



2370 FM 1979, San Marcos, TX 78666 • 830-372-1031

RULES AND REGULATIONS

PUBLIC WATER SUPPLY 0940015

CERTIFICATES OF CONVENIENCE AND NECESSITY

NO. 10297 (WATER) and 21086 (WASTEWATER)

HAYS, GUADALUPE, COMAL and CALDWELL COUNTIES, TEXAS

Amended April 23, 2026

Table of Contents

SECTION A: ADOPTION & AUTHORITY.....	5
SECTION B: STATEMENTS.....	6
SECTION C: DEFINITIONS.....	9
SECTION D: GEOGRAPHIC AREA SERVED CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN).....	13
WATER.....	14
WASTEWATER.....	17
SECTION E: SERVICE RULES AND REGULATIONS.....	19
1. Service Entitlement.....	19
2. Application Procedures and Requirements.....	19
3. Activation of Standard Service.....	22
4. Activation of Non-Standard Service.....	23
5. Changes in Service Classification.....	23
6. Owners and Tenants.....	23
7. Refusal of Service.....	23
8. Applicant’s Recourse.....	23
9. Deferred Payment Agreement.....	24
10. Charge Distribution and Payment Application.....	24
11. Due Dates, Delinquent Bills, and Service Disconnection Date.....	24
12. Rules for Disconnection of Service.....	25
13. NSF/Return Payment/Check Policy.....	27
14. Billing Cycle Changes.....	28
15. Back-Billing.....	28
16. Disputed Bills.....	28
17. Grievance Procedures.....	29
18. Inoperative Meters.....	30
19. Bill Adjustment Due to Meter Error.....	30
20. Leak Adjustment Policy.....	30
21. Damage to District Facilities.....	31
22. Meter Relocation.....	31
23. Prohibition of Multiple Connections to a Single Tap.....	32
24. Customer Responsibilities.....	32
25. Prohibited Plumbing Practices.....	33
26. Excluded Flow and Waste.....	33
27. Water Service Connections.....	34
28. Standards for Water Service Lines.....	34
29. Wastewater Service Connections.....	35
30. Standards for Wastewater Service Lines.....	36

31. Standards Details for Service Facilities.....	37
32. Penalties and Enforcement.....	37

SECTION F: DEVELOPMENT, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS.....38

1. District Limitations.....	38
2. Purpose.....	38
3. Application of Rules.....	38
4. Feasibility Study Service Application Process.....	39
5. Facilities Design.....	39
6. Prepayment of Certain Fees Required.....	40
7. Non-Standard Service Agreement.....	41
8. Property and Easement Acquisition.....	42
9. Contractor Selection and Qualification.....	42
10. Construction.....	43
11. Dedication and Acceptance of Service Facilities.....	43
12. Service within Subdivisions.....	43
13. Service to Large Water Users.....	44

SECTION G: RATES AND SERVICE FEES.....46

1. Classes of Users.....	46
2. Capacity/Engineer/Feasibility Study Fee.....	46
3. Deposits.....	47
4. Easement Fee.....	48
5. Impact Fee.....	48
6. Water Acquisition Fee.....	49
7. Storage Recovery Fee.....	49
8. Monthly Charges.....	49
9. Standby Fee.....	50
10. Late Payment Fee/Payment Arrangement Fee.....	50
11. Returned Check Fee.....	50
12. Service Trip Fee.....	51
13. Equipment Damage Fee.....	51
14. Customer History Report Fee.....	51
15. Meter Installation Fee.....	51
16. Meter Test Fee.....	52
17. Meter Relocation Fee.....	52
18. Temporary Service Charges.....	52
19. Non-Disclosure Fee.....	52
20. Information Disclosure Fee.....	52
21. Transfer Fee.....	52

22. Franchise Fee Assessment.....	52
23. Additional Assessments.....	53
24. Other Fees.....	53
25. Voluntary Surrender Fee.....	53
26. Non-payment Fee.....	53
27. Customer Service Inspection Fee.....	53
28. Backflow Prevention Assembly Test Fee.....	53
29. Non-refundable Administrative Fee.....	54
30. After Hours Reconnect Fee.....	54
31. Developer Inspection Fee.....	54
32. Easement Administration Fee.....	54
33. Encroachment Fee.....	54
34. Rates and Service Fees Table.....	55
APPENDIX A: RELATED DOCUMENTS LINKS	61

SECTION A: ADOPTION & AUTHORITY

1. **Effective Date.** These Rules and Regulations were originally adopted by the Board of Directors of the Crystal Clear Special Utility district on June 23, 2015, pursuant to Tex. S.B. 1116, 83rd Leg., R.S. (2013). These Rules and Regulations, as amended from time to time, supersede all utility service policies, rates, rules and tariffs adopted or passed by the Board of Directors prior to the date of adoption of these Rules and Regulations. These Rules and Regulations shall take effect within 30 days following adoption.
2. **Pre-Existing Tariff.** The District adopted these Rules and Regulations to replace and supersede the tariff that was in effective prior to, and carried forward after, the conversion of Crystal Clear Water Supply Corporation to Crystal Clear Special Utility District prior to the effective date of the adoption of these Rules and Regulations.
3. **Pre-Existing Penalties and Vested Rights.** The adoption of these Rules and Regulations shall not affect any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or vested right established or accrued prior to the effective date or adoption of these Rules and Regulations.
4. **Official Copy Available.** An official copy of the Rules and Regulations shall be available to the customers of the District during regular office hours of the District. Requests for official copies shall be subject to a reproduction charge shall be \$25.00. The Human Resources Manager of the District shall maintain the original copy as approved, and clearly exhibit all additions, deletions and amendments hereto.
5. **Conflicts.** Rules and Regulations of state and federal agencies having applicable jurisdiction, promulgated under any applicable state or federal law, shall supersede all terms of the Rules and Regulations that directly conflict with such State and Federal rules or regulations. If any section, paragraph, sentence, clause, phrase, word or words of these Rules and Regulations are declared unconstitutional or in violation of law, the remainder of the Rules and Regulations shall not be affected thereby and shall remain in full force and effect.

Board President

Board Secretary

Date

Date

SECTION B: STATEMENTS

1. **Organization.** The District was created pursuant to TEX. S.B. 1116, 83rd Leg., R.S. (2013), further codified in TEX. SPEC. DIST. LOC. LAWS CODE Chapter 7206, enacted under the authority granted to the Texas Legislature in TEX. CONST. art. XVI, § 59. The District exists for the purpose of furnishing potable water and wastewater utility service. The District was organized on January 18, 2013, following the confirmation election by the voters within the geographic area as specified by Senate Bill 1116. The District is managed by the Board of Directors, the members of which are elected by qualified voters residing within the District's boundaries.
2. **Non-Discrimination Policy.** Service is provided to all Applicants that comply with the provisions of these Rules and Regulations regardless of race, creed, color, national origin, sex, disability or marital status.
3. **Policy and Rule Application.** These policies, Rules and Regulations apply to the water and wastewater services provided by the District. Failure on the part of a customer or Applicant to observe these policies, Rules and Regulations gives the District the authority to deny or discontinue service.

Fire Protection. Fire hydrants installed within the District's water distribution system are provided solely for the District's operational convenience and do not impose any obligation on the District to meet fire flow requirements as prescribed by any local, county, state, or federal agencies. District hydrants are designated as support facilities only. While the District will make a reasonable effort to provide fire flow under normal operating conditions, it does not guarantee fire protection services and assumes no liability for any damages arising from the District's inability to supply sufficient water for fire prevention or suppression. All hydrants and flush valves are for the operation and maintenance of the system. Fire hydrants may be used for refill only by authorized fire departments and/or those entities with written approval from the District. The District reserves the right to remove any hydrant due to improper use or detriment to its water system, as determined by the District, at any time without notice, refund or compensation to any contributors. All fire hydrants, regardless of location (private property or public right-of-way) are the property of the District and shall require an easement if installed on private property.

Subject to the adequacy of pressure and storage, the District may authorize the installation of a private fire hydrant. Such hydrant shall be: 1) metered; and, 2) of a standard type selected by the county or city Fire Marshall. The interconnection with District facilities shall provide for backflow prevention. Design of an interconnection with District facilities shall be subject to District review. All costs associated with the interconnection and any hydrants shall be borne by the customer requesting its installation, including on-site inspection during interconnection with District facilities. Maintenance of all private infrastructure from the point of interconnection to District facilities shall be the sole responsibility of the private fire hydrant owner. The District is not obligated and shall not guarantee fire flow, and any customer installing a private fire hydrant must execute, as a condition of its installation, an agreement to indemnify, hold harmless and defend any claims with respect to the use of the fire hydrant for firefighting purposes. The District may terminate the provision of water to a private fire hydrant in the event it is used for other than firefighting purposes.

4. **Damage Liability.** Pursuant to State Law, the District is not liable for damages caused by service interruptions due to waterline breaks or equipment failure, tampering by third persons or customers of the District, normal system failures, system maintenance or repairs, or other events beyond the District's control, or for damages caused by negligent acts of the District, its employees, designated representatives and contractors.

5. **Public Information Disclosure.** The records of the District shall be kept at the District's office at 2370 FM 1979, San Marcos, Texas 78666. Disclosure of all information collected, assembled or maintained by or for the District shall be in accordance with the requirements of the Texas Public Information Act. In order for a customer's, an employee's, and/or a board member's personal information to be released by the District, the individual whose confidential personal information is at issue must have notified the District in writing that it does not wish to keep such personal information confidential. For the purpose of this Section B.6, "personal information" includes a customer's name, address, telephone number or social security number. Such confidentiality does not prohibit the District from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the District acting in connection with the employee's duties. A reasonable charge as established pursuant to the Texas Public Information Act may be assessed to any person requesting copies of District records.
6. **Notice of Change in Rates.** The District will give written notice of a change to monthly rates by publication or mail to all affected customers at least thirty (30) days prior to the effective date of the new rate. The notice shall contain the: (1) current rates; (2) new rates; (3) effective date of the new rates; (4) date of Board authorization; and (4) the District's contact information for inquiries regarding the rate change. Failure of the District to give the notice shall not invalidate the changed rate or any change based on the changed rate.
7. **Customer Service Inspections.** The District requires that a customer service inspection certificate from a licensed inspector, assigned by the District, be completed prior to providing water service to completed new construction and for all new customers, as well as any change of property ownership as part of the activation services. Customer service inspections are also required on any existing service when the District has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the customers' water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. [30 TAC § 290.46(i) and (j)].
8. **Public Works Standards.** The District adopts applicable sections of the most current edition of the Standard Specifications for Public Works Construction, as amended as guidance in the design, installation and maintenance of line extensions and service facilities. In addition to the aforementioned guidance document, all work will be designed, installed, and maintained in accordance with the TCEQ or successor agencies' regulations, local and state standards and applicable plumbing codes in effect at the time work is performed. The District's Details and Specifications are a part of the District Rules and Regulations and are subject to change from time to time.
9. **Submetering Responsibility.** Submetering and non-submetering by Master Metered Accounts may be allowed in the District's water/wastewater system provided the Master Metered Account customer registers with the TCEQ or successor agencies and complies with its rules on submetering at Title 16 Texas Administrative Code, Subchapter I . The District has no jurisdiction over or responsibility to tenants receiving water under a Master Metered Account, and such tenants are not considered customers of the District. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account owner. Any complaints regarding submetering should be directed to the Public Utility Commission of Texas or the Master Metered Account owner.
10. **District Forms Policy.** The District reserves the right to amend, revise and discontinue use of any of the forms, and to create and use new forms, at its sole discretion, for purposes that include, without limitation, complying with federal and state laws and regulations, improving District administrative efficiency, providing better service to customers, fulfilling the unique and facilities needs of sub-

dividers, Applicant/Assignee and nonstandard service Applicants, and meeting the future system demands of the District.

11. **Threats to Utility Personnel or Property.** Threats to utility personnel or other actions which prevent the lawful conduct of utility business on utility property, easements or right of entry shall result in immediate discontinuance of utility service until the condition is corrected or the threat is permanently removed. Threats to or assaults upon utility personnel shall result in criminal prosecution.

[The remainder of this page was intentionally left blank]

SECTION C: DEFINITIONS

The following words and terms, when used in these Rules and Regulations, shall have the following meanings unless the context clearly indicates otherwise:

Applicant/Assignee — A person applying to the District for water and/or wastewater service(s).

Board of Directors (or) Board — The governing body of the District elected by qualified voters residing within the District's boundaries in accordance with applicable election laws.

Certificate of Convenience and Necessity (or) CCN — The authorization granted under Chapter 13, Subchapter G, of the Texas Water Code for the District to provide water and/or wastewater service within a defined territory. The District has been issued Certificate Nos. 10297 and 21086 to provide water and wastewater service.

Certificated service areas (or) service areas — see Section D, Certificated Service Area Maps.

Customer — Any person directly receiving water and/or wastewater services from the District.

Designated representative (or) district representative — The General Manager of the District or a representative or employee of the District engaged in carrying out the terms of or performing services prescribed by these Rules and Regulations pursuant to either general or specific authorization to do so from the General Manager or the Board of Directors.

Developer — Any person who owns land within the District and divides or proposes to divide said land within the District into two or more parts for the purpose of laying out any subdivision or any tract of land or any addition, or for laying out suburban lots or building lots, or any lots, streets, alleys, or parks or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto, or requests two (2) or more water or wastewater service connections on a single contiguous tract of land. [See Texas Water Code § 13.2502(e) (1); Texas Water Code § 49.052(d)].

Disconnection of service — The discontinuance of water and/or wastewater service to a location in the District.

District — The Crystal Clear Special Utility District.

Easement — A private perpetual exclusive dedicated right-of-way for the installation of the District's water and/or wastewater service lines and facilities that allows access to property for future operation, maintenance, replacement, facility upgrades, and/or installation of additional pipelines (if applicable), and may include restrictions on the adjacent area to limit installation of other pipelines and/or structures that would restrict the District's use of any area of the easement.

