the date of the updated building permit or date of recording of the updated plat, respectively.

Section 304. Water Capacity Reservation Fee

The Water Capacity Reservation Fee is a fee that is separate from the water impact fee assessed and collected under this Schedule.



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## SECTION 4.0 - RATES, FEES AND TERMS AND CONDITIONS FOR WASTEWATER SERVICE

### Section 4.01. Wastewater Rates and Bill Calculation

- (a) All wastewater rates for each rate district are contained in the attached Appendices. All wastewater accepted for treatment by the WTCPUA will be billed on the Customer's wastewater flow unless otherwise indicated in the Appendices.
- (b) For Residential Customers receiving both water and wastewater service from the WTCPUA:
  - (1) The WTCPUA will calculate retail wastewater flow for each Customer based on the calculated average of monthly potable water metered and billed to Customer during the previous December, January, and February.
  - (2) If a residential Customer does not have an acceptable history of water usage during the preceding December, January, and February, the Customer's monthly sewer bill shall be calculated based upon: (1) the Customer's current monthly water usage; or (2) on the basis of 10,000 gallons water usage per month, whichever is less.
- (c) If the residential Customer has installed an Irrigation Meter, the wastewater flow charge is based on 100% of the amount of water consumed by the residential customer as measured by the potable water meter.
- (d) For Non-residential, Multiple Use Facility, and Multi-unit Residential customers:
  - (1) The flow charge is based on 100% of the amount of water consumed by the non-residential, Multiple Use Facility, and Multi-unit Residential customer as measured by the potable water meter.
- (e) Bills for wastewater service will be sent monthly. The due date of bills for wastewater service will be stated on the invoice. Payment for wastewater service will be considered late if full payment, including late fees, regulatory assessment fees, etc., is not received at the WTCPUA or the WTCPUA's authorized payment agency by the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date. In the event of a dispute between a Customer and the WTCPUA regarding any bill for wastewater service, the WTCPUA will conduct an investigation and report the results to the Customer.
- (f) If a Customer is undercharged, the WTCPUA may back bill the Customer for the amount that was under billed. The back billing shall not exceed twelve months unless such undercharge is a result of tampering, bypass, unauthorized use by the Customer, or any other violation by the Customer of the terms and conditions of this Schedule.
- (g) If a Customer receives wastewater service only from the WTCPUA, wastewater rates will be established and billed as set forth in the Appendices.

### Section 4.02. New Connection Fees and Terms and Conditions of Service

- (a) Applicant will provide all information requested by the WTCPUA to determine the system's ability to provide wastewater service to the Applicant's property and pay an application fee as outlined in Appendix C. A separate application fee for wastewater service is not required if one has been paid by the Applicant to establish water service at the same address. Upon determination of wastewater service availability, the WTCPUA will provide to the Applicant the cost to the Applicant to connect to the system based on the fees described in the Appendices herein and provide the Applicant with the size, design and construction schedule of facilities needed to provide adequate wastewater service for the Applicant's wastewater demands. With the Applicant's acceptance of this cost, the Applicant will pay all applicable deposits and connection fees, enter into a Customer Service Agreement and, if necessary, a construction agreement and execute any required easement forms to authorize access and right of entry by the WTCPUA or its successors or designees to construct and maintain the connection of service. In hardship circumstances and in limited cases, the Board of Directors, at its discretion, may waive applicable deposits or connection fees other than Impact Fees.
- (b) Deposits
 

A separate deposit for wastewater service is not required if one has been paid by the Applicant to establish water service at the same address. If a separate deposit has not been paid, a deposit will be collected and maintained as set forth in Section 3.03(b). If all bills are paid on a timely basis one year after service begins, upon application by the Customer, the WTCPUA shall refund in full such deposit to the Customer. The remainder of the deposit shall be held and refunded on termination of service as provided herein. If the Customer's account becomes delinquent more than two (2) times during any

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twelve (12) month period, the full security deposit may be required as a condition of continued service to the Customer

(c) **Tap Fees: Meter Installation for Standard Service**

(1) Tap Fees are set at the amount outlined in Appendix C and are non-refundable. The Customer must request that the tap be set within six (6) months from the date the service agreement is signed and completed or from the date when service is available, whichever is earlier.

(2) The Customer may request an extension of an additional six (6) months and submit a related non-refundable fee as outlined in Appendix C. If the Customer fails to request an extension and pay the applicable extension fee then the Customer, must reapply for service and, provide all applicable application and connection fees with the new application. The foregoing sentence shall not apply in the event of prepayment of Impact Fees at the time of, or following, platting by a water district created under Article XVI, Section 59, of the Texas Constitution, which district issues bonds subject to the approval by the TCEQ.

(d) The Customer will install and maintain any necessary service lines from the WTCPUA's Point of Collection to the Point of Use at its own expense and in accordance with the Prohibited Plumbing Practices as stated in Section 2.02 above. The Customer will install and maintain at its own expense any backflow prevention devices, clean-outs, and other equipment as may be required by the WTCPUA.

(e) The Impact Fees are set forth in the Appendices of this Schedule and are non-refundable. Impact Fees are associated with the property served by the meter(s). Subsequent owners of the property shall not be responsible for the payment of Impact Fees unless the owner of the property increases the number of service units (LUEs) served by the meter. If a Customer increases the number of service units on the property, then the Customer must pay for the additional LUEs at the currently assessed Impact Fees, in accordance with this Schedule. Those fees to be paid per number of LUEs will be calculated according to the number of LUEs established pursuant to Section 3.0 above.

(f) **Non-Standard Residential and Non-Residential Connections** An Applicant for service at a new location where service lines or the WTCPUA facilities must be extended to provide service must pay, in addition to the other fees in this Schedule and the Appendices, all costs to extend the WTCPUA line or facilities to the service location.

(g) An Applicant requesting one or more new connection(s) for water service shall pay the PUA the "Assessed Wastewater Impact Fee" at the time that the application is filed with the PUA. The "Assessed Wastewater Impact Fee" shall be either the Effective Wastewater Impact Fee or the Historical Wastewater Impact Fee, defined and listed in Appendix C, according to the following:

(1) Connection to Land That Is Platted and That Requires a Building Permit for Development. For land within the PUA's Wastewater Service Area that must be platted and that must have a building permit from a political subdivision, the Assessed Wastewater Impact Fee shall be the Effective Wastewater Impact Fee amount, if the time of recordation of the subdivision plat is on or after November 1, 2012 and the building permit is issued on or after November 1, 2013; but, if the time of recordation of the subdivision plat is before November 1, 2012 or if the building permit is issued prior to November 1, 2013, then the Assessed Wastewater Impact Fee shall be the Historical Wastewater Impact Fee

(2) Connection to Land That Is Platted but Does Not Require a Building Permit for Development. For land within the PUA's Wastewater Service Area that must be platted but does not require a building permit for development, the Assessed Wastewater Impact Fee shall be the Effective Wastewater Impact Fee if the time of recordation of the subdivision plat is on or after November 1, 2012, but if the time of recordation of the subdivision plat is prior to November 1, 2012, then the Assessed Wastewater Impact Fee shall be the Historical Wastewater Impact Fee

(3) Connection to Land That Is Developed Without Platting or a Building Permit. For land within the PUA's Wastewater Service Area on which new development occurs or is proposed to occur without platting or a building permit, the Assessed Wastewater Impact Fee shall be the Effective Wastewater Impact Fee if the application is filed on or after November 1, 2012; but if the application

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was filed prior to November 1, 2012, then the Assessed Wastewater Impact Fee shall be Historical Wastewater Impact Fee

(4) Replats, Plat Amendments, and Amending Plats In the event that the plat for land that is the subject of an application for a wastewater connection is replatted or amended in any manner, the Assessed Wastewater Impact Fee initially determined under subsections (1) or (2) above shall remain the same with respect to the number of service connections contemplated in the original plat. If the replat or amendments to the plat result in a greater number of service connections than the original plat, then the Assessed Wastewater Impact Fee for such additional connections shall be determined in accordance with subsections (i) or (ii) above, as applicable, using the date of the updated building permit or date of recording of the updated plat, respectively

(h) An Applicant shall submit a legible copy of the approved, recorded final plat for the Application property for which wastewater service is being requested, where required under subsection (h), above. Such final plat shall clearly indicate the plat's approval date, the date that the plat is recorded in the county or counties where such land is located, and the plat's document number in the real property records of that county or counties. An Applicant shall also submit a legible copy the building permit issued by the regulating political subdivision, where required under subsection (g), above.

#### Section 4.03. Wastewater Capacity Reservation Fee

A Wastewater Capacity Reservation Fee may be charged to any WICPUA Customer reserving a specific amount of wastewater capacity through a contract with the Agency. This Reservation Fee will recover the actual costs associated with reserving wastewater system capacity. The PUA's annual Wastewater Capacity Reservation Fee are charged annually on each reserved I U/I and in the amount established in Appendix C. The Wastewater Capacity Reservation Fee is a fee that is separate from the wastewater impact fee assessed and collected under this Schedule.

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## SECTION 5.0 - MISCELLANEOUS FEES AND CHARGES APPLICABLE TO BOTH WATER AND WASTEWATER SERVICES

### Section 5.01 Regulatory Assessments

The WTCPUA shall collect from each Customer in the monthly bills a fee for regulatory assessments equal to the FCEQ regulatory charge to the WTCPUA for retail water and wastewater service.

### Section 5.02 Late Processing Fee

The WTCPUA shall charge a late payment fee as identified in Appendix C.

### Section 5.03 Returned Instrument Fee

In the event a check, draft, credit card or any other similar instrument is given by a person, firm, corporation, or partnership to the WTCPUA for payment of services provided for in this Schedule, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the treated water service account for which the instrument was issued shall be assessed a returned instrument fee as outlined in Appendix C.