Feasibility Study — A study requesting larger than 5/8" single meter for single tract and/or multiple meters for single tracts or multiple tracts and/or fire flow. A non-refundable fee in the amount to be determined by Consulting Engineers, paid to the District at the time of filing a Feasibility Study Service Application for the purpose of determining the feasibility of providing service if the service requested requires: (1) larger than 5/8" single meter for single tract; (2) multiple meters for single tracts; (3) multiple tracts; and/or (4)

fire flow. This fee covers administrative fees, legal fees, and engineering expenses incurred by the District at the time of application. After review of the application, the Engineer will provide an estimate of the cost of necessary infrastructure to provide water to the Applicant's project. The customer will be notified of any additional fees to be paid before the application/investigation is finalized.

Final plat — A complete and exact plan for the subdivision and/or development of a tract of land which has been approved by all local governments having jurisdiction pursuant to Chapters 212 or 232 of the Texas Local Government Code. The District shall determine if a plat submitted under these Rules and Regulations qualifies as a final plat
General Manager — The General Manager of the District is appointed by the Board of Directors.

Hazardous condition — A condition that jeopardizes the safety, health and/or welfare of District customers or employees, as determined by the District or any other regulatory authority with jurisdiction.

Irrigation Meter — A meter installed by the District solely for the purpose of monitoring the consumption of District-supplied water for irrigation purposes; required for any irrigation system installed after the effective date of these Rules and Regulations.

Living Unit Equivalent (LUE) – A unit of measurement used to estimate the water or wastewater generated by a typical single-family residence. A LUE assumes 3.5 persons per residence, inclusive of consumption uses, such as lawn watering and evaporative coolers for water requirements. The wastewater system does not receive all of these water flows; therefore, the calculated flows differ between water and wastewater. The number of LUEs for a project is constant; only the water and wastewater flows are different. An LUE is NOT equivalent to a fixture unit.

Low Pressure Wastewater System (or) LPWS — The wastewater collection system installed by or on behalf of the District.

Meter Study – A study for the purpose of determining if sufficient capacity is available with the existing infrastructure.

Non-Payment Fee – A fee assessed when a customer's account is in default for non-payment, in full, by the 7:00AM CST deadline on Disconnect Day.

Non-Residential — Customer accounts with the revenue class set as a commercial, industrial, institutional, and irrigation accounts for water consumption.

Person — Any natural person, firm, corporation, cooperative, limited liability company, partnership, unincorporated association, public agency or governmental entity, or any other public or private organization or entity of any type or character.

Proof of Ownership—The District requires ownership of real estate designated to receive service as a condition of becoming a customer and receiving service. For the purpose of these Rules and Regulations, Applicants for service shall provide proof of ownership by Warranty Deed, Warranty Deed w/ Vendors Lien, Guarantee Deed, Executor Deed, Specialty Deed, or other recordable documentation of fee simple title to real estate to be served. Tenants/Non-owners may receive service only through the owner of the property to be served.

Public Utility Commission of Texas (PUC) — The state regulatory agency that generally regulates water and sewer utilities' rates and CCN matters.

Residential — Customer accounts with the revenue class set as a residential dwelling and agricultural accounts for water consumption.

Re-Service — Providing service to an Applicant at a location at which service previously existed and at which there is an existing facility for a meter. Costs of such re-servicing shall be as established in these Rules and Regulations. Re-servicing will require that any impact and/or connection fees in effect at the time that the meter was previously placed into service have previously been paid. Otherwise, Re-Service shall be treated by the District as a new application for service.

Septic Tank Effluent Pumping Unit (STEP Unit) — The individual facility located at each building or residence which is owned and maintained by the District as part of the District's Low Pressure Wastewater System. The STEP Unit includes a pump, treatment/tank, controls, control panel, valves, piping, electric wiring and related facilities.

Service — Any act performed, anything furnished or supplied, and any facilities used by the District in the performance of its duties under the Texas Water Code, the Texas Administrative Code, or applicable Municipal ordinance or Commissioner's Court Order to its customers, employees, other retail public utilities, and the public, as well as the interchange of facilities between the District and one or more retail public utilities.

Service application and agreement (or) service agreement (Standard and Non-Standard) — A written agreement on the current service application and agreement form between an Applicant and the District defining the specific type of service requirements requested, and the responsibilities of each party regarding the service to be provided.

- (1) Standard Service - Defined as service that is available when the District determines, in its sole discretion, that service can be provided from an existing service line, with no need for line extensions, additional service facilities, or special design or engineering considerations. Standard water service is delivered through a 5/8-inch meter installed on an existing water line.
- (2) Non-Standard Service - Defined as any service request that requiring a meter larger than 5/8 inches, temporary water service, service to a Master Metered Account, or any addition to or extension of the District's water or wastewater systems. Except for Applicants requesting temporary service, all Non-Standard Service Applicants must comply with the service requirements prescribed by Section F of these Rules and Regulations prior to receiving service.

Service classification/unit — The type of water service required by an Applicant as may be determined by the District based on specific criteria such as usage, meter size, demand, type of application, and other relevant factors related to the Applicant's request. The base service unit of residential water service used by the District in facilities design and rate making in these Rules and Regulations is a 5/8inch water meter.

Service Connection – A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system.

Temporary service — The classification for water service assigned to any Applicant that is in the process of constructing a residential or commercial structure or any location that has changed ownership. These conditions are subject to a Customer Service Inspection (CSI) certification prior to consumption. The District may also apply this classification to other nonpermanent service uses. The District may provide temporary water service for up to six (6) months from the date of application for temporary service. Temporary service may be extended upon request and approval of the District on a case-by-case basis.

Texas Commission on Environmental Quality (TCEQ) — The State regulatory agency having jurisdiction of water and wastewater service utilities and appellate jurisdiction over the regulations regarding the health and safety of operating water and wastewater services in the state.

Wastewater System – The wastewater collection, disposal and treatment facilities operated by or constructed by or for the District, and any wastewater system extensions, improvements or facilities that may be built within the District’s boundaries or service area in the future.

Water system – The water production, treatment, supply, storage and distribution facilities operated by or constructed by or for the District, and any water system extensions, improvements or facilities that may be built within the District’s boundaries or service area in the future.

**SECTION D: GEOGRAPHIC AREA SERVED
CERTIFICATE OF CONVENIENCE AND
NECESSITY (CCN) WATER**

To Provide Water Service Pursuant to the Texas Water Code, the Public Utility Commission of Texas, and/or the Texas Commission on Environmental Quality Rules

Certificate No. 10297

1. Certificate Holder

Name: Crystal Clear Special Utility District
Address: 2370 FM 1979
San Marcos, TX 78666

2. General Description and Location of Service Area:
Comal County, Guadalupe County, Hays County and Caldwell County
3. Certificated Service Area Maps:

The certificate holder is authorized to provide water service in the area identified on the Public Utility Commission of Texas' official service area map maintained in the offices of the Public Utility Commission of Texas, William B. Travis Bldg., 1701 N. Congress Avenue, 7th Floor, Austin, TX 78701.

This certificate, as amended from time to time, has been issued pursuant to applications of the District and is subject to the rules and orders of the TCEQ or successor agencies, the laws of the State of Texas and conditions contained in the certificate. The certificate is valid until amended or revoked by the TCEQ or successor agencies.

The following two (2) pages contain a copy of Certificate No. 10297 and a map of the District's water service area.



Public Utility Commission of Texas

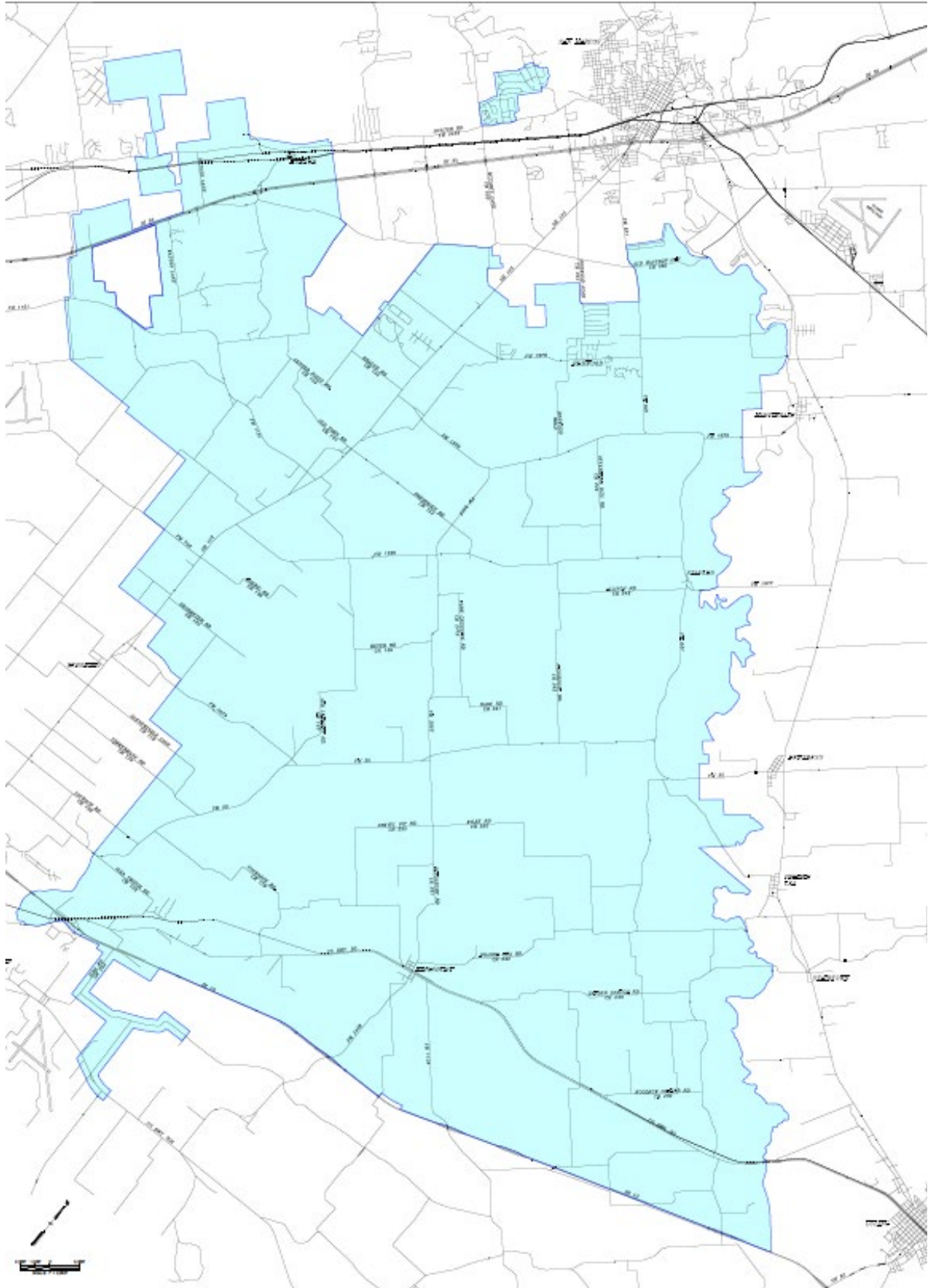
By These Presents Be It Known To All That Crystal Clear Special Utility District

having obtained certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service, Crystal Clear Special Utility District is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 10297

to provide continuous and adequate water utility service to that service area or those service areas in Comal, Guadalupe and Hays Counties as by Senate Bill 1116 enacted by the 83rd Texas Legislature and the election results filed in Project No. 45326 on file at the Commission offices in Austin, Texas; and are a matter of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Crystal Clear Special Utility District, to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, the 22nd day of January 2016.



WASTEWATER

To Provide Wastewater Service Pursuant to the Texas Water Code, the Public Utility Commission of Texas, and/or the Texas Commission on Environmental Quality Rules

Certificate No. 21086

1. Certificate Holder

Name: Crystal Clear Special Utility District
Address: 2370 FM 1979
San Marcos, TX 78666

2. General Description and Location of Service Area:

Comal County

3. Certificated Service Area Maps:

The certificate holder is authorized to provide wastewater service in the area identified on the Public Utility Commission of Texas' official service area map maintained in the offices of the Public Utility Commission of Texas, William B. Travis Bldg., 1701 N. Congress Avenue, 7th Floor, Austin, TX 78701.

This certificate, as amended from time to time, has been issued pursuant to applications of the District and is subject to the rules and orders of the TCEQ or successor agencies, the laws of the State of Texas and conditions contained in the certificate. The certificate is valid until amended or revoked by the TCEQ or successor agencies.

The following two (2) pages contain a copy of Certificate No. 21086 and a map of the District's wastewater service area.

S
C



201606011918 03/22/2016 03:07:47 PM 1/5



Public Utility Commission Of Texas

By These Presents Be It Known To All That

CRYSTAL CLEAR WSC

having duly applied for certification to provide sewer utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 21086

to provide continuous and adequate sewer utility service to that service area or those service areas in Comal County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Docket No. 44695 are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of the Crystal Clear WSC to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

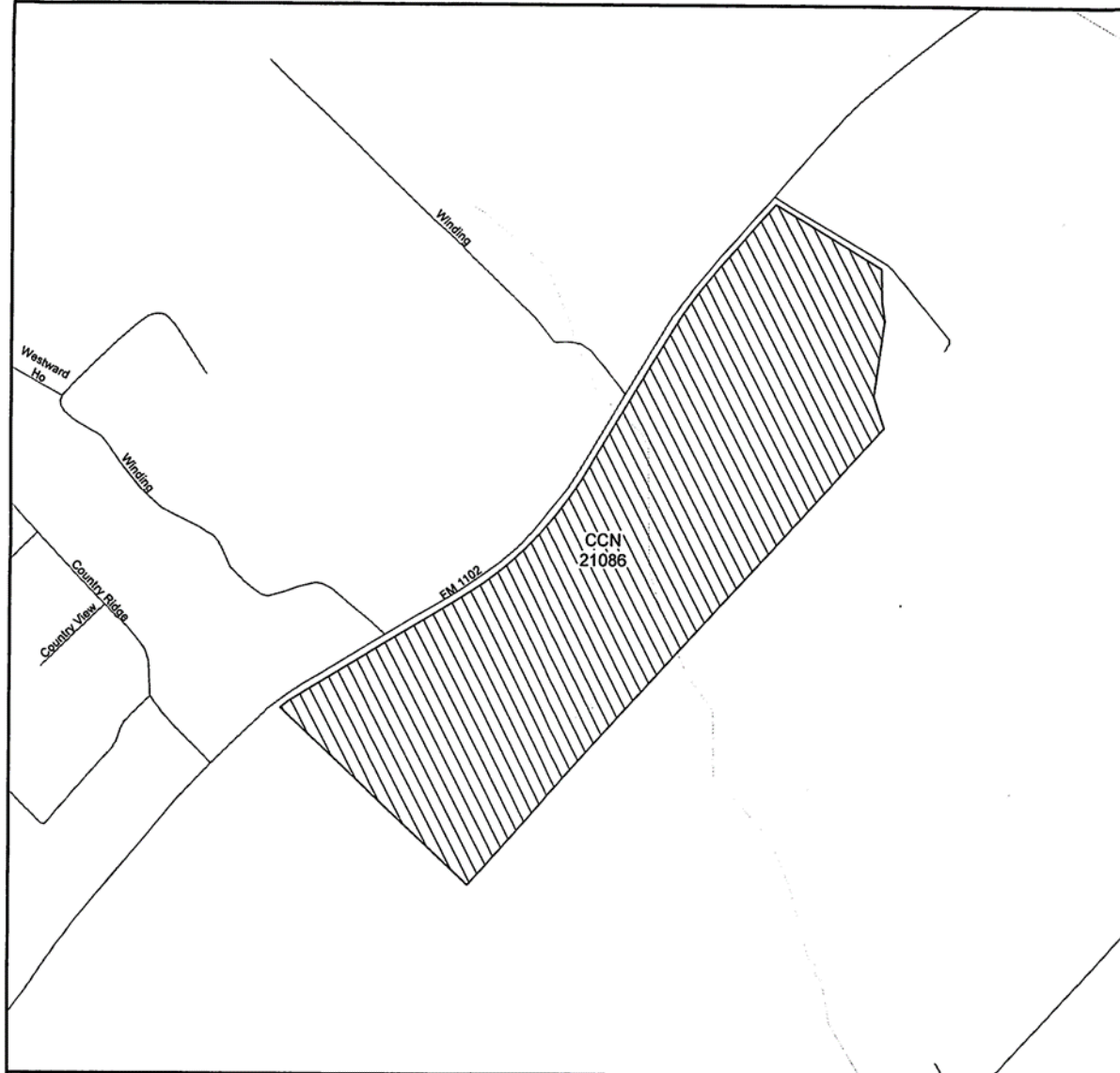
Issued at Austin, Texas, this 12th day of FEBRUARY 2016.

CERTIFIED TO BE A TRUE AND CORRECT
COPY OF THE ORIGINAL ON FILE WITH THE
PUBLIC UTILITY COMMISSION OF TEXAS
CENTRAL RECORDS DIVISION

BY: Rosalia Medina
DATE: 3-10-16

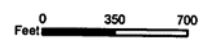


Crystal Clear WSC
Sewer Service Area
CCN No. 21086
PUC Docket No. 44695
Obtained New CCN in Comal County



Public Utility Commission of Texas
1701 N. Congress Ave
Austin, TX 78701

CCN Sewer Service Area
21086 - Crystal Clear WSC



Map by: Komal Patel
Date created: November 16, 2015
Project Path: n:\finalmapping\44695CrystalClearWSC.mxd

SECTION E: SERVICE RULES AND REGULATIONS

1. Service Entitlement

An Applicant requesting service to real property located within the District's service area shall be considered qualified and entitled to water and/or wastewater service (in areas where wastewater service is provided by the District) when a proper and complete application packet has been filed with the District, the terms and conditions of service have been met and continue to be met, and all fees have been paid as prescribed. An Applicant requesting service to real property located outside the boundaries of the District's service area and/or political boundaries may be considered for service in accordance with current District policies on providing service outside the District's service area.

2. Application Procedures and Requirements

(A) **Service Classifications** - Applications to the District for service shall be divided into the following three (3) classes:

- (1) **Irrigation Meter Requirement** - Any irrigation system installed after the effective date of these Rules requires a separate District Irrigation Meter. The District will install and connect the Irrigation Meter upon the customer's payment of all applicable fees in accordance with Section G: Rates and Service Fees, including: (1) the meter installation fee; (2) a deposit; and (3) applicable administrative fees. Monthly charges for an Irrigation Meter shall be based exclusively on actual water consumption; no monthly base fee shall be assessed to the customer's account for the use of an Irrigation Meter.

Use of water for irrigation is subject to the District's drought restrictions. In the event a customer violates these restrictions, the District may: (1) disconnect the Irrigation Meter; (2) require the surrender of the Irrigation Meter; and (3) apply a disconnection service fee to the customer's account. Failure to pay any associated fees may result in the disconnection of the customer's primary water service.

Irrigation Meter requirements apply to all newly executed Service Agreements for Subdivisions (NSSAs) initiated after the effective date of these Rules, as well as to any individuals installing irrigation systems after this date November 15, 2024.

- (2) **Standard Service** - Defined as service from an existing service line where line or service facility extensions are not required, and special design and/or engineering considerations are not necessary in the District's discretion. Standard water service is provided through a 5/8-inch meter set on an existing water line. Standard wastewater service is provided via minimum 1 1/4 inch wastewater tap connected to Low Pressure Force Main collection lines three (3) feet in depth in a properly bedded trench.
- (3) **Non-Standard Service** - Defined as any service request that requires a larger than 5/8 inch meter for service, temporary water service, service to a Master Metered Account pursuant to Section E.2(C)(2) below, or an addition to or extension of the District's water system or wastewater system. Except for temporary service Applicants, a non-standard service Applicant must comply with the service requirements prescribed by Section E.2(C) and F of these Rules and Regulations prior to receiving service.

(B) Requirements for Mandatory Wastewater Connection.

- a. The installation of any private on-site wastewater treatment or holding facility on land within the District's certificated service area and less than three hundred feet (300') from the nearest wastewater collection point of the District's wastewater system (measured from boundary line of the land along public right-of-way or utility easements) may be prohibited and the District may provide wastewater service to any such property.
- b. All new developments and subdivisions on land within the District's certificated service area shall be required to connect to the District's wastewater system when feasible and in the District's discretion. The provision of water service by the District to any new subdivision or development without requiring wastewater collection facilities to be constructed therein shall be considered an exception, requiring compelling evidence that the public health and environment will be protected for the long term.
- c. The District may require an owner of land located within the District's certificated service area to connect to the District's wastewater system, when feasible and in the District's discretion, even if an on-site wastewater holding or treatment facility was installed on said land prior to January 18, 2014, provided the District's wastewater collection system is contiguous or adjacent to the boundary of said land.

All costs for connecting to the District's wastewater system in excess of the standard costs required under Section G below must be paid for by the wastewater service Applicant, regardless of the District co-Applicant involvement. The District must review and approve all plans and specifications for any connection to the wastewater system prior to construction. [Texas Water Code § 65.201(a) and Texas Water Code § 49.277].

(C) Requirements for Standard and Non-Standard Service.

- (1) Standard Service, the Applicant shall file a proper and complete application packet and provide deed or proof of ownership as applicable. Non-Standard Service, the Applicant shall file a completed Feasibility Study Service Application and subsequent Non-Standard Service Agreement (NSSA) as applicable.
- (2) As a condition for service, the Applicant(s)/Assignee(s) for Standard service and/or Non Standard service shall complete and execute a Perpetual Easement and Right-of-Way, Sanitary Control Easement and/or such other easement form(s) required by the District to obtain a perpetual easement(s) to allow the District a right of access to construct, install, maintain, replace, upgrade, inspect or test any infrastructure and/or facility necessary to serve the Applicant's/Assignee's, as well as the District's, purposes in providing system-wide service. The District shall request, but not require, the acquisition of a frontage easement from one property line to another except where necessary to provide immediate service to multiple connections. The District shall require an easement no greater than 100 square feet in connection with fixtures such as meters and hydrants to permit installation and maintenance of the same. If frontage easement extending from property boundary to property boundary is or becomes necessary to provide service to adjacent parcels or for system-wide service, the District may both request the grant of such an easement and invoke its power of eminent domain to acquire such an easement. This requirement may be delayed for non-standard service Applicants/Assignees. New meters shall be located within a utility easement at or near the boundary line (usually nearest a road) of the property designated for service. The most current District easement form must be completed and executed as a condition of service and must be granted by the new landowner as part of the application process or service may be denied.

- (3) At the request of a property owner or an owner's authorized agent, the District shall install an individual Master Meter owned by the District in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after June 23, 2015, unless the District determines that the installation of an individual Master Meter is not feasible. If the District determines that installation of individual Master Meter is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of individual meters. The District shall be entitled to the payment of reasonable costs to install individual meters pursuant to Section F of these Rules and Regulations. The cost of individual meter installations shall be prepaid by the property owner as well as the cost of any additional facilities or system improvements required to satisfy the total water/ wastewater service demand of the property at full occupancy, as determined under applicable provisions of Section F. The District shall consider Master Metering and/or non-standard wastewater service to apartments, condos, trailer/RV parks, or business centers and other similar type enterprises at an Applicant's request provided the total number of units to be served are all:
 - a. Owned by the same person, partnership, cooperative, corporation, agency, or public or private organization of any type, but not including a family unit;
 - b. Directly inaccessible to a public right-of-way; and
 - c. Considered a commercial enterprise (i.e., for business, rental or lease purposes).
- (4) Notice of application approval and costs of service as determined by the District shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed ninety (90) days for Non Standard Service application. The Applicant must re-apply for service, unless a WNSSA and/or WWNSSA is finalized for Board consideration at the next regularly scheduled board meeting within the ninety (90) days, subsequently fully executed within ten (10) days from the date of Board approval, and all other conditions set forth in the WNSSA and/or WWNSSA are met as agreed.
- (5) The Applicant shall provide proof of ownership to property for which service has been requested in a manner acceptable to the District. Proof of ownership shall consist of Warranty Deed, Warranty Deed w/ Vendors Lien, Guarantee Deed, Executor Deed or Specialty Deed or other recordable documentation of fee simple title to the real estate designated to receive service.
- (6) If a water main has been located in the public right-of-way and is adjacent to Applicant's property, prior to receiving the requested service or transfer of service, the Applicant shall grant an easement as required under these Rules and Regulations. In addition to the normally required fees for new customer service, the Applicant may be asked to pay such sums as are reasonably necessary to remove or cap the existing water main in the public right-of-way and to construct the appropriate line or lines within that easement for the District's system-wide service [Texas Water Code § 49.212(a)].
- (7) If a transferee fails to provide all documentation or information required at the time of application, the District will not accept, as the District does not accept incomplete applications. This provision applies to both standard and non-standard service requests.

3. Activation of Standard Service

- (A) **New Service Connection.** The District shall charge a Impact Fee and other applicable fees as required under Section G of these Rules and Regulations at the time of application of a new service request. The Impact Fee and other fees shall be quoted in writing to the Applicant. The Impact Fee is non-refundable, non-transferable, may not be credited toward any other fees, may not be collected by the District from customers to reimburse to the Applicant/Assignee and/or previous account holder(s), and Impact Fees are not grandfathered.

An Applicant must pay all fees as a condition to consideration for service. Upon initiation of account (Service Application completed and all applicable fees paid), the customer will begin receiving a monthly bill. Services applications will not be accepted without payment from the customer and **all** required documents.

- (B) **Re-Service.** On property where service previously existed, the District may charge a deposit and all fees applicable to restoration of service. In addition, the District may charge accumulated monthly fees which have been assessed to the inactive account on a monthly basis. This will allow the District to recover the costs associated with reservation of capacity to the location for which re-service has been requested. If restoration of service is not requested, the monthly fees will accumulate until the total balance equals the amount of the Impact Fee for new service to the property. After this time the service equipment may be removed by the District and any future request for service to the property shall be treated as an application for new service.

- (C) **Performance of Work.** The District shall install/reinstall all taps and equipment necessary to provide standard service within sixty (60) working days after approval and receipt of payment of all quoted fees and charges and all completed required documentation (including executed easement form). This time may be extended for installation of facilities and equipment necessary to serve a request for non-standard service or due to weather or other emergencies. As it pertains to initial activation of service, the District may not install a water meter, unlock a water meter or otherwise establish or re-establish water service to any property without the owner of such property or other person who has management or control of the subject property being physically present at the time that water service is established in order to inspect or observe the property for possible water leaks or water usage that, if left unattended, could cause water or other damage to the property.

- (D) **Customer Service Inspections.** The District shall require a Customer Service Inspection (CSI) of an Applicant's property and private water distribution facilities to ensure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. [see Section B.8]. A CSI Fee will be charged at the time of the inspection per Section G of these Rules and Regulations. As a result of a CSI, the District may require at the customer's expense that a backflow prevention device be installed, inspected, tested, and provide all required documentation to the District prior to activation of service. [see 30 TAC § 290.46(j)]. Thereafter the homeowner shall have **required annual** inspections performed by a qualified person which will be responsible for reporting the results of the inspection and recertification through the third party vendor assigned by the District. Should the homeowner's qualified person fail to provide proof of testing and recertification within the third party vendor, after proper notice from the District, the District may schedule the testing and recertification at the homeowner's expense. The homeowner shall be billed for this on their monthly water/wastewater bill, the applicable fees per Section G. Failure to pay this billed fee may result in disconnection of service by the District.

4. Activation of Non-Standard Service

Activation of Non-Standard Service will be based on the terms and conditions identified and agreed to within the executed WNSSA/WWNSSA.