### Section 5.04 Meter Test and Re-read Fee

(a) Meter Test: The WTCPUA will, upon request by a Customer, make, without charge, one test of the accuracy of the Customer's meter. If, within a period of two years, the Customer requests a new test, the WTCPUA will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the WTCPUA will charge the Customer a fee in accordance with the Appendix C. Following the completion of any requested test, the WTCPUA will advise the Customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test. If the Customer's meter is found to be inaccurate, the WTCPUA will adjust the Customer's bill for the previous six months to reflect any estimated under or over-charges.

(b) Meter Re-Read: If requested by a customer, the PUA will re-read a customer's meter. If the meter reading is found to be inaccurate, the customer will not be charged, appropriate corrections to the Customer's bill will be made. However, if the meter read is found to be accurate and no adjustments to the Customer's bill is required, the customer will be charged a meter re-read fee in the amount outlined on Appendix C.

### Section 5.05 Subtractive Meter Reading Fee

The Customers with Subtractive Meters installed prior to November 1, 2003 shall be charged in accordance with Appendix C.

### Section 5.06 Equipment Damage Fee

If the WTCPUA's facilities or equipment have been damaged due to tampering, negligence or unauthorized use of the WTCPUA's equipment, right-of-way, or meter shut-off valve, or due to other acts for which the WTCPUA incurs losses or damages, the Customer shall be liable for a fee as outlined in Appendix C, or the actual costs for all labor, material, and equipment necessary for repair, replacement, or other corrective actions by the WTCPUA, whichever is greater. This fee shall be charged and paid before service is re-established.

### Section 5.07 Reconnect Fees

The WTCPUA will charge a reconnect fee to restore service previously disconnected where water service is discontinued due to non-payment of a bill or failure to meet wastewater quality standards or a disconnection due to reasons stated in Section 2.04. The reconnect fee identified in Appendix C plus any past due balances owed for water service at the time of disconnection and, if applicable, and any equipment damages fees must be paid in full prior to the reconnection of services; and the Customer must correct any conditions that led to discontinuance. If a Customer requests a reconnection of services after normal business hours of 7:30 a.m. to 4:00 p.m., CST, the customer must pay the after-hours reconnection fee identified in Appendix C.

### Section 5.08 Transfer Fee

If a Customer requests to transfer an account from one service location to another existing service location within the same rate district and service area, then the Customer must provide the WTCPUA with a transfer fee as identified in Appendix C. If there is not an existing service tap at the new service location, the Customer will be responsible for all charges and fees for a new service application and connection.

### Section 5.09 Disconnection Fee

The disconnection fee will be charged to compensate the WTCPUA for the cost of disconnecting and sealing the existing line taps to Standard Connections whenever the Customer requests and is identified in Appendix C. The fee associated with disconnection of Non-Standard Connections (e.g., meters larger than 3/4") will be determined on a case by case basis.

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#### Section 5.10 After Hours and Same Day Service

For any service call at the request of the Customer for which same day service is requested a same-day service fee would be charged in accordance with the fee outlined in Appendix C.

For any service call at the request of the Customer for which service is requested after the hours of 7:30 a.m. and 4:00 p.m., an after-hours fee would be charged in accordance with the fee outlined in Appendix C.

#### Section 5.11 Water Conservation and Drought Contingency Surcharges

Any person who violates the WTCPUA's Water Utilities Conservation and Drought Contingency Plan shall be subject to the following surcharges and conditions on service:

(a) following the first documented violation, the violator shall be given a notice of violation specifying the type of violation and the date and time the violation was observed, and the surcharges and restrictions on service that may result from additional violations;

(b) following the second documented violation, the violator shall be sent a notice of violation via certified mail, and shall be assessed a surcharge in the amount identified in Appendix C;

(c) following the third documented violation, the violator shall be sent a notice of violation via certified mail and shall be assessed a surcharge in the amount identified in Appendix C;

(d) following the fourth documented violation, the General Manager shall, upon due notice to the Customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as outlined in Appendix C, and any other costs incurred by the WTCPUA water utility system in discontinuing service, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit identified in Appendix C must be given to the General Manager that the same action shall not be repeated while the Plan is in effect. The deposit, if any, shall be returned to the Customer at the time of the Customer's voluntary disconnection from the utility system.

Compliance with the WTCPUA's Water Utilities Conservation and Drought Contingency Plan may also be sought through injunctive relief in the district court.

#### Section 5.12 Testing of Wastewater for Quality Standards

At the WTCPUA's discretion or at the Customer's request, the WTCPUA will conduct wastewater quality standards testing. The WTCPUA will notify the Customer in advance and provide the Customer with an estimate of the cost of testing. If the customer is found to be in violation of the WTCPUA's wastewater quality standards as outlined in this Schedule, the customer shall pay fees for wastewater testing as outlined in Appendix C.

#### Section 5.13 Project Administration, Review, and Inspection Fee

(a) Fee for every case where a Non-Standard Residential Connection or Non-residential Connection requires the WTCPUA inspection of any construction of water or wastewater facilities to be conveyed to the WTCPUA with an estimated construction cost of \$4,000.00 or less as provided by the Applicant's engineer and approved by the WTCPUA, the minimum total fee shall be paid as outlined in Appendix C.

(b) Fee based upon percentage of cost of water and/or wastewater facility construction costs. In every case where a Non-Standard Residential Connection or Non-residential Connection requires the WTCPUA inspection of the construction of water or wastewater facilities, either singularly or in any combination, the WTCPUA shall assess a fee based on the engineer's construction estimate provided by the Applicant and approved by the WTCPUA of the water and/or wastewater improvements to be conveyed to the WTCPUA in accordance with the outlined in Appendix C. The fees are due prior to the WTCPUA's approval of the plans for construction. All fees are non-refundable.

(c) Applicant is required to provide notice to the WTCPUA at least two weeks prior to beginning construction.

#### Section 5.14 Engineering Review Fee

Fee for reviewing any plans, including but not limited to, the following: utility lines, grease traps, fire protection systems, or for modeling the distribution system for capacity availability in the water and/or wastewater lines for Non-Standard Residential Connections and Non-residential Connection. This fee is based upon the WTCPUA completing the model and determining the impacts to the system. This fee is non-refundable. Engineering review fees are outlined in Appendix C.

#### Section 5.15 Legal Review Deposit

Fee for reviewing any legal documents relating to service requests, including the negotiation and review of any

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proposals, agreements or other legal documents. Legal Review Deposits are outlined in Appendix C.

Section 5.16. Service Availability Review Fee

Fees for Standard and Non-Standard Residential Connections and Non-residential Connections involving a review of distribution system capacity and location and the provision of a "Service Availability" letter. Service Availability Review Fees are outlined in Appendix C.

Section 5.17. Environmental Compliance Review Fees

Fee for reviewing plans for compliance with the HPR 290 MOU or OLM "Environmental Compliance Review Fees" outlined in Appendix C.

Section 5.18. Clearing Fee

The Customers that fail to trim or remove landscaping around the meter will be charged a fee as outlined in Appendix C, if a WTCPUA employee, or its contractor, is required to clear the area in order to get access to the meter.

Section 5.19. Other Fees

Any services outside the scope of ordinary service or operations when requested by the Customer shall be charged based upon the actual cost to provide the service.

Section 5.20. Electronic Payment Fees

The WTCPUA offers electronic bill payment options for payment of monthly bills through the WTCPUA's authorized contract vendors. Fees associated with such payments would be charged to the Customer as charged by the contract vendor.

Section 5.21. Drought Surcharge

In order to offset the impact of lost revenues resulting from extended periods of implementing water conservation/drought contingency measures and/or due to implementation of LCRA raw water supply curtailments, the Board of Directors may assess a Drought Surcharge in the amount shown in Appendix C. Drought Surcharges may:

- (1) Commence in the 6<sup>th</sup> month of continued Stage 2 - Moderate Water Shortage Conditions or higher Drought Emergency Stage; and/or
- (2) Commence in the 2<sup>nd</sup> month of continued Stage 3 - Severe Water Shortage Conditions or higher Drought Stage; and/or
- (3) Commence in the 1<sup>st</sup> month of continued Stage 4 - Emergency Water Conditions.

Drought Surcharges will cease, when in the opinion of the Board of Directors, the WTCPUA's lost revenue deficit has been mitigated due to the assessment and implementation of Drought Surcharges.

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## SECTION 6.0 - DEFINITIONS

The following terms and expressions as used in this Schedule shall have the following meanings, unless the context clearly shows otherwise.