5. Changes in Service Classification

If at any time the District determines that the service classification of a customer has changed from that originally applied for and that additional or different facilities are necessary to provide adequate service, the District shall require the customer to re-apply for service under the terms and conditions of these Rules and Regulations. Customers failing to comply with this provision shall be subject to Disconnection with Notice under subsection 12(A) below.

6. Owners and Tenants

The owner of property designated to receive service according to the terms of these Rules and Regulations is responsible for all fees and charges due the District for service provided to such property. If an owner has an existing billing agreement for rental accounts, the District may bill a tenant for service as a third party, but the owner remains fully responsible. No new alternate billing agreements will be allowed. As specified herein, deposits shall be paid by both the owner and a tenant that receive service according to the terms of these Rules and Regulations.

7. Refusal of Service

(A) The District may refuse to serve an Applicant for the following reasons:

- (1) Failure of an Applicant to complete all required easement forms and pay all required fees and charges;
- (2) Failure of an Applicant to comply with the rules, regulations and policies of the District, including but not limited to the failure to pay amounts due the District for another location in the District.
- (3) Existence of a hazardous condition at the Applicant's property which would jeopardize the welfare of other customers of the District upon connection;
- (4) Failure of an Applicant to provide representatives or employees of the District reasonable access to property, for which service has been requested;
- (5) Failure of Applicant or Transferee to provide proof of ownership, to the satisfaction of the District, of property for which the tap has been requested;
- (6) Failure of an Applicant to comply with all of the District Rules and Regulations on file with the state regulatory agency governing the service applied for by the Applicant; or
- (7) The District has determined that the Applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided.

8. Applicant's Recourse

In the event the District refuses to serve an Applicant under the provisions of this section, the District shall inform the Applicant in writing of the basis of its refusal and that the Applicant may file a written complaint pursuant to the District's grievance procedures. See Section 17 of this Section E.

9. Deferred Payment Agreement

The District may enter into a Deferred Payment Agreement, not to exceed a term of six (6) months. **These payment arrangements must be set up prior to 5PM on the due date (10th) for the month when the payment is due. These payment arrangements may be made for water consumption only.** The customer must pay the base rate and applicable fees prior to a Deferred Payment Agreement being initiated. There will be a \$10 per month administrative fee for each month the arrangement exists. There is no penalty for paying the arrangement off early. All Deferred Payment Agreement payments and the current bill must be paid before 5PM on the due date (10th monthly) or the agreement will be considered broken, and all applicable amounts will be due or the customer will be subject to disconnect immediately.

10. Charge Distribution and Payment Application

- (A) **Base Rate.** The applicable Base Rate shall be charged for the billing period from the first day of the billing cycle to the last day of the billing cycle. Charges may be prorated for meter installations and service terminations falling during the billing period. Billings for this amount shall be mailed on or about the twenty-eighth (28th) day of the month preceding the month for which this charge is due. All active service connections shall be subject to this charge whether or not there is use of service.
- (B) **Consumption Charge.** A Consumption Charge shall be billed at the rate specified in Section G and shall be calculated to the gallon. Charges for water and wastewater usage are based on monthly meter readings and are calculated from reading date to reading date. The District shall take all meter readings used in calculating billing.
- (C) **Posting of Payments.** All payments shall be posted against previous balances prior to posting against current billings.

11. Due Dates, Delinquent Bills, and Service Disconnection Date

- (A) **Billing Cycle.** The District shall mail all bills and/or send e-bill notifications no later than the twenty-eighth (28th) day of the month. All bills shall be due and payable upon receipt and are past due after 5:00PM on the 10th day of the month or the next business day after a weekend or District Holiday, after which time a penalty shall be applied pursuant to Section G. Payment for utility service is delinquent if the full payment, including the late fees and regulatory assessments, are not received by 5:00PM on the due date regardless of the payment method. Payment made using the District's online service or phone payment (IVR) must be posted by 5:00PM on due date in order to be considered paid by due date. If the twenty-eighth falls on a weekend or holiday, bills shall be mailed no later than the preceding workday. The District assumes no responsibility for delays resulting from the United States Postal Service and/or email receipt.
- (B) **Delinquent Billing Cycle.** Delinquent notices shall be mailed after the payment due date (10th of each month or the next business day if the date falls on a weekend or District Holiday) allowing approximately ten (10) additional days for payment prior to disconnection. The disconnect date shall generally be during the fourth week of the month. A schedule of all disconnection dates will be posted on the District's website, at the administrative offices and on at least one billing statement. A non-payment fee shall be applied, and service shall be subject to disconnect if payment is not received at the District office before **7:00AM CST** on the day of disconnect indicated on the delinquent bill. Payments made, regardless of payment method, must be posted before **7:00AM CST** on the day of

disconnect to avoid disconnection and non-payment fee. The non-payment fee will be assessed regardless of physical disconnection of services.

12. Rules for Disconnection of Service

The following describes the rules and conditions for disconnection of service. For the purpose of disconnecting wastewater service under these policies, water service will be terminated in lieu of disconnecting wastewater service. In instances of non-payment of wastewater service charges or other wastewater service violations by a customer that does not receive water service from the District, the District has the option to disconnect the wastewater tap or take other appropriate actions as determined by the District.

(A) **Disconnection with Notice.** Water service may be disconnected after proper notice for any of the following reasons:

- (1) Failure to pay a delinquent account for utility service provided by the District, failure to timely provide a deposit, or failure to comply with the terms of a Deferred Payment Agreement;
- (2) Violation of the District's rules pertaining to the use of service in a manner which interferes with the service of others;
- (3) The operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation;
- (4) Failure to comply with the terms of a service agreement, Non-Standard Service Contract or these Rules and Regulations;
- (5) Failure to provide District personnel or designated representatives access to a meter or to property at which water service is received for purposes of inspecting and verifying the existence of potentially hazardous conditions or policy violations;
- (6) Any misrepresentation of fact by an Applicant or customer on any form, document or agreement required by the District;
- (7) Or failure to re-apply for service upon notification by the District that customer no longer meets the service classification originally applied for under the original service application.

(B) **Disconnection Without Notice.** Water service may be disconnected without prior notice for the following reasons:

- (1) Where a known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of Chapter 341 of the Health and Safety Code and regulations adopted pursuant thereto, or where the District has reason to believe a dangerous or hazardous condition exists and the customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition [see Sections E.3(d), E.22; 30 TAC § 290.46 (j)];
- (2) Where service is connected without authority by a person who has not made application for service or has been approved for service;

- (3) Where service has been reconnected without authority, including but not limited to, following termination of service for nonpayment; or
- (4) In instances of tampering with the District's meter or equipment, by-passing the meter or equipment, or other diversion of service.
- (5) A threat to perform or actual performance of: (a) bodily injury to any District employee, agent or representative or (b) damage to any District property. The display of any firearm or other weapon in a confrontational, menacing or threatening manner shall be deemed to be a threat to perform bodily injury regardless of the condition of said firearm or weapon.

Service shall be discontinued without further notice when installations of new facilities or repair of existing facilities are found to be in violation of this regulation until such time as the violation is corrected.

(C) **Disconnection Prohibited.** Utility service may not be disconnected for any of the following reasons:

- (1) Failure to pay for merchandise or charges for non-utility service provided by the District, unless there is an agreement whereby the customer guaranteed payment of non-utility service as a condition of service or the District has a contract with another governmental unit to collect for services rendered to the customer by such other government unit such as water, wastewater, or solid waste services, etc.;
- (2) Failure to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
- (3) Failure to pay charges arising from an under billing due to any misapplication of rates more than six (6) months prior to the current billing;
- (4) Failure to pay the account of another customer as guarantor thereof, unless the District has in writing the guarantee as condition precedent to service;
- (5) Failure of the customer to pay charges arising from an under billing due to any faulty metering, unless the meter has been tampered with or unless such under billing charges are due under subsection 18 below (Inoperative Meters);
- (6) Failure of the customer to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the District is unable to read the meter due to circumstances beyond its control; or
- (7) In response to a request for disconnection by an owner of rental property where the tenant is billed directly by the District as authorized by the owner, and the renter's account is not scheduled for disconnection under the rules for disconnection of service in these Rules and Regulations.

(D) **Disconnection on Holidays and Weekends.** Unless a dangerous condition exists or the customer requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when District personnel are not available to the public for the purpose of making collections and reconnecting service.

- (E) **Disconnection Due to Utility Abandonment.** The District may not abandon a customer or a certificated service area without written notice to its customers and all similar neighboring utilities and has obtained approval from the TCEQ or successor agencies. However, any customer whose service has been cut for failure to pay a delinquent account for utility service for 30 days or more will be considered to have permanently surrendered that meter (forced surrender). The meter will be pulled, the deposit applied, and the account closed. Any outstanding balances may go to collections. CCSUD may engage a third-party collector to pursue outstanding balances and credit reporting as applicable. Any attempt to reestablish the account will start over with an application and payment of all fees and charges required of a new customer, including Impact Fees if none were paid for the previous meter. If the prior owner is the Applicant, all past fees, penalties and charges must be made current.
- (F) **Disconnection Due to Illness or Disability.** The District may not discontinue service to a delinquent residential customer permanently residing in an individually metered dwelling unit when that customer establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. To avoid disconnection under these circumstances and waiver of the late fee, the customer must provide an original written statement from a treating physician to the District the day prior to the due date (10th of the month). Service may be disconnected in accordance with subsection 12 (A & B) of section E if the next month's bill and the past due bill are not paid by the due date of the next month's bill, unless the customer enters into a Deferred Payment Agreement with the District.
- (G) **Disconnection of Master-Metered Accounts.** When a bill for service to a master-metered account customer is delinquent, the following shall apply:
- (1) The District shall send a notice to the customer as required. This notice shall also inform the customer that notice of possible disconnection will be provided to the customer's tenants or occupants of the master metered property in five (5) days if payment is not rendered before that time.
 - (2) At least five (5) days after providing notice to the customer, and at least five (5) days prior to disconnection, the District shall post notices stating "Termination Notice" in public areas of the master-meter property to notify tenants or occupants of the scheduled date for disconnection of service. The tenants or occupants may pay the District for any delinquent bill on behalf of the customer/account to avert disconnection or to reconnect service to the master-meter property.
- (H) **Disconnection of Temporary Service.** When an Applicant with temporary service fails to comply with the conditions stated in the service agreement or provisions of these Rules and Regulations, the District may terminate temporary service with notice.
- (I) **Payment During Disconnection.** District employees or designated representative in the field are not allowed to accept/collect payment of a bill.

13. NSF/Return Payment/Check Policy

The District does not accept post-dated checks. Payment by check and/or bank draft which has been rejected for insufficient funds, closed account, or for which a stop payment order has been issued is not deemed to be payment to the District. The District shall call the phone number or send an email to the contact information on file in an attempt to resolve the matter. The District may also mail, via the U.S. Postal Service, notice that the returned instrument must be redeemed and an additional returned check fee and any applicable fees, including but not limited to late fees or non-payment fee paid at the District office within

ten (10) days of the date of the notice or the District shall file charges with the County District Attorney. Redemption of the returned instrument and payment of the returned check fee shall be made by credit card, cash, money order, or certified check. Failure to meet these terms shall result in disconnection of service. A customer shall be considered a bad credit risk for having an instrument returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period, and shall be placed on a “cash-only” basis for a 12-month period during which the District will only accept payment by means of a credit card, certified check, money order or cash.

In the event that a payment by check which has been rejected for insufficient funds, closed account, or for which a stop payment order has been issued was presented to avoid disconnection or to reconnect a disconnected account, the water service shall be disconnected unless the customer can be contacted and the matter resolved within one business day.

14. Billing Cycle Changes

The District reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, bills shall be sent on the new change date unless otherwise determined by the District.

15. Back-Billing

If a customer was undercharged, the District may back bill the customer for the amount which was under billed. The back billing shall not exceed six (6) months unless such undercharge was the result of meter tampering, bypass, or diversion of service by the customer as defined in subsections 21 and 22 below of Section E. If the under billing is \$25 or more, and the undercharge was not the result of tampering, the District shall offer to enter into a Deferred Payment Agreement with such customer for the same length of time as that of the under billing. In cases of meter tampering, bypass, or diversion of service, the District may, but is not required to, offer a customer a deferred payment plan.

16. Disputed Bills

In the event of a dispute between a customer and the District regarding any monthly bill, the dispute shall be resolved or disposed of in accordance with the Grievance Procedures set forth in the following Subsection 17, except as follows:

- (A) Notice of the bill dispute must be submitted to the District, in writing within 30 days of the statement date, and a payment equal to the customer’s average monthly usage at current rates must be received by the District prior to the due date posted on the disputed bill.
- (B) The customer shall not be required to pay the disputed portion of a bill which exceeds the amount of that customer’s average monthly usage at current rates pending the completion of the determination of the dispute. For purposes of this subsection, the customer’s average monthly usage shall be the average of the customer’s usage for the preceding 12-month period. Where no previous usage history exists, consumption for calculating the average monthly usage shall be estimated on the basis of usage levels of similar customers under similar conditions.
- (C) Notwithstanding any other section of these Rules and Regulations, a utility customer’s service shall not be subject to discontinuance for non-payment of that portion of a bill under dispute pending the

completion of the determination of the dispute. The customer is obligated to pay any billings not disputed as established in Section E.12 of these Rules and Regulations (relating to Disconnection of Service).

- (D) If a customer pays via bank draft payment, the customer must provide the District written notice of customer's intent to terminate payment by bank draft at least five (5) business days prior to the due date. Failure to provide written notice will result in the scheduled draft from the bank account on file.
- (E) If the customer makes automatic payments via credit/debit card it is the customer's sole responsibility to add a credit card to initiate automatic payments, as well as to remove existing cards or substitute new ones within the payment system. The District does not have access to perform these actions on the customer's behalf.