- "Abandoned sewer tap" means a sewer tap that has been disconnected from the Service Line.
- "Apartment house" means one or more buildings containing five or more dwelling units which are occupied primarily for non-transient use, including a residential condominium whether rented or owner occupied, and having rental paid, if a dwelling unit is rented, at intervals of one month or longer.
- "Applicant" means any individual or entity requesting water and/or wastewater service from the WTCPUA.
- "Authorized billing and collection agent" means any treated water service provider or any other person or entity with whom the WTCPUA contracts to provide billing and/or collection services to the Customers served under this Schedule.
- "BOD" (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees Centigrade, expressed in terms of weight and concentration (pounds per day (lbs-day) and/or milligrams per liter (mg/l), respectively).
- "Building (house) Drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, wastes and other drainage pipes within the walls of the building beginning two (2) feet outside the inner face of the building wall or foundation.
- "Building Sewer" (also called house lateral or house connection) means the extension from the building drain to the public sewer or other place of disposal.
- "Commercial Customer" means any Customer that is not receiving service for a single-family residence or dwelling and is not included as a Multi-Unit Residential Dwelling.
- "Commercial Facilities" means any facility or structure characterized or used for any business or income-producing purpose.
- "Construction Service through a Hydrant Meter" is the provision of water services from a hydrant, which does not serve a Permanent Dwelling. Construction Service through a Hydrant Meter is available for only four (4) months, with one (1) four-month extension.
- "Construction Service through a Permanent Meter" is the provision of water services from a service point that requires a tap to serve a Permanent Dwelling. Construction Service through a Permanent Meter is available for only six (6) months, with one six-month extension.
- "Customer" means any person or entity receiving water or wastewater services from the WTCPUA's System.
- "Developer" means a person who or an entity which: (a) subdivides a single, legal tract of property into multiple tracts; or (b) requests more than two meters or taps for treated water and/or wastewater service to a single, legal tract of property.
- "Developer Property" means any land owned and/or developed by a Developer.
- "Distribution Main" means a water transmission and distribution facility designed to transport water within a pressure zone between the Transmission Mains and Service Lines.
- "Dwelling" means a home, house, mobile home, manufactured home, or one or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities.
- "Existing Development" as defined in the Memorandum of Understanding ("MOU") pertaining to the Dripping Springs District, means (a) any area served or to be served by the Water Pipeline pursuant to an agreement with the WTCPUA executed on or prior to the effective date of the MOU, (b) any house, commercial business, building, or other structure or improvement that exists or the construction of which has commenced on or prior to the effective date of the MOU; or (c) any platted lot or approved residential development containing platted lots that has readily available electric utility service and direct access to an existing street or road on or prior to the effective date of the MOU.
- "Existing Grinder Pump" means a Grinder Pump installed prior to May 1, 2002, or prior to the WTCPUA's acquisition of a wastewater collection system.
- "Garbage" means solid wastes from the preparation, cooking, and dispensing of food, and from handling, storage, and sale of produce.
- "Grease" means fats, waxes, oils, and other similar nonvolatile materials in wastewater, which are extracted by Hexon from an acidified sample using the Partition-Gravimetric method.
- "Grinder Pump" or "Grinder Pump System" means any component of a pressure sewer system.

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"Infiltration Water" means water that has migrated from the ground into the System prior to the time that it reaches a Point of Use.

"Irrigation Meter" means a separate meter for water that will not be discharged into the WTCPUA's wastewater facilities.

"Large Use Customer" means a Customer that produces more than 15,000 gallons per day of wastewater.

"LUL" means a living unit equivalent.

"Manufactured Home Rental Community" means a property on which spaces are rented for the occupancy of manufactured homes for non-transient residential use and for which rental is paid at intervals of one month or longer. Such property will be charged under the multi-unit residential class monthly rates.

"Master Meter" means a meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units.

"Multiple Use Facility" means a commercial or industrial park, office complex or marina with five or more units that are occupied primarily for non-transient use and are rented at intervals of one month or longer.

"Multi-Unit Residential Dwelling" means one or more rooms in an apartment house or condominium, suitable for occupancy as a residence.

"Multi-Unit Residential Facility" means a building or buildings containing five or more dwelling units which are occupied primarily for non-transient use, including a residential condominium whether rented or owner occupied.

"Multi-Unit Residential Service" means the provision of water or wastewater services through a single connection to a building or buildings containing five or more dwelling units which are occupied primarily for non-transient use, including a residential condominium whether rented or owner occupied.

"New Construction" means the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure.

"New Development" as defined in the MOU pertaining to the Dripping Springs District, means a) any area, not existing development, served by the Water Pipeline pursuant to an agreement with the WTCPUA executed after the effective date of the MOU; b) any house, commercial business, building or other structure or improvement, not qualifying as an Existing Development, that comes into existence or the construction of which commences after the effective date of the MOU, or c) any platted lot or approved development not qualifying as an Existing Development.

"Non-Residential Customer/Connection" means any Customer that is not receiving service for a single-family residence or dwelling and is not included as a Multi-Unit Residential Facility.

"Non-Standard Connection" for water service means a connection for which service is provided through a meter larger than a 3/4" meter. "Non-Standard Connection" for wastewater service means a connection for which wastewater service is provided to a Customer also served by a meter larger than a 3/4" water meter.

"Non-Standard Residential Connection" means, for water or wastewater service, a connection at a new residence where the service location is beyond an existing WTCPUA water Distribution Main or Wastewater Collection Line or a connection that requires boring or extraordinary measures or if the meter required is larger than a 3/4" meter.

"Non-Standard Service" means service that is not currently on, or is not intended to be on, an existing pipeline and where pipeline or service facilities extensions will be required, and/or special design and/or engineering considerations are necessary to provide service.

"Non-Standard Service Agreement" means an agreement between the Customer and the WTCPUA providing the terms for Non-Standard Service to the Customer.

"Permanent Dwelling" means a home, house, mobile home, manufactured home, or any unit in a Multi-unit Residential Facility that is connected to utilities and includes electrical, plumbing, heating, and air conditioning systems.

"PH" means the common logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

"Point of Collection" means the point at which the wastewater Service Line crosses the Customer's property line.

"Point of Use" means the primary location where water is used or sewage is generated, for example, a residence, or commercial or industrial facility.



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"Properly Shredded Garbage" means garbage that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers with no particle greater than one-half inch (1 2") (1.27 cm) in any dimension.

"Residential Customer" means a Customer that desires or receives service for or to a single-family residence or dwelling.

"Service Line" means the WTCPUA Facilities extending from a water Distribution Main to a water meter at the property line for the purpose of providing water to a Customer, or a wastewater lateral extending from a wastewater collection main or manhole to the Point of Collection for the purpose of collecting wastewater from a Customer.

"Sewage or Wastewater" means sewage, industrial waste, municipal waste, recreational waste, and agricultural waste, as defined in Chapter 26, Texas Water Code, together with properly shredded garbage and such infiltration water that may be present.

"Sewage Treatment Plant or Wastewater Treatment Plant" means the facility devices and structures used for receiving and treating wastewater from the sanitary sewer system.

"Standard Connection" means, for water service, a connection for which service is provided through a 5/8" or 3/4" meter. "Standard Connection" means, for wastewater service, a connection for which wastewater service is provided to a Customer also served by a 5/8" or 3/4" water meter.

"Standard Methods" means the latest edition of Standard Methods for the Examination of Water and Wastewater, a joint publication of the Water Environment Federation, the American WaterWorks Association and the American Public Health Association.

"Standard Residential Connection" means, for water or wastewater service, a connection at a new residence with a 5/8" or 3/4" water meter and where the service location is within 100 feet of an existing WTCPUA Distribution Main or Wastewater Collection Line and does not require any boring or extraordinary measures to extend the WTCPUA's Facilities.

"State Waters" means "water" or "waters in the state" as defined in Chapter 26, Texas Water Code.

"Subsequent User Fee" means the fee required for the Customers connecting to the facilities identified on Appendix C.

"Subtractive Meter" means an irrigation meter located downstream of a potable water meter.

"Suspended Solids" means solids that either float on the surface or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering, expressed in milligrams per liter.

"System" means the WTCPUA Regional System, comprised of water production, treatment, and storage facilities; water transmission and distribution facilities; wastewater lift stations, force mains, outfall lines, collection pipes, mains, valves, pumps and treatment facilities; and reclaimed water storage and transmission facilities, and including the Water and Wastewater Service areas depicted in the Appendices attached hereto.

"Transmission Main" means a water transmission and distribution facility designed to transport water between pressure zones, from a well field or intake structure to particular points in the distribution system within the same pressure zone, or mains between pumps and reservoirs between the same pressure zone.

"Treated Water" means water treated for human consumption in accordance with standards set by the Texas Commission on Environmental Quality.

"Treated Water Service Provider" means any water service provider, utility or entity providing the Customer with Treated Water Service.

"Wastewater Collection Line" means the WTCPUA Facilities transporting sewage collected from the Service Line to the Wastewater Interceptor.

"Wastewater Interceptor" means the WTCPUA Facilities transporting sewage from the Wastewater Collection Lines to the Sewage Treatment Plant.

"Wastewater Service Area" means the area for wastewater service described and/or depicted in the Appendices attached hereto.

"Water Pipeline" means the treated water transmission line along Highway 290 that will serve the Customers in western Travis and northern Hays counties to the extent such service is the recharge and contributing zones of the Barton Springs segment of the Edwards Aquifer.

"Water Service Area" means the area for water service described and/or depicted in the Appendices attached hereto.