17. Grievance Procedures

The District's standard policy for any and all claims filed is that the District is a political subdivision of the State of Texas and as such enjoys immunity from suit and liability for alleged claims; the District does not intend to waive its immunity protections beyond waiver pursuant to the Texas Tort Claims Act. In addition to the procedure provided in sections 101.101-101.107 of the Texas Civil Practice and Remedies Code, any aggrieved party will have an opportunity to voice concerns or grievances to the District by the following means and procedures:

- (A) The aggrieved party must first submit written notice to the authorized staff member stating the concern or grievance and the requested result within 30 days of the alleged occurrence. The authorized staff member shall investigate the matter and provide a response to the aggrieved party within fourteen (14) business days after receipt of the written notice of grievance. In the event that the aggrieved party is not satisfied with the resolution, the aggrieved party may proceed with the next step of this procedure.
- (B) The aggrieved party must submit a written appeal stating the concern or grievance and the desired result to the Office Manager within seven (7) days after receipt of the response from the authorize staff member as stated in (A). The Office Manager shall investigate the matter and provide a response to the aggrieved party within fourteen (14) business days after receipt of the written appeal. If the aggrieved party is not satisfied with the resolution provided by the Office Manager, the aggrieved party may appeal to the General Manager in writing stating the concern or grievance and the desired result within seven (7) days after the receipt of the response from the Office Manager.
- (C) If the General Manager does not resolve the grievance to the satisfaction of the aggrieved party, the party may appeal the General Manager's decision, in writing, to the President of the Board of Directors for disposition. The written notice of appeal must be submitted to the District within seven (7) days after the date of the General Manager's written response to the notice of grievance.
- (D) Upon receipt of an appeal, the President of the Board of Directors shall review the request and determine the best means by which the grievance shall be resolved. The President may direct that a grievance be heard by the Board of Directors for final disposition, or initially by District staff appointed by the President and serving in an advisory capacity to the Board of Directors. The President shall also determine a reasonable time and place for the grievance to be heard by the Board of Directors, but such hearing shall take place within sixty (60) days of the date that the President received the written notice of appeal. Final disposition by the Board of Directors shall be reported to the aggrieved party in writing.

- (E) If under this subsection an aggrieved party contests a charge or fee as sole or partial basis of a grievance, the contested charge or fee shall be suspended until such time as the grievance is satisfactorily resolved by the General Manager, the deadline for delivering an appeal to the President of the Board of Directors has passed, or the Board of Directors has rendered its final disposition of the dispute. This provision does not apply to disputed monthly bills pursuant to subsection 16 above.

18. Inoperative Meters

Water meters found inoperative will be repaired or replaced by the District within a reasonable time. If a meter is found not to register for any period, unless by-passed or tampered with, the District shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

19. Bill Adjustment Due to Meter Error

The District shall test any customer's meter upon written request of the customer. In the event the meter tests within the accuracy standards of The American Water Works Association, a meter test fee as prescribed in Section G of this Order shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate (has over charged the customer), the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter's inaccuracy as determined by the test.

20. Leak Adjustment Policy

In the event that the amount of a customer's monthly bill is higher than normal due to **leakage**, the customer may submit a written leak adjustment request to the District. The District may choose to bill for leakage at an adjusted rate. An account is only allowed one: (1) singular adjustment during a continuous 12-month billing period, and the adjustment shall be for no more than two month's billing cycles if a leak occurs across two billing cycles. For a parcel or adjacent parcels under common ownership, the General Manager shall have the sole and unappealable discretion to make adjustments over three billing periods. . Leak adjustments are per account, and only the affected account is eligible for consideration of a leak adjustment. Irrigation leaks are considered homeowner maintenance and will **not** be eligible for a leak adjustment. This includes, but is not limited to sprinkler heads, sprinkler tubing, sprinkler valves, irrigation controllers, emitters, fittings, drip irrigation tubing, and drip irrigation manifolds. The following conditions apply:

- (A) The amount of excess water usage reflected in the contested bill must be at least two (2) times the average monthly usage for that customer;
- (B) The customer must submit documentary evidence that the leak has been repaired, such as a statement from a plumber and/or receipt(s) for parts purchased to repair the leak; and
- (C) The customer has not received a leak adjustment during the twelve (12) months prior to the request, regardless of the number of meters serving the customer's property or properties.

Meter Tampering and Diversion of Service

All meters connected to the District's water system are the sole property of the District and shall be provided, owned, installed and maintained by the District. Meter tampering, bypassing a meter or service

equipment, and diversion of service are prohibited. Meter tampering, bypass, or diversion shall be defined as tampering with a meter or service equipment causing damage or unnecessary expense to the District, bypassing a meter or service equipment, or other instances of diversion of service, such as:

- (A) Installing a meter or service equipment without written authorization from the District;
- (B) Removing or altering locks or shut-off devices installed by the District to discontinue service;
- (C) Removing, altering or physically disorienting a meter or service equipment; inserting or attaching objects to a meter or service equipment to bypass or divert service;
- (D) Other electrical and/or mechanical means of tampering with, by-passing, or diverting service;
- (E) Connecting or reconnecting service without District authorization; or connecting to the service line of an adjacent customer of the District.

In addition to any other penalties or remedies provided for in these Rules and Regulations or under Texas civil law, persons who tamper with meters or divert service and unauthorized users of District services may be prosecuted to the extent allowed by law under Texas Penal Code § 28.03 (Criminal Mischief) or § 31.04 (Theft of Service) as appropriate.

21. Damage to District Facilities

- (A) **Damage to Meter and Appurtenances.** No person other than a duly authorized employee or agent of the District shall be permitted to tap or make any connection to the water distribution lines of the District's water system, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, meter box, tap, pipe, cock or other fixture connected with the water system, or any manhole, main, trunk or appurtenance of wastewater system. The District reserves the right, immediately and without notice, to remove the meter or disconnect water service to any Customer whose meter has been tampered with and to assess an equipment damage fee to the Customer under Section G of these Rules and Regulations.
- (B) **Right to Repair.** The District reserves the right to repair any damage to the water and wastewater systems without prior notice and to assess against any Customer causing the damage such penalties as is provided for by law and these Rules and Regulations, in addition to those charges necessary to repair system damage.

22. Meter Relocation

The District shall permit the relocation of meters or services provided that:

- (A) The relocation is limited to the requesting customer's existing property designated to receive service;
- (B) A current easement for the proposed location has been granted to the District;
- (C) Service capacity is available at the proposed location; and

- (D) The customer pays a Meter Relocation Fee and any additional costs that may be incurred by the District to relocate the meter. [see Section G]. In order to improve the operations of the District, the District may relocate a meter at any time at no cost to the customer.

23. Prohibition of Multiple Connections to a Single Tap

No more than one (1) residential, commercial or industrial service connection is allowed per 5/8" meter per Texas Administrative Code (30 TAC) [291.44(d)(4)]. The District may require the owner of a multi-unit building or dwelling, an apartment building, mobile home/RV park or other commercial account to apply for a single meter as a "Master Metered Account" pursuant to Section E.2(C)(3) of these Rules and Regulations. Any unauthorized sub-metering or diversion of service shall be considered a "multiple connection" and subject to disconnection of service. If the District has sufficient reason to believe a multiple connection exists, the District shall discontinue service under the Disconnection with Notice provisions in Section E.12(A) above.

24. Customer Responsibilities

- (A) **District Access to Meters.** Customers shall allow District employees and designated representatives access to meters for the purpose of reading, testing, installing, maintaining and removing meters and using utility cutoff valves. If access to a meter is hindered so that the District is prevented from the reading of the meter, an estimated bill shall be rendered to the customer for the month and a notice of the hindrance shall be sent to the customer. If access is denied for three (3) consecutive months after notice to the customer, then service shall be discontinued, and the meter removed with no further notice. [see Section E.3 (D)].
- (B) **Compliance with On-Site Service and Plumbing Requirements for Water.** Customers shall be responsible for complying with all District, local, state and federal codes, requirements and regulations concerning on-site service and plumbing facilities.
- (1) All connections shall be designed to ensure against back-flow or siphonage into the District's water system. In particular, livestock water troughs shall be plumbed above the top of the trough with an air space between the discharge and the water level in the trough. [30 TAC § 290.46].
- (2) The use of pipe and pipe fittings that contain more than 0.25% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the District's facilities. Customer service pipelines shall be installed by the Applicant. [30 TAC § 290.46].
- (C) **Compliance with On-Site Service and Plumbing Requirements for Wastewater.** Each Development has its own unique design, engineering needs and requirements. Therefore, the Requirements for Compliance with the Specific Development's On-Site Service and Plumbing are contained in Exhibit B of these Rules and Regulations.
- (D) **Payment on Multiple Accounts.** A customer owning more than one service connection shall keep all payments current on all accounts. Failure to maintain current status on all accounts shall be enforceable as per the Service Application and Agreement executed by the customer.
- (E) **Extent of District Ownership and Maintenance.** The District's ownership and maintenance responsibility of water distribution and metering equipment shall end at a customer's meter nipple.

Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the District shall be subject to charges pursuant to these Rules and Regulations.

- (F) **Cut-off Valve Requirement.** The District shall require each customer to have a cut-off valve on the customer's side of the meter for purposes of isolating the customer's service pipeline and plumbing facilities from the District's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). **The customer's use of the District's curb stops or other similar valve for such purposes is prohibited. A customer shall be subject to charges for any damage to the District's meter or other service equipment.**

25. Prohibited Plumbing Practices

- (A) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination will be isolated from the public water system by an air gap or an appropriate backflow prevention device.
- (B) No cross-connection between the water supply and a private water system is permitted. These potential threats to the public drinking water supply must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- (C) No connection which allows water to be returned to the public drinking water supply is permitted.
- (D) No pipe or pipe fitting which contains more than two-tenths of one percent (0.02%) lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- (E) No solder or flux which contains more than two-tenths of one percent (0.02%) lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- (F) District added latest version of unified plumbing code or locality rules.

26. Excluded Flow and Waste

- (A) No waste material, which is not biologically degradable, will be permitted to be discharged into the District's facilities, including mud and debris accumulated during service line installation.
- (B) No industrial wastes other than domestic sewage shall be discharged into the District's wastewater system unless approved in writing by the Board of Directors. No toxic wastes, backwash wastes from water softener(s), wastes which would damage the collection and treatment facilities or wastes which would interfere with the waste treatment process shall be discharged into the District's wastewater system.
- (C) Industrial wastes shall not be discharged into the District's wastewater system. No cooling water shall be discharged into the District's wastewater system.
- (D) No downspouts, yard or street drains, or gutters will be permitted to be connected into the District's wastewater system.
- (E) No ground water drains, water softener drains, foundation drains, or other subsurface drains shall be connected in the District's wastewater system.
- (F) No effluent drains from existing and/or abandoned septic tanks or field lines will be permitted to remain in service.

27. Water Service Connections

- (A) Applications for water service connections shall be filed with the District on approved forms. Applicants shall meet all District requirements for service, including the grant of any necessary water and wastewater easements (as determined by the District) and the installation of a cut-off valve at the expense of the service Applicant.
- (B) No person, other than District employees or designated representatives, shall be permitted to tap or make any connection with the mains or service lines of the District's water system, or make any repairs or additions to or alterations in any tap, pipe, cock or other fixture connected to a water service line.
- (C) A customer must allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections will be conducted by the District prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during the District's normal business hours. The customer must, at the customer's expense, properly install a backflow prevention device as required by the District.
- (D) All costs to extend or oversize District water mains or service lines to serve any residential or commercial user or any undeveloped area within the District shall be the sole responsibility of the property owner and/or Applicant/Assignee requesting service.

28. Standards for Water Service Lines

The following standards govern the installation of customer service lines for water service to residences or commercial buildings within the District:

- (A) All new residential or commercial connections to the District's water system shall be made in accordance with previous subsection 28 and the Rules and Regulations for Public Water Systems issued by the TCEQ, or successor agencies as set forth in Subchapter D, Chapter 290, Title 30 of the Texas Administrative Code. In the event of a conflict between the provisions of subsection 29 and TCEQ's or successor agencies' Rules and Regulations for Public Water Systems, the more stringent shall apply.
- (B) Water service lines shall be of Type "K" copper or polyvinyl chloride PVC DR 18 as approved by the District. Fittings used with Type "K" copper service lines shall be of the flared or compression type. Fittings used with PVC service lines shall be in accordance with the pipe manufacturer's specifications.
- (C) Separation distances between water and wastewater service lines shall be in accordance with 30 TAC §290.44(e).
- (D) Installation of water and wastewater service lines in a "shared" trench is prohibited.
- (E) A minimum of four feet (4') of Type "K" soft copper pipe shall be installed at the end of the water service line at the connection to the water meter.
- (F) Water service lines shall be bedded with a minimum of 6" of well graded crushed stone or pea gravel below the pipe. The trench bottom and walls shall be cleared of all protruding rocks which could damage the pipe before the crushed stone bedding is placed.

- (G) A District-owned water meter and a District-approved meter box shall be installed by the District or its designated representative.
- (H) Potable water supply piping, water discharge outlets, backflow prevention devices, or similar equipment shall not be located to make possible the submergence of such equipment in any contaminated or polluted substance.
- (I) Lawn sprinkling systems, swimming pools with an auto-fill device, and/or a well(s) shall be equipped with an approved reduced pressure zone (RPZ) device installed on the customers' side. After installation, the District will require a passing backflow test and customer service inspection which must be submitted through VEPO, the District's third-party vendor which owns and maintains a data base necessary for tracking backflow prevention and cross-connection control.
- (J) The District's water system shall be protected from swimming pools being filled by a hose. A vacuum breaker must be installed on the hose bib used to fill the pool.
- (K) Upon the installation of a service line, a request for inspection shall be made to the District's office, and the line shall not be back-filled or placed into service until the District has inspected and approved of the installation. The District shall perform the inspection within forty-eight (48) hours of receiving the request, under normal conditions.
- (L) Back filling of service line trenches must be accomplished within twenty-four (24) hours of inspection and approval, and no debris will be permitted in any service line trench.

29. Wastewater Service Connections

- (A) Applications for wastewater service connections shall be filed with the District on approved forms. All Applicants for wastewater service shall grant an easement to the District which shall own and maintain the "on property" wastewater facilities, and associated discharge piping from the Septic Tank Effluent Pump (STEP) station to the wastewater low pressure force main or service line. The property owner or Applicant/Assignee shall be required to construct the customer service line from the foundation of the residence or commercial building to the STEP station "on property" wastewater facilities.
- (B) The Property Owner or Applicant/Assignee shall construct all wastewater service facilities from the "on property" STEP station of a residence or commercial building to the District's wastewater service line, which installation shall include the all-necessary equipment necessary to properly collect, treat, and discharge the wastewater stream received from the property.
- (C) The Applicant shall grant an easement to the District and such access to the property designated to receive service as may be reasonably necessary for the District to maintain the "on property" STEP station and low-pressure wastewater connection to the force main to serve the residential or commercial building thereon. The District shall designate the locations of the "on property" wastewater facilities on the property.
- (D) The District may remove all grass, bushes, shrubs, soil and other fixtures necessary to maintain the "on property" wastewater facilities. The District shall have no obligation to repair, replace or replant any grass, bushes, shrubs, soil or fixtures removed or damaged during maintenance of the "on property" wastewater facilities.
- (E) The District shall inspect all physical connections of a residence or commercial building to the District's wastewater system prior to release for service. Pursuant to these Rules and Regulations, a property

owner or Applicant/Assignee requesting service shall be responsible for payment of the following fees and charges relative to the connection of wastewater lines:

- (1) all costs for the acquisition and/or installation of the “on property” wastewater facilities located at each property to the District’s main wastewater line, located within an easement granted by the property owner to the District, including but not limited to wastewater pumps, tanks, fittings, valves, piping and electrical service;
 - (2) the monthly electrical service costs to provide electrical service to the “on property” wastewater facilities, said electrical costs are included in the monthly Operations and Maintenance Base Rate per Section G; and
 - (3) a tap inspection fee per Section G for connection of the “on property” wastewater facilities to the District’s main wastewater line, which inspection shall be made solely by the District or the District’s designated representative.
- (F) “On property” wastewater facilities shall be placed within fifty feet (50’) of the foundation of the residence or commercial building to be served. The District shall make a reasonable attempt to consult with each property owner about locations for the “on property” wastewater facilities; however, the final location of the “on property” wastewater facilities shall be made solely by the District in consultation with the property owner or Applicant/Assignee, based on the practical limitations of construction.
- (G) All costs to extend or oversize District wastewater mains or service lines to serve any residential or commercial user or any undeveloped area within the District shall be the sole responsibility of the property owner and/or Applicant/Assignee requesting service. From and after June 23, 2015, all new customers of the District shall connect to wastewater facilities that are available within three hundred feet (300’) of the property of any new customer. In addition, such new customers are prohibited from the installation of private on-site wastewater holding or treatment facilities.
- (H) From and after June 23, 2015, all new developments within the District’s service area shall be required to connect to the District’s wastewater collection system, when feasible and appropriate. Providing water service to any new subdivision or development by the District without requiring wastewater collection facilities to be constructed therein shall be considered an exception, requiring compelling evidence that the public health and environment will be protected for the long term.
- (I) A property owner that has already installed an on-site wastewater holding or treatment facility on land within the District’s service area is required to connect to the District’s wastewater collection system when the District’s wastewater collection system is contiguous or adjacent to the property owner’s property line. Costs for any and all modifications or changes to the existing on-site wastewater holding or treatment system to accommodate the District’s wastewater treatment facility shall be the responsibility of the property owner and/or Applicant/Assignee.

30. Standards for Wastewater Service Lines

All new residential or commercial connections to the District’s wastewater system shall be made in accordance with the District’s Rules and Regulations and the Rules and Regulations for Public Water Systems issued by the TCEQ or successor agencies as set forth in Subchapter D, Chapter 217, Title 30 of the Texas Administrative Code. In the event of a conflict between the provisions of subsection 30 and the TCEQ’s or successor agencies’ Rules and Regulations for Public Water Systems, the more stringent shall apply.

31. Standards Details for Service Facilities

All water and wastewater service facilities shall be constructed in accordance with the Water Standard Details and Wastewater Standard Details attached to these Rules and Regulations incorporated herein by reference. In the event of a conflict between these standard details and any other provision of these Rules and Regulations, the standard details shall apply. In the instance that a standard detail is required for a portion of the installation of a water or wastewater service facility, the District or District's authorized representative shall be notified, and such standard detail shall be provided.

32. Penalties and Enforcement

- (A) Penalties. Any person violating any provision of this Section E, as amended, may be subject to a fine of \$500.00 or more for each violation. Each day that a violation of this Section E is permitted to exist shall constitute a separate violation. A penalty under this section is in addition to any other penalty or remedy provided by the laws of the State of Texas or these Rules and Regulations [Texas Water Code § 49.004(a) and Texas Gov't Code § 27.031(a)(1)].
- (B) Liability for Costs. Any person violating any provision of this Section E shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation and the District's enforcement thereof. If the District prevails in any suit to enforce these Rules and Regulations, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court.
- (C) No Waiver. The failure on the part of the District to enforce any section, clause, sentence, or provision of these Rules and Regulations shall not constitute a waiver of the right of the District later to enforce any section, clause, sentence, or provision of these Rules and Regulations.

SECTION F: DEVELOPMENT, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS

1. District Limitations

All Applicants/Assignees shall recognize that the District must comply with state and federal laws and regulations as promulgated from time-to-time, and with covenants of current indebtedness. The District is not required to extend retail utility service to any Applicant requesting standard service to a lot or tract in a subdivision where the Applicant/Assignee responsible for the subdivision has failed to comply with the requirements of the District's subdivision service extension policies and non-standard service requirements set forth in this section.

2. Purpose

It is the purpose of this section to define the process by which the specific terms and conditions for service to subdivisions and other kinds of non-standard service are determined, including the non-standard service Applicant's and the District's respective costs. For purposes of this section, the term "Applicant/Assignee" shall refer to a developer or person that desires to secure non-standard service from the District. The Applicant/Assignee must be the same person or entity that is authorized to enter into a contract with the District setting forth the terms and conditions pursuant to which non-standard service will be furnished to the property. In most cases, the Applicant/Assignee will be the owner of the property for which non-standard service is sought. An Applicant/Assignee other than the property owner must furnish evidence to the District that the Applicant/Assignee has authority to request non-standard service on behalf the owner, or that it otherwise has authority to request non-standard service for the property.

3. Application of Rules

This section is applicable to subdivisions, additions to subdivisions, commercial, industrial, and governmental developments, and any situation where additional service facilities are required to serve a single tract of property. Examples of non-standard service to a single tract of land include, without limitation, service requests that require road bores, extensions to the District's Production System, service lines exceeding two inches (2") internal diameter in size, service lines exceeding twenty feet (20') in length, or which require a meter larger than 5/8 inch for service. Most nonresidential service applications will be considered non-standard by the District at its sole discretion. For purposes of these Rules and Regulations, applications subject to this section shall be defined as "non-standard." This section may be altered or suspended for facility expansions constructed by the District at its expense. The District's General Manager shall interpret, on an individual basis, whether or not an Applicant's service request shall be subject to all or part of the conditions of this section. For purposes of this section the term "project" includes subdivisions, additions to subdivisions, and commercial, industrial, and governmental developments.

This section sets forth the general terms and conditions pursuant to which the District will process non-standard service requests. The specific terms and conditions pursuant to which the District will provide non-standard service in response to any request will depend upon the nature of such request and may be set forth in a contractual agreement to be entered between the District and Applicant/Assignee. Unless specifically approved by the District's Board of Directors, a non-standard service contract may not contain any terms or conditions that conflict with these Rules and Regulations.

4. Feasibility Study Service Application Process

- (A) **Project Packet.** The Applicant/Assignee contacts the District to receive planning requirements for water and/or wastewater service and general information about the District's service capability. The Applicant/Assignee will receive a Feasibility Study Service Application packet.
- (B) **Application Submission and Fees.** The Applicant/Assignee submits its completed Feasibility Study Service Application packet, supporting documentation, and non-refundable payment for feasibility study to the District office. All plans and re-submittals shall only be delivered to the District offices or via email to the District. Under no circumstance shall the Applicant/Assignee deliver plans directly to the District consulting engineer. The District reserves the right to increase the review payment for non-typical applications requiring additional administrative, engineer or legal review, as the initial payment is used for work product. The District will send an invoice once additional funds are necessary.
- (C) **Staff Review.** The District staff and the District consulting engineers will review the nonstandard service application together with plans, schedules, data or other materials filed with the District supporting the application and provide feedback to the Applicant/Assignee regarding service capability, development fees within Rules and Regulations, and any necessary changes in plans. The Applicant/Assignee should expect at least 30 days for this process.
- (D) **Non-Standard Service Agreement or ("NSSA").** Following the completion of staff review, the District's Board of Directors may review and vote on approval of the NSSA during a public meeting of the District Board of Directors. Construction of water and/or wastewater improvements shall not commence until the District approves the Applicant's/Assignee's NSSA and all fees required to be paid pursuant to the NSSA are paid to the District. The balance of all applicable fees shall be paid as agreed upon in the NSSA.
- (E) **District Water Use Prohibition.** Under no circumstances shall the District provide any water to the project for construction, testing, or other purposes until the District has approved a NSSA for the project, and the Applicant/Assignee has paid all fees and costs then due and payable pursuant to these Rules and Regulations and the NSSA.

5. Facilities Design

Design Requirements. Upon receipt of a completed Feasibility Study Service Application packet and Feasibility Study Fee, the District shall study the design requirements of the Applicant's/Assignee's required facilities before preparing a NSSA in accordance with the following:

- (A) The District's consulting engineer may design, or review and approve, plats and plans for all on-site facilities for the Applicant's/Assignee's requested service in accordance with the District's specifications and any applicable municipal or other governmental codes and specifications. The consulting engineer shall notify the Applicant/Assignee in writing of any necessary changes to Applicant's/Assignee's proposed plats and/or plans. Allow a minimum of thirty (30) days for the review process. Any off-site facilities will be designed by the District's consulting engineer as well as storage facilities, tanks, booster facilities as outlined in the NSSA.
- (B) The Applicant's/Assignee's consulting engineer shall ensure that all on-site facilities to be constructed by the Applicant/Assignee meet the demands for service as requested by the Applicant/Assignee. The District reserves the right to upgrade and/or oversize the planned service facilities to meet future

customer demands. The method of compensation is in the sole discretion of the District as outlined in the NSSA.

- (C) Water and wastewater line size and location will be determined by the District, whose determination is final.
- (D) All potable water distribution systems including pump stations, mains and both ground and elevated storage tanks, shall be designed, installed, and constructed in accordance with applicable regulatory agency standards and current American Water Works Association (AWWA) standards with reference to materials to be used and construction procedures to be followed. In the absence of AWWA standards, commission review may be based upon standards of the American Society for Testing and Materials (ASTM), commercial and other recognized standards utilized by licensed professional engineers.
- (E) All newly installed pipes and related products must conform to the American National Standards Institute/National Sanitation Foundations (ANSI/NSF) Standard 61 and must be certified by an organization by the ANSI.
- (F) All plastic pipes for use in public water systems must also bear the National Sanitation Foundation Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 pounds per square inch (psi) or a standard dimension ratio of 18 or less.
- (G) Any water line extensions constructed by an Applicant/Assignee shall be constructed completely across (property line to property line) the side of the subdivision or development which is contiguous and adjacent to the road or street on which the main entrance to the project is located.
- (H) The water system shall be designed to afford effective circulation of water with a minimum of dead ends. All dead-end mains shall be provided with acceptable flush valves and discharge piping, and all temporary dead-ends should have flush valves. The District may permit dead ends, when necessary, as a stage in the growth of the water system, but they shall be located and arranged to ultimately connect the ends to provide circulation. [30 TAC § 290.44(d)(6)].

6. Prepayment of Certain Fees Required

An Applicant/Assignee for non-standard service shall pre-pay certain fees in accordance with the following:

- (A) On or before the date that a NSSA is executed for the construction of service facilities required to provide service to the Applicant's/Assignee's project or a phase thereof, the Applicant/Assignee shall pay the District a sum of money equal to the following: one-half (½) of the Impact Fee, required by Section G of these Rules and Regulations, multiplied by the total number of Living Unit Equivalents (LUEs) to be developed or located in the project or phase, as applicable or as outlined in the NSSA. Payment of the foregoing sum is a mandatory prerequisite to the commencement of construction of the water and/or wastewater infrastructure of the project.
- (B) Before the Applicant's/Assignee's project or a phase thereof is approved and accepted by the District, the Applicant/Assignee shall pay to the District the remaining fees due the District which have not been paid by the Applicant/Assignee, including without limitation the remaining balance of the Impact Fees due under the previous subsection (A). This requirement is a mandatory prerequisite to the initiation of water and/or wastewater service to the project pursuant to a NSSA.
- (C) Subsequent purchasers of individual lots shall pay a meter installation fee, administrative fee, a deposit and other applicable fees as required under Section G of these Rules and Regulations upon applying to the District for activation of service to individual lots.

7. Non-Standard Service Agreement

Applicants/Assignees requesting or requiring non-standard service shall be required to execute a written NSSA. The District shall prepare and deliver the NSSA to the Applicant/Assignee within a reasonable time period as determined by the complexity of the project. The NSSA shall define the terms of service prior to construction of required service facilities for the project and may include, without limitation, provisions for the following:

- (A) Payment of all costs associated with required administration, design, construction and inspection of facilities for water and/or wastewater service to the project;
- (B) Procedures by which the Applicant/Assignee shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project;
- (C) Amount and payment of capital contributions required by the District in addition to other costs required under this section;
- (D) Terms by which the Applicant/Assignee shall indemnify the District from all third-party claims or lawsuits arising from or related to the project;
- (E) Terms by which the Applicant/Assignee shall dedicate all constructed service facilities to the District and by which the District shall assume operation and maintenance responsibility, including any enforcement of warranties related to construction of the service facilities;
- (F) Terms by which the Applicant/Assignee shall grant title or easements to the District for rights-of-way, constructed service facilities, and service facility sites, and/or terms by which the Applicant/Assignee shall provide for the securing of required rights-of-way and sites;
- (G) Terms by which the District shall review and approve any applicable NSSA, Three-Way Contract or any other contract related to the project pursuant to current rules, regulations, and policies of the District; and
- (H) Terms by which the District shall administer the Applicant's/Assignee's project with respect to:
 - (1) The design of the Applicant's/Assignee's service facilities;
 - (2) Securing and qualifying bids;
 - (3) Execution of the contract;
 - (4) Selection of a qualified bidder for construction;
 - (5) Dispensing advanced funds for construction of facilities required for the Applicant's/Assignee's service;
 - (6) Inspecting construction of facilities; and
 - (7) Testing facilities and closing the project.