"West Travis County Public Utility Agency" ("WTCPUA") means the political subdivision owning and

ATTACHMENT A

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operating the system, or its designated contractor

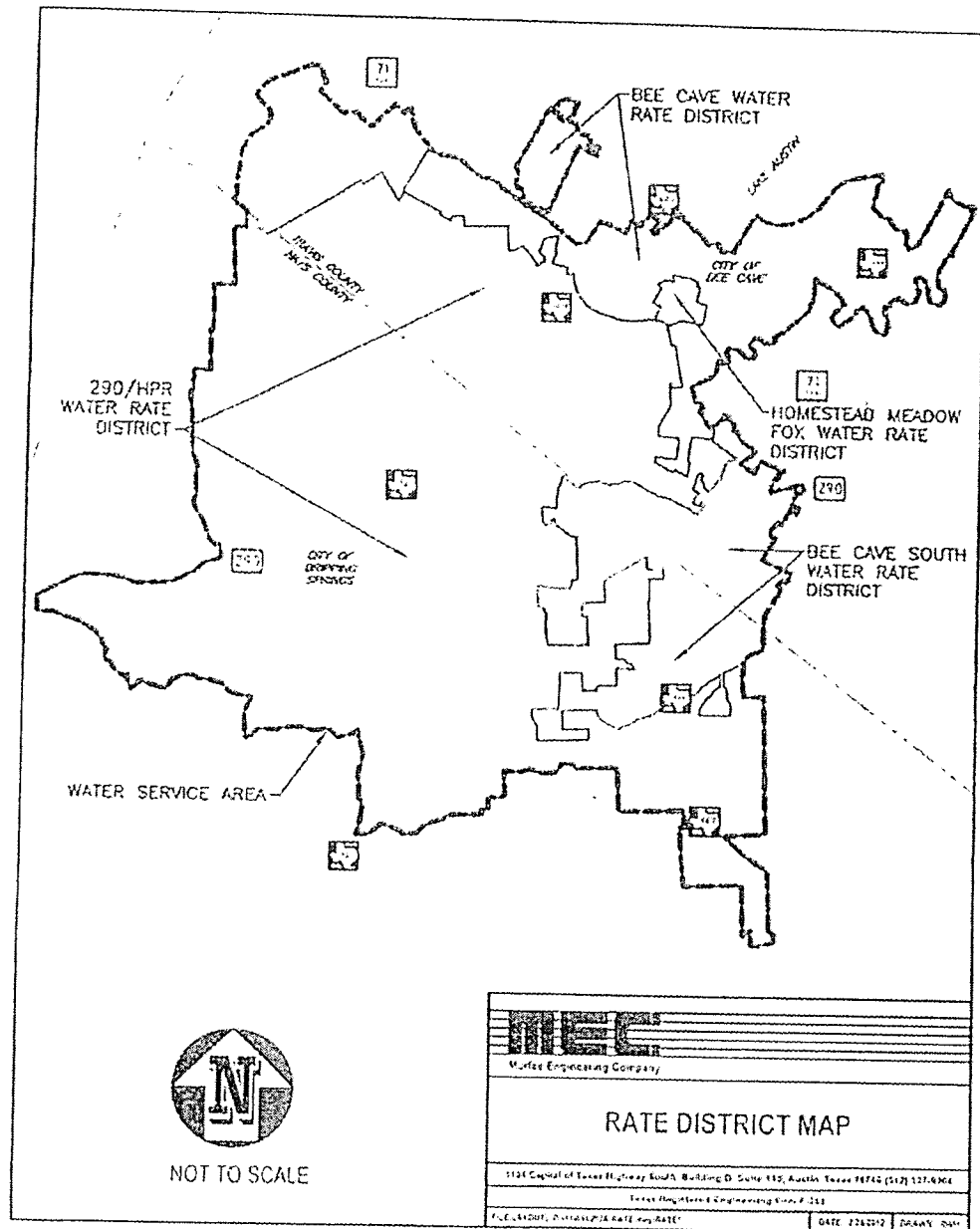
"WTPCWA's Facility" ("Facilities") means the System beginning one foot from the meter or the Point of Collection on the Customer's side of the meter or connection with a wastewater Service Line

ATTACHMENT A

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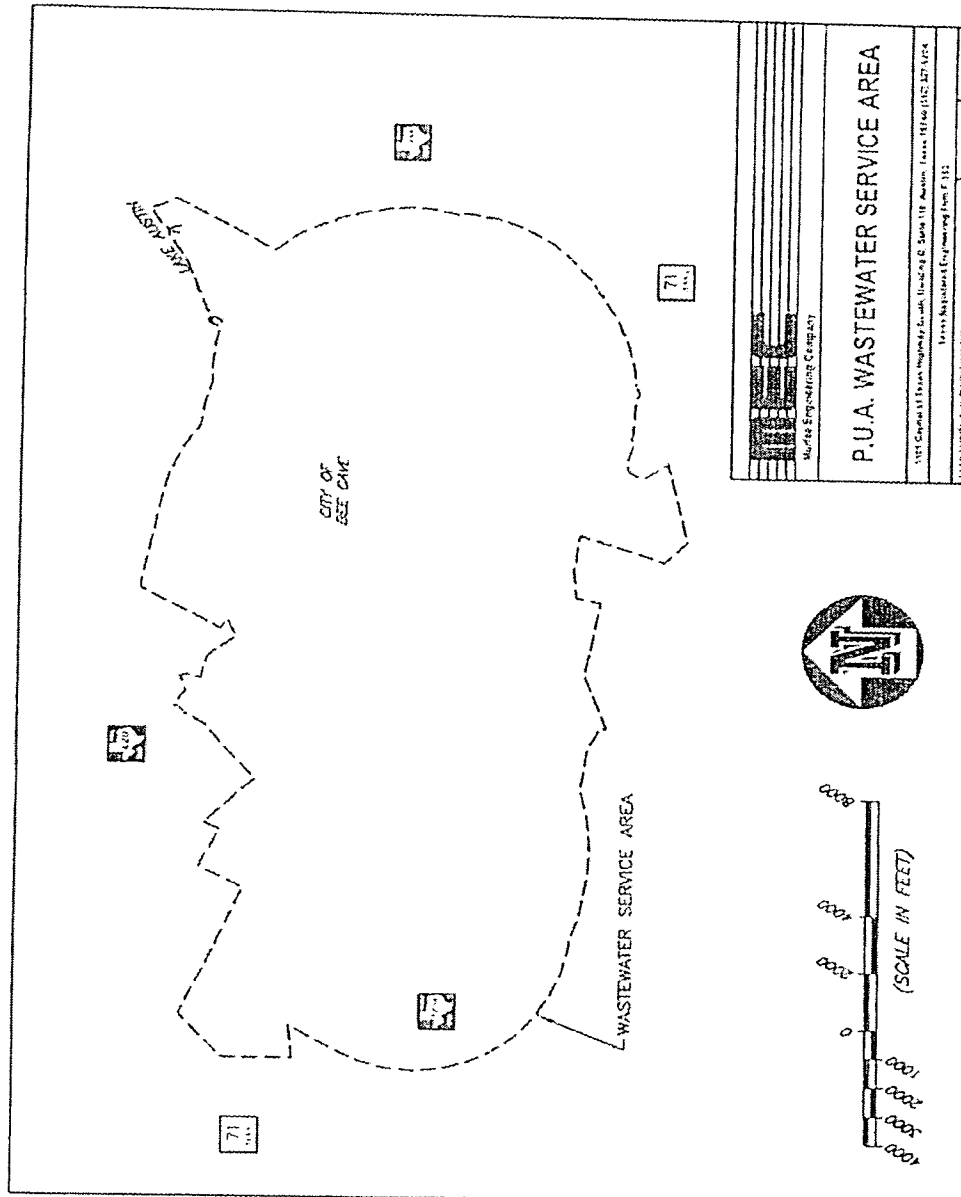
APPENDIX A  
Water Service Areas

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APPENDIX B  
Wastewater Service Areas



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APPENDIX C  
Rates, Fees and Charges by Rate District

1860038 25

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### APPENDIX C

#### West Travis County Public Utility Agency Water Impact Fees and Rates by Rate District

(a) Water Impact Fee (per LUF):

Effective Water Impact Fee (Effective as of November 1, 2012*):				
	Highway 71 Water System Service Area	Highway 290 Water System Service Area		
Fee per LUF	\$ 5,992	\$ 8,809		
Historical Water Impact Fee				
	Bee Cave District	Bee Cave South District	Homestead/ Meadow Fox District	290/HPR District
Fee per LUF	\$ 4,120	\$ 5,180	\$ 4,120	\$ 5,180

The impact fee listed above is per LUF, in accordance with the provisions of Section 3.0.

\* See Tariff Section 3.03(h) for instances where the Historical Water Impact Fee is still applicable.

(b) Minimum Monthly Charge:

(1) Residential (Excluding Multi-Unit Residential).

Meter Size	System-Wide
5/8"	\$ 31.39
3/4"	\$ 49.59
1"	\$ 86.37
1 1/2"	\$ 148.49
2"	\$ 245.71
3"	\$ 325.11
4"	\$ 479.94
6"	\$ 1,582.50
8"	\$ 2,532.00
12"	\$ 3,639.75



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Gallons		System-Wide	
0-10,000	\$	3.80	
10,001-20,000	\$	5.00	
20,001-35,000	\$	7.00	
35,001-50,000	\$	10.20	
50,001-80,000	\$	11.75	
80,001 and above	\$	13.75	

(d) Volumetric Charge (per thousand gallons used):  
(1) Residential (Excluding Multi-Unit Residential):

(c) Capital Charges:  
In addition to the above listed Minimum Monthly Charge, customers within the Homestead Meadow Fox District will pay a Capital Charge equal to \$27.31 per month. This charge shall be in effect through December 31, 2036.

Meter Size		System-Wide	
5/8"	\$	32.57	
3/4"	\$	53.90	
1"	\$	96.99	
1 1/2"	\$	169.80	
2"	\$	294.28	
3"	\$	376.78	
4"	\$	558.23	
6"	\$	1,582.50	
8"	\$	2,532.00	
12"	\$	3,639.75	

(2) Non-Residential (including commercial, irrigation, fire hydrant, multi-unit, multi-family, etc.):

### West Travis County Public Utility Agency Water Impact Fees and Rates

#### APPENDIX C

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#### West Travis County Public Utility Agency Water Impact Fees and Rates

(2) Non-residential with 5/8" and 3/4" Meters (excluding Multiple Use Facilities).

Gallons	System-Wide
0-10,000	\$ 3.80
10,001-20,000	\$ 5.00
20,001-35,000	\$ 7.00
35,001-50,000	\$ 10.20
50,001-80,000	\$ 11.75
80,001 and above	\$ 13.75

(3) Non-Residential with 1" and Greater Meters (Excluding Multiple Use Facilities):

Meter Size	Gallons	System-Wide
1"	0-55,000	\$ 4.25
1"	55,001 and above	\$ 8.10
1 1/2"	0-75,000	\$ 4.25
1 1/2"	75,001 and above	\$ 8.10
2", 3", and 4"	0-100,000	\$ 4.25
2", 3", and 4"	100,001 and above	\$ 8.10

(4) Multi-unit Residential and Multiple Use Facilities:

Gallons	System-Wide
1 and above	\$ 7.50

(5) Irrigation:

Gallons	System-Wide
0-10,000	\$ 3.80
10,001-20,000	\$ 5.00
20,001-35,000	\$ 7.00
35,001-50,000	\$ 10.20
50,001-80,000	\$ 11.75
80,001 and above	\$ 13.75

(6) Fire Hydrant Meter:

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05-02-13, 08-08-13, 08-22-13,  
01-01-14, and 01-09-14

### APPENDIX C

#### West Travis County Public Utility Agency Water Impact Fees and Rates

Gallons	System-Wide
0-10,000	\$ 3.80
10,001-20,000	\$ 5.00
20,001-35,000	\$ 7.00
35,001-50,000	\$ 10.20
50,001-80,000	\$ 11.75
80,001 and above	\$ 13.75

#### (e) Remittance Fees:

(1) City of Bee Cave: Upon the adoption of a resolution by the City of Bee Cave City Council, each customer within the corporate limits of the City of Bee Cave (as depicted in Appendix A) shall be charged a sum equivalent of up to five percent (5%) of the charges in Subsection (b) (1)-(5) above and any amounts collected under the Water Conservation and Drought Contingency Surcharges. WTCPUA shall remit amounts collected under this Subsection (c) (1) to the City of Bee Cave on a quarterly basis.

(2) Hays County: In accordance with the agreement between PUA and Hays County for use of county rights-of-ways, each Customer to who PUA provides retail water service in the Bee Cave South District (as depicted in Appendix A) shall be charged a sum equivalent to six percent (6%) of the charges in Subsections (b) and (c) above, as applicable.

#### (e) Subsequent User Fees (in addition to impact fees):

- (1) South Madrone Trail Water: \$15,500 Per LUE.
- (2) Tanglewood West Water: \$5,250 Per LUE.

#### (f) Pro Rata Fee (in addition to impact fees, per LUE):

Fee	Bee Cave District	Bee Cave South District	Homestead/Meadow Fox District	290/HPR District
per LUE	N/A	N/A	\$ 6,500.00	N/A

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05-02-13, 08-08-13, 03-22-13,  
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APPENDIX C

West Travis County Public Utility Agency  
Wastewater Impact Fees and Rates by Rate District

## (a) Wastewater Impact Fee (per LUE):

Effective Wastewater Impact Fee (Effective as of November 1, 2012\*):

System-wide		
Fee per LUE	\$	11,500

Historical Wastewater Impact Fee:

System-wide		
Fee per LUE	\$	5,250

The impact fee listed above is per LUE, calculated in accordance with the provisions of Section 3.0.

\* See Tariff Section 4.02(g) for instances where the Historical Wastewater Impact Fee is still applicable

## (b) Minimum Monthly Charge:

## (1) Residential (Excluding Multi-Unit Residential):

Bee Cave District		
Monthly Fee	\$	40.00

## (2) Non-residential (excluding Multiple Use Facilities) (Per LUE):

Meter Size	Bee Cave District	
Monthly Fee	\$	65.00

## (3) Multi-Unit Residential and Multiple Use Facilities (Per LUE):

Meter Size	Bee Cave District	
Monthly Fee	\$	60.00

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05-02-13, 08-08-13, 08-22-13,  
01-01-14, and 01-09-14

### APPENDIX C

#### West Travis County Public Utility Agency Wastewater Impact Fees and Rates by Rate District

(c) Volumetric Charge (per thousand gallons used):

(1) Residential (Excluding Multi-Unit Residential):

Gallons		Bee Cave District	
1 and above	\$		4.87

(2) Non-residential (excluding Multiple Use Facilities):

Gallons		Bee Cave District	
1 and above	\$		6.25

(3) Multi-Unit Residential and Multiple Use Facilities:

Gallons		Bee Cave District	
1 and above	\$		6.25

WTCPUA will calculate residential wastewater flow for each customer based on the calculated average of monthly potable water metered and billed to the Customer during the previous December, January and February. If a residential Customer does not have an acceptable history of water usage during the preceding December, January and February, the Customer's monthly wastewater bill shall be calculated upon: (1) the Customer's current monthly water usage; or (2) on the basis of 10,000 gallons water usage per month, whichever is less.

WTCPUA will calculate commercial wastewater flow for each Non-residential, Multi-Unit Residential and Multiple Use Facility based on actual potable water consumption.

(d) Remittance Fees:

(1) City of Bee Cave: Upon the adoption of a resolution by the City of Bee Cave City Council, each customer within the corporate limits of the City of Bee Cave (as depicted in Appendix A) shall be charged a sum equivalent of up to five percent (5%) of the charges in Subsection (b) (1)-(5) above and any amounts collected under the Water Conservation and Drought Contingency Surcharges. WTCPUA shall remit amounts collected under this Subsection (c) (1) to the City of Bee Cave on a quarterly basis.

(e) Grinder Pump Surcharge (per Month):

(1) \$25.00 per month applicable to a Customer who has not executed a Grinder Pump Service Agreement by which the Customer assumes the responsibility for maintenance of the Grinder Pump.

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West Travis County Public Utility Agency  
Wastewater Impact Fees and Rates by Rate District

(f) Wastewater Strength Surcharge:

(1) Customer shall pay a surcharge calculated from the formula provided in the Schedule for discharges into the WTCPUA's System that exceed the Requisite Levels as provided in that Section. The unit charge for BOD (factor A) shall be set at \$0.49 per pound, and the unit charge for TSS (factor B) shall be \$0.1049 per pound.

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01-01-14, and 01-09-14

### APPENDIX C

#### West Travis County Public Utility Agency Miscellaneous Fees and Charges

**(a) Failure to Trim or Remove Landscaping as described in Section 2.07 - Right of Access**

Actual cost to the WTCPUA as invoiced by the WTCPUA's contractor.

**(b) Violation of Terms of Tariff as described in Section 2.14 - Penalties**

First Offense	\$1,000 or actual cost, whichever is greater
Second Offense	\$1,500 or actual cost, whichever is greater

**(c) Deposits as described in Section 3.01 and 3.03**

Fire Hydrant Meter	\$2,000.00
5/8" or 3/4" meter	\$100.00
1" meter	\$200.00
1-1/2" meter	\$375.00
2" meter	\$600.00
3" meter	\$1,200.00
4" meter	\$1,800.00
6" meter	\$2,400.00
8" meter	\$3,600.00
12" meter	\$8,000.00

**(d) Application Fee as described in Sections 3.03 and 4.02**

Non-Refundable Application Fee	\$50.00
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**(e) Tap Fees as described in Section 3.03 and 4.02**

Standard Connection, Short Tap*, per LUF	\$800.00 or actual cost, whichever is greater
Standard Connection, Long Tap**, per LUF:	\$800.00 plus actual extension costs, which could include a road bore
6-Month Extension Fee, per LUF	\$75.00
Meter Drop-in Fee, per LUF:	\$250.00 or actual cost, whichever is greater

\* "Short Tap" means the Customer's water meter is located on the same side of a roadway as the Agency's water transmission main, requiring a short water service line

\*\* "Long Tap" means the Customer's water meter is located on the opposite side of a roadway as the Agency's water transmission main, requiring a long water service line and a road cut or bore for service line installation

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#### West Travis County Public Utility Agency Miscellaneous Fees and Charges

(f) Late Fees as described in Section 5.02

10% of outstanding amount

(g) Returned Check Fee as described in Section 5.03      \$50.00

(h) Meter Testing Fees as described in Section 5.04

Meter Testing Fee	\$100.00	or actual cost, whichever is greater
Meter Re-read Fee	\$50.00	

(i) Subtractive Meter Reading Fee as described in Section 5.05 \$25.00

(j) Equipment Damage Fee as described in Section 5.06      \$50.00      or actual cost, whichever is greater

(k) Reconnection Fee as described in Section 5.07

Reconnection Fee, during regular hours	\$50.00
Reconnection Fee, after hours	\$150.00

(l) Transfer Fee as described in Section 5.08      \$30.00

(m) Disconnection Fee as described in Section 5.09      \$100.00      for 5/8" or 3/4" meters

(n) Same day service surcharge as described in Section 5.10      \$50.00

(o) After hour service surcharge as described in Section 5.10      \$150.00

(p) Drought Contingency or Conservation Plan violation fees as described in Section 5.11

Second Violation	\$200.00
Third Violation	\$700.00
Reconnection Charge after Fourth Violation	\$500.00
Additional Deposit following Fourth Violation	\$500.00

(q) Wastewater quality testing fee as described in Section 5.12      Actual cost for testing

(r) Project administration, review and inspection fees as described in Section 5.13

Engineer's Estimate of Total Cost of Construction Project	Percentage of Cost
\$0 - \$4,000.00	Minimum Fee \$300.00 or actual cost, whichever is greater
\$4,001 - \$200,000.00	7.00%
\$200,000.01 - \$250,000.00	6.75%
\$250,000.01 - \$300,000.00	6.50%
\$300,000.01 - \$350,000.00	6.25%