The District and Applicant/Assignee must execute a NSSA before construction of service facilities for the project is commenced. In the event that the Applicant/Assignee commences construction of any such facilities prior to execution of the contract, the District may refuse to provide service to the Applicant/Assignee (or require full costs of replacing/repairing any facilities constructed without prior execution of the contract from any person buying a lot or home from Applicant/Assignee), require that all facilities be uncovered by the Applicant/Assignee for inspection by the District, require that any facilities not approved by the District be replaced, or take any other lawful action determined appropriate by the Board of Directors.

8. Property and Easement Acquisition

With regard to construction of facilities, the District shall require utility easements on private property as per the following conditions:

- (A) If the District determines that easements or facility sites outside the Applicant's/Assignee's property are required, the Applicant/Assignee shall use all due diligence to secure easements or facility sites on behalf of the District. All easements and property titles shall be researched, validated, and recorded by the District at the expense of the Applicant/Assignee.
- (B) All costs associated with facilities that must be installed in public rights-of-way on behalf of the Applicant/Assignee, due to the inability of the Applicant to secure utility easements, shall be paid by the Applicant/Assignee. The District reserves the right to secure utility easements or facility sites by eminent domain on its own initiative. The Applicant/Assignee shall pay all costs, including legal and other professional fees and the condemnation award in the event the District determines that a public necessity exists to secure private utility easements or facility sites in order to provide service to the Applicant's/Assignee's project through eminent domain proceedings.
- (C) The District shall require a perpetual utility easement on the Applicant's property (as required by the size of the planned facilities and as determined by the District) and title to property required for other on-site facilities.
- (D) Easements and facilities sites shall be prepared by the Applicant for the construction of the District's pipeline and facility installations in accordance with the District's requirements and at the expense of the Applicant/Assignee.

9. Contractor Selection and Qualification

(A) Selection.

Applicants/Assignees shall choose one of the following methods for selection of a contractor to construct water and/or wastewater facilities required by the District to serve a project:

- (1) The Applicant/Assignee may select a qualified contractor. The District reserves the right to reject any contractor selected by the Applicant/Assignee in accordance with the criteria set forth in the following subsection 9 (B); or
- (2) The District's consulting engineer shall advertise for bids for the construction of the Applicant's/Assignee's proposed facilities in accordance with generally accepted practices including, but not limited to, the use of electronic posting for bidding purposes and related notifications. The Applicant/Assignee shall provide the District with a sufficient number of plans and specifications, without charge, for prospective bidders. The District reserves the right to reject any bid or contractor, the District shall generally award the contract to the lowest and best bidder in accordance with the criteria set forth in the following subsection (B). After the Applicant/Assignee has executed the NSSA, the Applicant shall pay to the District all costs necessary for completion of the project's service facilities prior to construction and in accordance with the terms of the NSSA.

(B) Qualification Criteria.

- (1) The Applicant/Assignee shall sign the NSSA noting Applicant's/Assignee's willingness to proceed with the project and shall pay all costs in advance of construction associated with the project.
- (2) The contractor shall provide an adequate bid bond under terms acceptable to the District;

- (3) The contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the District;
- (4) The contractor shall supply favorable references acceptable to the District;
- (5) The contractor shall qualify with the District as competent to complete the work; and
- (6) The contractor shall provide adequate certificates of insurance as required by the District.

10. Construction

- (A) All road work shall be completed in accordance with applicable state, county and/or municipal standards prior to construction of project service facilities to avoid future problems resulting from road right-of-way excavation and completion. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of Applicant's service facilities.
- (B) The District shall, at the expense of the Applicant, inspect the service facilities to ensure compliance with District standards. If the District determines that water and/or wastewater facilities are not being constructed in accordance with the plans and specifications approved by the District or the District's standards, then the District reserves the right to stop construction until the defective work has been corrected or replaced.
- (C) Construction plans and specifications shall be strictly adhered to, but the District reserves the right to revise any specifications by change-order due to unforeseen circumstances during the design phase or to better facilitate construction and/or operation of the project service facilities. All change order amounts shall be charged to the Applicant/Assignee.

11. Dedication and Acceptance of Service Facilities

Upon proper completion and testing of an Applicant's/Assignee's on-site and off-site service facilities, final inspection and approval thereof by the District, and Applicant's/Assignee's payment to the District of all required fees and charges in connection therewith, the Applicant/Assignee shall dedicate the service facilities to the District by an appropriate legal instrument approved by the District's attorney, and the District shall accept the dedication. The District shall thereafter own the service facilities subject to Applicant's maintenance bond in an amount of not less than twenty percent (20%) of the total construction cost of the service facilities and for a term of not less than two (2) years. The maintenance bond is subject to prior approval by the District's attorney.

12. Service within Subdivisions

The District's obligation to provide service to any customer located within a project governed by this Section F is limited to the service specified in the NSSA. The Applicant/Assignee is responsible for paying for all costs necessary to provide non-standard service to a project as determined by the District under the provisions of these Rules and Regulations, and in particular, the provisions of this section and the NSSA. Should the Applicant fail to pay these costs, the District has the right to require payment of these costs by any one or more of the persons purchasing lots within such subdivision before the District is obligated to provide water and/or wastewater service to the subdivision. Applicant/Assignee is required to notify

respective buyers in writing of its failure to pay these costs. In addition, the District may elect to pursue any remedies provided by the NSSA and the laws of Texas.

13. Service to Large Water Users

It is the purpose of this section to define the process by which the specific terms and conditions for service to Large Water Users are determined. The term “Large Water Users” shall refer to a facility that uses in excess of 0.0275 million gallons per day (MGD). Large Water Users will be furnished service pursuant to a non-standard service agreement (NSSA)

The following sets forth the general terms and conditions pursuant to which the District will process Large Water Users service requests:

- A. **Board Approval:** Initial water service applications for Large Water Users require direct approval from the Board. The Board must approve said initial water service application by a simple majority vote at a public hearing after all application material has been made public and posted on the District’s website for 30 days prior to said public hearing.
- B. **Usage Hard Caps:** Applicants are prohibited from consuming more than **120% of the monthly amount** specified in their original application.
- C. **Final Approval of Non-Standard Service Agreement (NSSA) for Large Water Users:** Following the application process, and after the proposed final draft of the NSSA has been posted on the District’s website for 90 consecutive days, and open for public comment for three consecutive public hearings, the District’s Board of Directors may review and vote on approval of a NSSA for a Large Water User. Approval of said NSSA requires a simple majority vote by the Board of Directors at a public hearing.

13.1 Enforcement and Surcharge for Large Water Users

The following define a tiered surcharge system for Large Water Users who exceed their NSSA-authorized volume:

- A. **First Violation:** If the applicant exceeds the NSSA-authorized delivery volume for any month, a surcharge equal to **200%** of the monthly water charges.
- B. **Continued Violations:**
 - 1. **Repeated Violations** - defined as beginning in the third month a Large Water User exceeds the delivery volume authorized by their NSSA, equal to **350%** of monthly charge.

2. **Supply Limitations** – the General Manager is vested with discretion to restrict or terminate deliveries in the event a customer exceeds its NSSA-authorized delivery volume.
- C. **Service Suspension:** Continued non-compliance may lead to the installation of water-restricting devices or total suspension of water service at the sole discretion of the General Manager.

[The remainder of this page was intentionally left blank]

SECTION G: RATES AND SERVICE FEES

(UNLESS SPECIFICALLY DEFINED IN THESE RULES AND REGULATIONS, ALL FEES, RATES, AND CHARGES AS STATED SHALL BE NON-REFUNDABLE.)

1. Classes of Users

- (A) All users of the District's water and wastewater services shall be grouped into the following classes:
- (1) Standard, which consists of Residential users located within the District or served by the District on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary.
 - (2) Non-Standard, which consists of any Residential user whose service is not referenced in (1) above, and Developments, Commercial and Industrial users located within the District or served by the District and to which service to a non-residential structure is provided or existing standard users whose condition of service has caused their condition to be changed to Non-Standard per Section E.5.
- (B) The intent of the billing is to assess water charges in such a manner that each class of users generally pays its share of debt service and operation and maintenance expenses for water service. The District may create additional classes of users in the future at its discretion.
- (C) All classes of users may be grouped into sub-classes according to the meter size provided to their residence and/or commercial/Industrial establishment.

2. Capacity/Engineer/Feasibility Study Fee

The District shall conduct a service investigation for each service application submitted to the District. An initial determination shall be made by the District as to whether the request is for standard or non-standard service. An investigation shall then be conducted by the District and the results reported under the following terms:

- (A) **Standard Service Requests.** All standard service requests shall be investigated with a charge based on all applicable costs for providing service and shall be quoted in writing to the Applicant within ten (10) working days of application. Applicant/Assignee shall pay a fee which is dependent and determined by the depth of the study required as well as an administration fee due at time of submitting an application. Quote will contain Study fee and time to complete study.
- (B) **Non-Standard Service Requests.** All non-standard service requests shall be investigated with a charge based on all applicable costs for providing service and shall be quoted in writing to the Applicant within fifteen (15) working days of application. Applicant/Assignee shall pay a fee which is dependent and determined by the depth of the study required as well as an administration fee due at time of submitting an application. The quote will contain Study fee and time to complete study.
- (1) Providing cost estimates of the project for off-site infrastructure, storage tanks, booster pumps or other appurtenances;

- (2) Presenting detailed plans and specifications as per final plat;
- (3) Advertising and accepting bids for the project if the District is responsible for bidding the project;
- (4) Preparing a NSSA between the District and Applicant/Assignee; and
- (5) Providing other services as required by the District for such investigation.

The Study Fee is to cover the District's expenses related to a service application, including but not limited to, District staff time and legal and engineering expenses. Any costs related to a Feasibility Study Service Application that exceed the initial Study Fee paid will be billed to the Applicant/Assignee with payment due within 30 days from the date of invoice. Any costs incurred by the District arising from the District's use of independent consultants (including, but not limited to engineers and attorneys acting on behalf of the District) to review, approve or prepare a NSSA and any supporting plans and specification will be billed to the Applicant/Assignee at the District's actual cost plus an administrative fee equal to 15% of such actual costs. All such fees, costs or expenses of the District will be due and payable by the Applicant/Assignee within 30 days following the District's date of invoice.

3. Deposits

(A) **Initial Payment and Amount.** At the time an application for service is approved, the Applicant shall pay a Deposit to be held by the District, without interest, until settlement of the customer's final bill. The Deposit will be used to offset unpaid charges or bills.

(1) Residential Service Applicants.

- a. The Deposit for residential water service connection is determined by meter size.

The District's customers may be subject to a deposit increase once their account has been charged a third (3rd) non-payment fee within a consecutive 24-month period. The increase will be incremental depending on the meter size. The customer may be required to pay this increased deposit prior to restoring water service.

- b. In addition to the deposit paid by the owner of property served by a residential water service connection, the Deposit for residential water service connection of a tenant is determined by meter size.
- c. The Deposit for residential wastewater service connection is determined by the service unit.

(2) Commercial and Nonresidential Service Applicants

- a. The Deposits for commercial and nonresidential water and/or wastewater service, including Master Metered Accounts, shall be based on the equivalent to a residential water service connection or meter equivalent as determined by the District.
- b. If actual monthly billings of a commercial or nonresidential customer are more than twice the amount of the estimated billings at the time service was established, a new deposit

amount may be calculated, and an additional deposit may be required to be made within thirty (30) days after the issuance of written notice.

(B) **Re-establishment of Deposit.** Every service Applicant who has previously been a customer of the District whose service has been discontinued for nonpayment of bills, meter tampering, bypassing of meter or failure to comply with applicable state regulations or regulations of the District shall be required, before service is resumed, to pay all amounts due the District and/or execute a payment agreement, if offered by the District, and shall be required to pay a deposit.

(C) **Refund of Deposit.** If service is not connected, or after disconnection of service, the District shall refund the Landowner's deposit, if any, within 45 days provided the customer has given the District written notice of a forwarding address and after the entire balance has been satisfied. All requests for Deposit refunds shall be made in writing and must be delivered to the District within ninety (90) days of termination of service. In the event that an outstanding balance exists, the District shall attempt to collect the outstanding balance by all lawful means available. Any outstanding balances may go to collections. the District may engage a third-party collector to pursue outstanding balances and credit reporting as applicable.

4. Easement Fee

When the District determines that private way utility easements and/or easements for facility sites are necessary to provide service to an Applicant/Assignee, the Applicant/Assignee shall be required to secure such easements on behalf of the District and/or pay all costs incurred by the District to validate, clear and obtain such easements, including but not limited to legal fees, acquisition fees, and court costs, in addition to tap fees otherwise required pursuant to the provisions of these Rules and Regulations and/or as stated in the NSSA. [See Sections E.2(C)(2) and F.7(G)].

5. Impact Fee

A charge or assessment imposed by the District against new development and/or new accounts for each LUE to generate revenues to pay debt services and/or recoup the costs of existing and/or new water sources. These fees are non-refundable, non-transferable to another property and/or project, will not be collected by the District from customers to reimburse to the Applicant/Assignee or previous account holder(s), are not grandfathered, and will not be in any way a part of the calculations for infrastructure/construction reimbursement/credit.

(A) Standard Service.