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### APPENDIX C

#### West Travis County Public Utility Agency Miscellaneous Fees and Charges

\$350,000.01 - \$400,000.00	6.00%	
\$400,000.01 - \$450,000.00	5.75%	
\$450,000.01 - \$550,000.00	5.50%	
\$550,000.01 - \$650,000.00	5.25%	
\$650,000.01 - \$750,000.00	5.00%	
\$750,000.01 - \$1,000,000.00	4.75%	
\$1,000,000.01 - \$1,250,000.00	4.50%	
\$1,250,000.01 - \$1,500,000.00	4.25%	
\$1,500,000.01 - \$2,000,000.00	4.00%	
\$2,000,000.01 - \$2,500,000.00	3.75%	
\$2,500,000.01 - \$3,000,000.00	3.50%	
\$3,000,000.01 - \$5,000,000.00	3.25%	
MORE THAN - \$5,000,000.01	3.00%	
(s) Engineering review fees as described in Section 5.14		
\$500.00	or actual cost, whichever is greater	
(t) Legal review deposit as described in Section 5.15		
\$5,000.00	or actual cost, whichever is greater	
(u) Service availability review fees as described in Section 5.16		
\$40.00	or actual cost, whichever is greater	
(v) Environmental compliance review fees as described in Section 5.17		
Actual cost to WTCPUA with initial deposit of \$1,500. Any unused funds to be reimbursed to applicant. Additional deposit may be required depending on time and scope of work.		
(w) Clearing fees as described in Section 5.18		
\$25.00	or actual cost, whichever is greater	
(x) Drought Surcharge as described in Section 5.21		
Stage 1 Drought Stage - Gallonage Charges Will Remain Unchanged.		
Stage 2 Drought Stage - All Gallonage Charges for Each Water Use Tier and for all Retail Rate Districts and Customer Classes, including Wholesale Customers, may increase up to 20.0 Percent over Posted Tariff Rates.		
Stage 3 Drought Stage - All Gallonage Charges for Each Water Use Tier and for all Retail Rate Districts and Customer Classes, including Wholesale Customers, may increase up to 35.0 Percent over Posted Tariff Rates.		
Stage 4 Drought Stage - All Gallonage Charges for Each Water Use Tier and for all Retail Rate Districts and Customer Classes, including Wholesale Customers, may increase up to 50.0 Percent over Posted Tariff Rates.		
(y) Annual Water Capacity Reservation Fee as described in Section 3.04		
SH 71 Water System	\$489.39	
U.S. Highway 290 Water System	\$569.12	
(z) Annual Wastewater Capacity Reservation Fee as described in Section 4.03		
	\$512.00	

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APPENDIX C

West Travis County Public Utility Agency  
Miscellaneous Fees and Charges

(aa) Raw Water/Treated Effluent (per thousand gallons used): \$4.11

## ATTACHMENT A

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### APPENDIX D Grinder Pumps

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#### APPENDIX D Grinder Pumps

- (a) The Customer shall install a pressure sewer system component, hereinafter referred to as a grinder pump system ("Grinder Pump System") in those circumstances where the elevation and/or slope of the Property in relation to the location of the WTCPUA's System requires the installation of a pressure sewer system in order to transport Customer's sewage to the WTCPUA's System.
- (b) The Customer shall be responsible for all costs associated with the initial purchase of the Grinder Pump System, and the initial installation and inspection of the Grinder Pump System.
- (c) Grinder Pumps for Residential Customers
- (1) Separate Agreement Required At the time a Customer pays all applicable wastewater connection fees and deposits to the WTCPUA, the Customer shall execute a Service Agreement, including the Grinder Pump Addendum to the Customer Service Agreement. No wastewater service shall be provided to a Customer until the required Grinder Pump System has been installed, inspected by the WTCPUA, the Agreement has been executed by the Customer and all applicable fees and deposits are paid by the Customer. In addition to the above-stated requirements, for land within the boundaries of the Wastewater Service Area where installation of a Grinder Pump System is used for multiple connections as an alternative to a wastewater lift station, the Applicant or the Customer requesting the installation of such a Grinder Pump System must obtain the approval of the WTCPUA and must enter into a separate agreement with the WTCPUA with terms acceptable to the WTCPUA prior to the installation of the Grinder Pump System.
  - (2) Design and Installation of Grinder Pump Systems The WTCPUA shall have the right to prior approval of the design of the Grinder Pump System, including materials, equipment, and location of the Grinder Pump System, prior to installation of the Grinder Pump System by the Customer. The Customer shall obtain from the WTCPUA's engineer the design requirements for the Grinder Pump System for the Property. The design requirements shall be determined by the WTCPUA's engineer and shall be in accordance with the rules of the TCEQ for alternative sewage collection systems, as those rules are amended by the TCEQ from time to time. Such design requirements shall specify, at minimum, the brand, design and specifications of the Grinder Pump System required by the WTCPUA, the generally preferred location(s) for installing the Grinder Pump System, and shall further require the installation and maintenance of a water faucet with a hose bib and vacuum breaker located within such distance of the Grinder Pump System so as to ensure the ready availability of fresh, potable water during necessary repairs and maintenance of the Grinder Pump System. In addition, the Customer shall install a check valve between the Grinder Pump System and the isolation valve. The final design provided by the Customer shall be submitted to the WTCPUA's representative at least fifteen (15) business days in advance of desired installation.
  - (3) Inspection of Installed Grinder Pump Systems Prior to Provision of Service The WTCPUA shall have the right to inspect and approve the installed Grinder Pump prior to initiation of service to the Property. The Customer shall give the WTCPUA at least five (5) business days' notice requesting an inspection. The Customer agrees to correct any deficiencies at the Customer's expense. The WTCPUA may charge an inspection fee as provided in the Appendices to this Schedule.
  - (4) The WTCPUA to Maintain and Repair Installed Grinder Pump System: Customer Surcharge.
    - a. Except as provided in Subsection (c)(5), the WTCPUA and the Customer agree that the Customer shall contract and hereby does contract with the WTCPUA or the WTCPUA's representative to maintain, repair, and replace the Grinder Pump System on behalf of the Customer.
    - b. Residential Customers shall pay to the WTCPUA a monthly surcharge as provided in

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the Appendices.

- c. Multi-Unit Residential Customers shall pay a surcharge as determined by the WTCPUA to recover the costs of operating, maintaining, and repairing the Grinder Pump.
- d. The Customers shall immediately notify the WTCPUA upon discovery of any alarm or possible malfunction of the Grinder Pump.
- e. The Customer will assign any available warranties for the Grinder Pump to the WTCPUA.

(5) Grinder Pump Systems Maintained by the Customer. A Customer may, in the alternative to Section (c)(4) above, maintain the Customer's Grinder Pump System. Any Customer maintaining a Grinder Pump System must agree that any repair and/or maintenance to the Grinder Pump System must be performed by a licensed plumber with a minimum ICEQ D Operator license, and such repairs, maintenance or replacement will be at the sole expense of the Customer. The Customers who maintain their own Grinder Pump Systems will be required to adhere to a maintenance schedule for Grinder Pump Systems and adhere to all the WTCPUA rules and regulations relating to Grinder Pump Systems. Any Customer who maintains a Grinder Pump System is not required to pay the Customer Surcharge related to the respective Grinder Pump System. An existing Customer may not maintain, repair or replace a Grinder Pump System, or cease paying the Customer Surcharge, until the Customer and the WTCPUA execute an agreement relating to the Grinder Pump System and/or Grinder Pump Addendum to the Customer Service Agreement in a form provided by the WTCPUA, authorizing the Customer to maintain and repair the Customer's Grinder Pump System. New Customers intending to maintain their own Grinder Pump System must execute a service agreement and Grinder Pump Addendum in the form provided by the WTCPUA prior to connection to the WTCPUA System.

(6) If the Customer tampers with the Grinder Pump System or puts any prohibited materials or substances in the Grinder Pump System then the Customer shall be responsible for all of the WTCPUA's costs of repair or replacement of the Grinder Pump System or any other components of the alternative wastewater system.

(7) As a condition to the WTCPUA's initiation or continuation of wastewater service to a Customer with an installed Grinder Pump System

- a. The Customer will provide the WTCPUA with a right of access to the Customer's property at any time in case of an emergency and at all other reasonable times in a non-emergency case for the purposes of making any improvements, maintenance, repairs, and replacement of any components of the Grinder Pump System, including any Service Lines from the pump to the wastewater collection system and the service isolation valve in order to protect the integrity of the System
- b. The Customer shall be responsible for supplying power to the Grinder Pump System and for all costs associated with supplying power associated with the operation of the Grinder Pump System.
- c. A WTCPUA-owned service isolation valve shall be provided upstream of any utility-owned, on-site component. When the on-site components are privately owned, a service isolation valve shall be located on the Service Line from the on-site components to the collection system, and as close as practical to the property line. The Customer agrees to and hereby grants to the WTCPUA an easement of access to the service isolation valve, such access to be granted at all times. The Customer agrees not to place any material on, cover, bury, pave over, locate permanent fixtures, or otherwise obstruct any clean out, valve, or the Service Line and the area located within one foot on either side of the Service Line
- d. The WTCPUA shall manage any residual materials that may be generated by use of the Grinder Pump, including collection, transportation, and disposal of the residual materials.

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- e. The WTCPUA and the Customer agree that the Grinder Pump System is the property of the Customer; however, once the Grinder Pump System is installed, it becomes an integral component of the WTCPUA's System and not as a part of the home plumbing for the Property as required by the Rules of the TCEQ.
  - f. The Customer acknowledges that additional terms and conditions stated in this Section apply and shall be satisfied prior to connection of service.
  - g. Any provision of this Section that is inconsistent with any other provision in this Appendix D shall control.
- (8) If the Grinder Pump System is disconnected at any point and service is reinstated to the Customer's property, then the WTCPUA shall have the right to inspect and approve the Grinder Pump System prior to initiation of service to the property. The Customer shall give the WTCPUA at least five (5) business days' notice requesting an inspection. The Customer agrees to correct any deficiencies at the Customer's expense. The WTCPUA may charge an inspection fee as provided in the Appendices to this Schedule. The WTCPUA's responsibility for repairs and replacement of any Grinder Pump System serviced by the WTCPUA will not begin until 30 days after service is reinstated to the Customer's property.
- (d) Non-Residential Customers with Grinder Pumps.
- (1) The Customers shall be responsible for all costs associated with the purchase of the Grinder Pump System, and the installation and inspection of the Grinder Pump System.
  - (2) Separate Agreement Required At the time a Customer pays all applicable wastewater connection fees and deposits to the WTCPUA, the Customer shall execute a Service Agreement, including the Grinder Pump Addendum to the Customer Service Agreement. No wastewater service shall be provided to a Customer until the required Grinder Pump System has been installed and the Agreement has been executed by the Customer. In addition to the above-stated requirements, for land within the boundaries of the Wastewater Service Area where installation of a Grinder Pump System is used for multiple connections as an alternative to a wastewater lift station, the Applicant or the Customer requesting the installation of such a Grinder Pump System must obtain the approval of the WTCPUA and must enter into a separate agreement with the WTCPUA with terms acceptable to the WTCPUA prior to the installation of the Grinder Pump System.
  - (3) Design and Installation of Grinder Pump Systems. The WTCPUA shall have the right to prior approval of the design of the Grinder Pump System, including materials, equipment, and location of the Grinder Pump System, prior to installation of the Grinder Pump by the Customer. The Customer shall obtain from the WTCPUA's engineer the design requirements for the Grinder Pump for the Property. The design requirements shall be determined by the WTCPUA's engineer and shall be in accordance with the rules of the TCEQ for alternative sewage collection systems, as those rules are amended by the TCEQ from time to time. Such design requirements shall specify, at minimum, the brand, design and specifications of the Grinder Pump System required by the WTCPUA, the generally preferred location(s) for installing the Grinder Pump System, and shall further require the installation of a water faucet with a hose bib and vacuum breaker located within such distance of the Grinder Pump System so as to ensure the ready availability of fresh, potable water during necessary repairs and maintenance of the Grinder Pump System. The final design provided by the Customer shall be submitted to the WTCPUA's representative at least fifteen (15) business days in advance of desired installation.
  - (4) Inspection of Installed Grinder Pump Systems Prior to Provision of Service The WTCPUA shall have the right to inspect and approve the installed Grinder Pump System prior to initiation of service to the Property. The Customer shall give the WTCPUA at least five (5) business days' notice requesting an inspection. The Customer agrees to correct any deficiencies at the Customer's expense. The WTCPUA may charge an inspection fee as provided in the Appendices to this Schedule.
  - (5) Non-Residential Customers shall be responsible for all costs associated with the

Adopted on 03-15-12,  
and Amended on 09-10-12,  
10-04-12, 11-01-12, 04-18-13,  
05-02-13, 08-08-13, 08-22-13,  
01-01-14, and 01-09-14

operation, maintenance, repairs, and replacement of the Grinder Pump System. If the Grinder Pump System fails or any discharge from the Grinder Pump System interferes with the hydraulics of the WTCPUA's System, compromises the integrity of the WTCPUA's Facilities, or potentially contaminates state waters, then the WTCPUA may require the Customer to replace the Grinder Pump System. All repairs to the Grinder Pump System must be performed by a licensed plumber with a minimum of a TCEQ D Operator license.

(6) The Customer agrees that the WTCPUA shall have the right to stop any discharges from the Grinder Pump System in order to prevent interference with the hydraulics of the WTCPUA's wastewater collection system, any compromise to the integrity of the WTCPUA's wastewater collection system, or contamination of state waters at the Customer's expense.

(7) Grinder Pump System Discharge Violation Fees. In addition to all fees and charges for wastewater service in this Schedule, a Customer whose Grinder Pump System must be repaired due to the Customer's violation of this Schedule (e.g., as a result of a discharge of wastewater in violation of Section 2.11 of this Schedule) shall be responsible for all costs associated with the violation that are incurred by the WTCPUA.

(8) Non-Residential Customers shall manage any residual materials that may be generated by use of the Grinder Pump System, including collection, transportation, and disposal of the residual materials.

(9) The Customer shall install a service isolation valve that shall be located on the service line from the on-site components to the collection system, and as close as practicable to the property line. The Customer agrees to and hereby grants to the WTCPUA an easement of access to the service isolation valve, such access to be granted at all times.

(e) The Customer acknowledges and agrees that failure of the Customer to pay all costs associated with the operation and maintenance of the Grinder Pump System as set forth in this Schedule or the WTCPUA Policies, or the failure of the Customer to allow the WTCPUA and its representatives to enter the Customer's property, as set forth herein, shall be grounds for the disconnection of water or wastewater service to the Property.

SOAH DOCKET NO. 473-14-5144  
PUC DOCKET NO. 42866

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PUBLIC UTILITY COMMISSION  
FILING CLERK

PETITION OF TRAVIS COUNTY	§	BEFORE THE STATE OFFICE
MUNICIPAL UTILITY DISTRICT NO.	§	
12 APPEALING CHANGE OF	§	
WHOLESALE WATER RATES	§	
IMPLEMENTED BY WEST	§	
TRAVIS COUNTY PUBLIC UTILITY	§	OF
AGENCY, CITY OF BEE CAVE, TEXAS	§	
HAYS COUNTY, TEXAS AND WEST	§	
TRAVIS COUNTY MUNICIPAL	§	
UTILITY DISTRICT NO. 5	§	ADMINISTRATIVE HEARINGS

**TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12'S RESPONSES TO  
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY'S  
REQUESTS FOR ADMISSION**

COMES NOW Travis County Municipal Utility District No. 12 ("TCMUD 12 or District") and timely submits these Responses to West Travis County Public Utility Agency's ("WTCPUA's") Requests for Admission ("RFAs"), which were received after 3:00 p.m. on September 17, 2014.

**WRITTEN RESPONSES**

Attached hereto and incorporated herein by reference are TCMUD 12's written responses to the aforementioned RFAs. Such responses are made in the spirit of cooperation without waiving TCMUD 12's right to contest the admissibility of any such matters upon hearing. TCMUD 12 hereby stipulates that these responses may be treated by all parties exactly as if they were filed under oath. WTCPUA's First RFAs were served on TCMUD 12 via facsimile at 4:37 pm on September 17, 2014. These responses are timely filed on October 8, 2014, which is the first business day twenty (20) calendar days after receipt.

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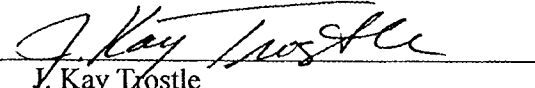


Respectfully Submitted,

**SMITH TROSTLE & HUERTA LLP**

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(512) 494-9505 (Facsimile)  
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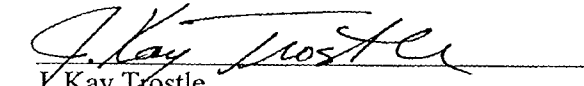
By:

  
J. Kay Trostle  
State Bar No. 20238300  
Miguel A. Huerta  
State Bar No. 00787733

**ATTORNEYS FOR TRAVIS COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 12**

**CERTIFICATE OF SERVICE**

I hereby certify that a on this 8<sup>th</sup> day of October a true and correct copy of the above and foregoing document is being served via electronic mail, facsimile, U.S. mail and/or hand delivery to all parties of record.

  
J. Kay Trostle

**TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12's RESPONSES TO WEST  
TRAVIS COUNTY PUBLIC UTILITY AGENCY'S  
REQUESTS FOR ADMISSIONS ("RFA")**

**RFA NO. 1-1:**

Admit or deny that the utility basis is a methodology used to calculate the cost of service for an entity that provides Water Treatment Services.

**RESPONSE:**

*Miguel A. Huerta, Counsel for TCMUD 12 conferred with David Klein and Georgia Crump, Counsel for the WTCPUA regarding this request. By agreement of Counsel, the phrase "Water Treatment Services" as used in this request, is used in its broadest sense, and only the first sentence in the definition of the term "Water Treatment Services" as set forth in the Instructions to the discovery requests is applicable to this particular request.*

Admit that the utility basis is an approach that may be used to calculate the cost of service for a retail water utility.

**RFA NO. 1-2:**

Admit or deny that the cash basis is a methodology used to calculate cost of service for an entity that provides Water Treatment Services.

**RESPONSE:**

*Miguel A. Huerta, Counsel for TCMUD 12 conferred with David Klein and Georgia Crump, Counsel for the WTCPUA regarding this request. By agreement of Counsel, the phrase "Water Treatment Services" as used in this request, is used in its broadest sense, and only the first sentence in the definition of the term "Water Treatment Services" as set forth in the Instructions to the discovery requests is applicable to this particular request.*

Admit that the cash basis is an approach that may be used to calculate the cost of service for a retail water utility.

**RFA NO. 1-3:**

Admit or deny that the cash basis is a generally accepted methodology in the water-rate making industry for calculating the cost of service for an entity that provides Water Treatment Services.

**RESPONSE:**

*Miguel A. Huerta, Counsel for TCMUD 12 conferred with David Klein and Georgia Crump, Counsel for the WTCPUA regarding this request. By agreement of Counsel, the phrase "water-rate making industry" as used in this request refers to standard setting bodies such as the American Waterworks Association and professionals engaged in setting rates for participants in the water and wastewater industry.*

*Miguel A. Huerta, Counsel for TCMUD 12 conferred with David Klein and Georgia Crump, Counsel for the WTCPUA regarding this request. By agreement of Counsel, the phrase "Water Treatment Services" as used in this request, is used in its broadest sense, and only the first sentence in the definition of the term "Water Treatment Services" as set forth in the Instructions to the discovery requests is applicable to this particular request.*

Admit that the cash basis is an accepted approach in the water ratemaking industry.

**RFA NO. 1-4:**

Admit or deny that the utility basis is a generally accepted methodology in the water-rate making industry for calculating the cost of service for an entity that provides Water Treatment Services.

**RESPONSE:**

*Miguel A. Huerta, Counsel for TCMUD 12 conferred with David Klein and Georgia Crump, Counsel for the WTCPUA regarding this request. By agreement of Counsel, the phrase "water-rate making industry" as used in this request refers to standard setting bodies such as the American Waterworks Association and professionals engaged in setting rates for participants in the water and wastewater industry.*

*Miguel A. Huerta, Counsel for TCMUD 12 conferred with David Klein and Georgia Crump, Counsel for the WTCPUA regarding this request. By agreement of Counsel, the phrase "Water Treatment Services" as used in this request, is used in its broadest sense, and only the first sentence in the definition of the term "Water Treatment Services" as set forth in the Instructions to the discovery requests is applicable to this particular request.*

Admit that the utility basis is an accepted approach in the water ratemaking industry.

**RFA NO. 1-5:**

Admit or deny that the Board of Directors of the PUA adopted an order on November 15, 2012 to amend the rates charged by the PUA to MUD 12.

**RESPONSE:**

Admit.

**RFA NO. 1-6:**

Admit or deny that the Board of Directors of the PUA adopted an order on November 21, 2013 to amend the rates charged by the PUA to MUD 12.

**RESPONSE:**

Admit.

**RFA NO. 1-7:**

Admit or deny that the October 11, 2012 rate study, attached to MUD 12's Requests for Admission and Requests for Production to the PUA as Exhibit B, utilizes the cash basis methodology.

**RESPONSE:**

*Miguel A. Huerta, Counsel for TCMUD 12 conferred with David Klein and Georgia Crump, Counsel for the WTCPUA regarding this request. By agreement of Counsel, a true and correct copy of the October 11, 2012 rate study will be produced by the WTCPUA in response to TCMUD RFI 2-1 and TCMUD 12 will have an extra 5 days to respond to this request.*

Admit that the referenced document utilizes a cash basis approach.

**RFA NO. 1-8:**

Admit or deny that the analysis used by the PUA to set the minimum bill and the volumetric rate, attached to MUD 12's Requests for Admissions and Requests for Production to the PUA as Exhibits C [and] D, utilizes the cash basis methodology.

**RESPONSE:**

*Miguel A. Huerta, Counsel for TCMUD 12 conferred with David Klein and Georgia Crump, Counsel for the WTCPUA regarding this request. By agreement of Counsel, a true and correct copy of the October 11, 2012 rate study will be produced by the WTCPUA in response to TCMUD RFI 2-2 and 2-3, and TCMUD 12 will have an extra 5 days to respond to this request.*

Admit that the referenced documents utilize a cash basis approach.

**RFA NO. 1-9:**

Admit or deny that Water Treatment Services are available to MUD 12 from a wholesale Water Treatment Services provider other than the PUA.

**RESPONSE:**

*Miguel A. Huerta, Counsel for TCMUD 12 conferred with David Klein and Georgia Crump, Counsel for the WTCPUA regarding this request. By agreement of Counsel, the phrase "Water Treatment Services" as used in this request, is used in its broadest sense, and only the first sentence in the definition of the term "Water Treatment Services" as set forth in the Instructions to the discovery requests is applicable to this particular request.*

Deny.

**RFA NO. 1-10:**

Admit or deny that MUD 12 can obtain a treated water supply sufficient to serve its retail water customers from a wholesale water provider other than the PUA.

**RESPONSE:**

*Miguel A. Huerta, Counsel for TCMUD 12 conferred with David Klein and Georgia Crump, Counsel for the WTCPUA regarding this request. By agreement of Counsel, the phrase "treated water supply" as used in this request, is used to mean a potable water supply that is available for sale to TCMUD 12.*

Deny.

**RFA NO. 1-11:**

Admit or deny that there is another municipal utility district within three miles of the jurisdictional boundaries of MUD 12 as of March 6, 2014.

**RESPONSE:**

Admit.

**RFA NO. 1-12:**

Admit or deny that there is a municipality within five miles of the jurisdictional boundaries of MUD 12 as of March 6, 2014.

**RESPONSE:**

Admit.

**RFA NO. 1-13:**

Admit or deny that MUD 12, its directors, officers, employees, or other representatives, has delivered or sent correspondence or documents to an entity other than the PUA and LCRA in the past 10 years regarding the purchase of a wholesale treated water supply for MUD 12.

**RESPONSE:**

Deny.

**RFA NO. 1-14:**

Admit or deny that MUD 12, its directors, officers, employees, or other representatives, has received correspondence or documents from an entity other than the PUA and LCRA in the past 10 years regarding the sale of treated water from such water provider other than the PUA and LCRA to MUD 12.

**RESPONSE:**

Deny.

**RFA NO. 1-15:** Admit or deny that MUD 12 and LCRA have executed the Agreement.

**RESPONSE:**

Admit.

**RFA NO. 1-16:**

Admit or deny that MUD 12, LCRA, and the PUA have executed the Consent to Assignment.

**RESPONSE:**

Admit that MUD 12, LCRA and the PUA executed the Agreement Regarding Transfer of Operations of the West Travis County Water System from the LCRA to the WTCPUA, effective March 19, 2012.

**RFA NO. 1-17:**

Admit or deny that MUD 12, in the Consent to Assignment, provided its consent to the assignment of LCRA's responsibilities, obligations and duties under the Wholesale Water Services Agreement, to the PUA.

**RESPONSE:**

Admit in part. The Agreement Regarding Transfer of Operations of the West Travis County Water system from the LCRA to the WTCPUA, effective March 19, 2012, speaks for itself and in part, in paragraph 6, states that TCMUD 12 "consents to the LCRA's assignment of all of its rights, title, interest, obligations and responsibilities under the Water Services Contract to the PUA (the "Assigned Rights and Obligations") on the Closing Date subject to and conditioned upon the PUA's assumption and agreement to perform the Assigned Rights and Obligations and, effective as of and contingent upon the full performance of the obligations of both the LCRA and the PUA under the Sale and Transfer Agreement on the Closing Date, the District releases the LCRA from all Assigned Rights and Obligations arising on or after the Closing Date; provided however, that such consent and release shall not be effective in the event the District has previously issued a written notice of default under the Water Services Contract to the PUA and/or the LCRA that has not been resolved as of the Closing Date."

**RFA NO. 1-18:** Admit or deny that MUD 12 was not obligated under any other agreement or contract to enter into the Agreement.

**RESPONSE:**

Admit that TCMUD 12 was not obligated under any other agreement or contract to enter into the Wholesale Water Services Agreement with LCRA signed by TCMUD 12 on 10/20/09, by Rough Hollow Development on 10/22/09 and by LCRA on 10/19/09.



**RFA NO. 1-19:**

Admit or deny that MUD 12, was not obligated under the Agreement or any other agreement to enter into the Consent to Assignment.

**RESPONSE:**

Deny. *See* TCMUD 12's response to PUA's RFP 1-26.

**RFA NO. 1-20:**

Admit or deny that the monthly minimum wholesale Water Treatment Services rate charged by the PUA to MUD 12 under the 2012 Rate Order was \$10,891.65.

**RESPONSE:**

Admit that the Monthly Charge (LCRA-TCMUD 12 Wholesale Water Services Agreement) or "Minimum Bill" (as labeled in PUA's 2012 Rate Order) charged by the PUA to TCMUD 12 under the 2012 Rate Order was \$10,891.65.

**RFA NO. 1-21:**

Admit or deny that the monthly minimum wholesale Water Treatment Services rate charged by the PUA to MUD 12 under the 2013 Rate Order is \$8,140.89.

**RESPONSE:**

Admit that the Monthly Charge (LCRA-TCMUD 12 Wholesale Water Services Agreement) or "Minimum Bill" (as labeled in PUA's 2013 Rate Order) charged by the PUA to TCMUD 12 under the 2013 Rate Order was \$8,140.89.

**RFA NO. 1-22:**

Admit or deny that the monthly wholesale Water Treatment Services volumetric rate charged by the PUA to MUD 12 under the 2012 Rate Order was \$2.77 per 1,000 gallons.

**RESPONSE:**

Admit that the Volume Rate (LCRA-TCMUD 12 Wholesale Water Services Agreement) or "Volumetric Rate" (as labeled in PUA's 2012 Rate Order) charged by the PUA to TCMUD 12 under the 2012 Rate Order was \$2.77 per 1,000 gallons.

**RFA NO. 1-23:**

Admit or deny that the monthly wholesale Water Treatment Services volumetric rate charged by the PUA to MUD 12 under the 2013 Rate Order is \$2.11 per 1,000 gallons.

**RESPONSE:**

Admit that the Volume Rate (LCRA-TCMUD 12 Wholesale Water Services Agreement) or "Volumetric Rate" (as labeled in PUA's 2012 Rate Order) charged by the PUA to TCMUD 12 under the 2013 Rate Order was \$2.11 per 1,000 gallons.

**RFA NO. 1-24:**

Admit or deny that MUD 12 received correspondence from the PUA or its representatives regarding a meeting held at 12117 Bee Cave Road, Building 3, Suite 120, Bee Cave, Texas 78738 on October 19, 2012, regarding the PUA's wholesale Water Treatment Services rates.

**RESPONSE:**

Admit that on October 1, 2012, TCMUD 12 received from the PUA a "Notice of Potential Increase to Wholesale Water and Wastewater Rates" which included notice of a "Meeting of WTCPUA Wholesale Customers" to be held on October 19, 2012.