- (1) Water Impact Fees are assessed on a per LUE (Living Unit Equivalent) bases. One (1) LUE = 300 gallons per day of demand.
- (2) In addition to the charges assessed herein, the District may charge the Applicant for any extraordinary expenses including but not limited to expenses such as, the cost of water meters larger than 5/8-inch, road bores, street crossings, line extensions, system improvements, and/or pipeline relocations under Section E.2(C)(6) of these Rules and Regulations.
- (3) Wastewater Impact Fees are based on standard wastewater service plus the actual costs of all labor, materials for construction, installation, inspection of a tap, and/or connection to the District's wastewater collection system.

(B) Non-Standard Service.

- (1) The Impact Fee for non-standard water service which, for the purpose of this section and all sections where Non-Standard Service or NSSA term is stated, is defined to be retail water service by the District to land that is deemed as Non-Standard by the District as described in Sec.G.1.A.(2) or being developed pursuant to the Texas Local Government Code that at the time of platting was not being provided with water service by the District or any Commercial or Industrial customer, shall be determined by LUE count and/or as determined by the District based on all relevant factors including but not limited to the supply, pumping, storage and treatment capacity required for the Development compared to the amount of unrestricted capacity available in the District's system.
- (2) The Wastewater Impact Fee for non-standard wastewater service in an area developed or being developed that at the time of platting was not being provided with wastewater service by the District, shall be based on all relevant factors including but not limited to the supply, pumping, storage and treatment capacity required for the Development compared to the amount of unrestricted capacity available in the District's system.
- (3) Prior to the installation of any facilities to which Non-Standard Impact Fees will apply, the Applicant/Assignee shall execute a NSSA/WWNSSA (as applicable) with the District.

6. Water Acquisition Fee

A charge or assessment imposed by the District against new development and/or new accounts for each LUE to generate revenues to pay debt services and/or recoup the costs of existing and/or new water sources. These fees are non-refundable, non-transferable to another property and/or project, will not be collected by the District from customers to reimburse to the Applicant/Assignee or previous account holder(s), are not grandfathered, and will not be in any way a part of the calculations for infrastructure/construction reimbursement/credit.

7. Storage Recovery Fee

A charge or assessment imposed by the District against new development and/or new accounts for each LUE to generate revenues to pay debt services and/or recoup the costs of existing and/or new storage. These fees are non-refundable, non-transferable to another property and/or project, will not be collected by the District from customers to reimburse to the Applicant/Assignee or previous account holder(s), are not grandfathered, and will not be in any way a part of the calculations for infrastructure/construction reimbursement/credit.

8. Monthly Charges

(A) Water Service. The District shall assess monthly charges for water service:

- (1) **Base Rate.** The Base Rate is that portion of a customer's monthly bill which is paid for the opportunity of receiving utility service, excluding standby fees and reserved service charges, which do not vary due to changes in service consumption.
- (2) **Consumption Charge.** In addition to the Base Rate, customers shall be assessed a Consumption Charge for water usage during any one billing period.

(B) **Wastewater Service.** The District shall assess monthly charges for wastewater service:

- (1) **Base Rate.** The Base Rate is that portion of a customer's monthly bill which is paid for the opportunity of receiving utility service, excluding standby fees and reserved service charges, which do not vary due to changes in service consumption.
- (2) **Consumption Charge.** In addition to the Base Rate, customers shall be assessed a Consumption Charge for wastewater service during any one billing period.

(C) **Regulatory Assessment.** In accordance with TCEQ or successor agencies regulations, the District shall collect from each customer a regulatory assessment equal to 0.5% of the monthly charges for water and wastewater service. [See 30 TAC § 291.76(d)(3)].

(D) **Credit/Debit Card Fee.** All customers who use a credit/debit card, regardless of whether one time or a recurring auto-payment online or through the IVR to pay the District, will be subject to a convenience fee charged by the processing merchant. This fee will be solely the customers' responsibility and non-refundable by the District.

(E) **CRWA Bond Fee.** A monthly fee assessed per customer account and paid to the Canyon Regional Water Authority by the District to fund, in part, the long-term water supply for the District.

(F) **R&R Depreciation Fee.** A monthly fee assessed per customer account to fund, in part, repair and replacement of assets of the District.

(G) **Debt Service.** A monthly fee assessed per customer account to pay, in part, the District's debts to TWDB, USDA and CoBank.

(H) **Texas Commission on Environmental Quality (TCEQ) Regulatory Compliance Fee.** A monthly fee assessed per customer account to pay for, in part, costs incurred by the District to comply with TCEQ regulations and testing requirements.

9. Standby Fee

The Standby Fee is a monthly charge imposed on undeveloped property (a tract, lot or reserve in the District to which no water or wastewater connections have been made and for which water or wastewater facilities and services are available). The District may charge a Standby Fee to owners of undeveloped property.

10. Late Payment Fee/Payment Arrangement Fee

A late charge shall be applied to past due balances, if any, on each customer's monthly statement per customer account.

When a payment agreement is executed, the late fees are suspended, and there will be a per month fee for each month that the agreement exists. There is no penalty to pay early; the amount must be paid on time with current bill(s) during the entire term of the payment arrangement/agreement. [See Section E. 9.]

11. Returned Check Fee

In the event a check, draft, or any other similar instrument is given by any person for payment of services provided for in these Rules and Regulations, and the instrument is returned by the bank or other similar

institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge.

12. Service Trip Fee

The District may charge a Service Trip Fee for any service call or trip to a customer's tap as a result of a request by the customer/tenant/owner/property management company, unless the service call concerns damage to District equipment or facilities, or for the purpose of disconnecting due to non-payment (addressed in the non-payment fee section).

The following are examples of but are not limited to:

- If a customer contacts CCSUD regarding an issue and is unwilling or unable to verify that the issue is not on the customer's side of the meter, a District operator may be dispatched, and a Service Trip Fee may be charged.
- If a customer contacts the District regarding an issue and advises that the problem is not on the customer's side, and a District operator is dispatched, then the issue is later determined to be on the customer's side of the meter, a Service Trip Fee may be charged.
- If a request is made by the customer/tenant/owner/property management company for a District operator to visit the account location for any reason, a Service Trip Fee may be charged. This may include locating a meter/meter box, turning off the District's curb stop, and/or an investigation for a customer requested meter relocation.
- If the District finds it necessary to inspect a location for damages, a Service Trip Fee may be charged.

Each Service Trip may incur a fee per trip.

13. Equipment Damage Fee

The District may charge a service fee in addition to all labor, material, equipment, and all other actual costs necessary to repair or replace all equipment damaged due to negligence, meter tampering or bypassing, reconnecting service without authority or other service diversion, or the discharge of wastes which the District's wastewater system cannot properly treat. The utility may charge for all actual costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of such charges shall be provided to the customer. In cases of meter tampering or service diversion, the District may disconnect the service of a customer refusing to pay damage charges.

14. Customer History Report Fee

A fee shall be charged to provide a copy of the customer's record of past water purchases in response to a customer's request for such a record.

15. Meter Installation Fee

The Meter Installation Fee shall include all labor and installation for a single meter and the cost will be based on the meter size.

16. Meter Test Fee

The District shall test a customer's meter upon the written request of the customer. A Service Trip Fee plus actual test charges shall be imposed on the affected account if the meter is determined to be within the accuracy limits (per AWWA Standards).

17. Meter Relocation Fee

The fee for moving a meter from one location to another under the terms of Section E.24 shall be the actual costs incurred by the District plus administrative charges.

18. Temporary Service Charges

(A) Hydrant Meter Rental

A non-refundable rental fee shall be charged for temporary water service issued for use of a hydrant meter. Applicants shall also pay water rates defined in Section G 8. (A.) and all other applicable fees or charges set forth in these Rules and Regulations. Service may be denied by the District during stages of drought.

(B) Hydrant Meter Deposit

At the time an application for service is approved, the Applicant shall pay a Deposit to be held by the District, without interest, until settlement of the customer's final bill. The Deposit will be used to offset unpaid charges/bills and/or damages.

19. Non-Disclosure Fee

A fee may be assessed, to the extent allowed by law, to any customer requesting in writing that personal information under the terms of these Rules and Regulations not be disclosed to the public.

20. Information Disclosure Fee

All public information except that which has been individually requested as confidential shall be available to the public for a fee to be determined by the District based on the level of service and costs to provide such information, but not to be inconsistent with the terms of the Texas Publication Information Act: Chapter 552, Texas Government Code.

21. Transfer Fee

The District shall charge a Transfer Fee when applicable to cover administrative costs. Applicants/Assignees obtaining service due to Transfer, Merger or Acquisition of CCN Territory from an adjoining public utility's CCN shall not be charged a deposit upon the approval by the appropriate state agency of such Sale, Transfer or Merger (STM). No deposit or transfer fee shall apply as long as the account is and remains in good credit standing. However, should the account go into default for any reason and/or should service to the account be discontinued due to non-payment of water charges, the account must complete a new service application and pay all customer deposit fees in order to reinstate service to the property.

22. Franchise Fee Assessment

A fee as determined and contractually agreed upon by and between the District and the municipality and/or other government entities empowered to do so, of the amount billed for water service will be assessed each customer whose meter is located inside the corporate limits of a municipality that imposes a franchise tax on the District.

23. Additional Assessments

In the event any federal, state or local government imposes on the District a per meter fee or an assessment based on a percent of water/wastewater charges, this fee or assessment will be billed and collected as a “pass through” charge to the customer.

24. Other Fees

- (A) All services outside the normal scope of utility operations that the District may be compelled to provide at the request of a customer shall be charged to the recipient based on the cost of providing such service.
- (B) If an existing customer subdivides its property or otherwise transfers a portion of the customer's property to another, whether according to an approved plat or otherwise, the customer must notify the District. If the transferee of such property seeks service, the transferor customer shall pay all actual costs for the District to install a minimum 6" distribution line and road bore from the District's supply main if requested by the District. Customers failing to comply with this provision shall be subject to Disconnection with Notice under Section E.12.(A).
- (C) If the District determines that an Applicant's property is subdivided or otherwise transferred to the Applicant from a single property tract within five years prior to making a standard service connection request, whether according to an approved plat or otherwise, the Applicant must pay all actual costs for the District to install a minimum 6" distribution line and road bore from the District's supply main if requested by the District as a condition for standard service.

25. Voluntary Surrender Fee

The District shall charge a Voluntary Surrender Fee to cover administrative costs when water service is not needed for location/address.

26. Non-payment Fee

The District shall charge a Non-Payment Fee when the account is not paid before 7AM on the disconnection day.

27. Customer Service Inspection Fee

The District shall charge a Customer Service Inspection Fee to cover inspection costs.

28. Backflow Prevention Assembly Test Fee

The District may charge a Backflow Prevention Assembly Test Fee to cover testing fees which are required annually. The District allows the customer to purchase private inspections from qualified sources.

If the customer touches the meter/meter box/The District's shut off or any other components of the meter equipment, and damage occurs, any costs associated with that damage are payable to the District by the customer. These charges may be added to the customer's account and failure to pay the damages could result in disconnection of the customer's provided services.

Installation of pressure reducers on the customer's side is solely the cost and responsibility of the customer.

29. Non-refundable Administrative Fee

A non-refundable administrative fee may be charged to all customers as applicable for all applications and studies. the District does not accept incomplete applications.

30. After Hours Reconnect Fee

The District may charge an After Hours Reconnect Fee for any service call or trip to a customer's tap as a result of a request by the customer/tenant/owner/property management company to be reconnected after normal business hours. (This charge only applies to the After Hours Reconnect Fee as a result of non-payment disconnection.)

31. Developer Inspection Fee

The District shall charge a Developer Inspection Fee for each trip to cover inspection costs, unless otherwise stated as part of a Non-Standard Service Agreement.

32. Easement Administration Fee

The District may charge an Easement Administration Fee plus third-party costs as applicable to cover the cost of recording new easements in the land records of the county.

33. Encroachment Fee

This District may charge an Encroachment Fee to any customer to construct private improvements (Encroachments or Encumbrances) within the District's easement.

Rates and Fees Table

	<u>Description</u>	<u>Amount</u>
1.	Classes of Users	N/A
2.	Capacity/Engineer/Feasibility Study Fee	TBD
3.	Water Deposits	
	5/8" (Standard) - Owner	\$300
	5/8" (Standard) – Tenant	\$400
	3/4"	\$450
	3/4" – Tenant	\$550
	1"	\$750
	1" – Tenant	\$850
	1 ½"	\$1,500
	1 ½" – Tenant	\$1,600
	2"	\$2,400
	2" – Tenant	\$2,500
	3"	\$10,500
	3" – Tenant	\$10,600
	4"	\$19,500
	4" – Tenant	\$19,600
	6"	\$42,000
	6" – Tenant	\$42,100
	<i>once an account has been charged a third (3rd) non-payment fee within a consecutive 24-month period</i>	
	5/8" (Standard)	\$450
	3/4"	\$675
	1"	\$1,125
	1 ½"	\$2,250
	2"	\$3,600
	3"	\$15,750
	4"	\$29,250
	6"	\$63,000
	Wastewater Deposit	\$100
4.	Easement Fee	TBD

5.	Impact Fee	
	<i>Water</i>	
	5/8" (Standard)	\$5,163
	3/4"	\$7,744.50
	1"	\$12,907.50
	1 1/2"	\$25,815
	2"	\$41,304
	3"	\$180,705
	4"	\$335,595
	6"	\$722,820
	<i>Wastewater</i>	\$2,500
6.	Water Acquisition Fee	
	5/8" (Standard)	\$8,490
	3/4"	\$12,735
	1"	\$21,225
	1 1/2"	\$42,450
	2"	\$67,920
	3"	\$297,150
	4"	\$551,850
	6"	\$1,188,600
7.	Storage Recovery Fee	
	5/8" (Standard)	\$2,405
	3/4"	\$3,607
	1"	\$6,012
	1 1/2"	\$12,025
	2"	\$19,240
	3"	\$84,175
	4"	\$156,325
	6"	\$336,700
8.	Monthly Charges	
	<i>Base Rate</i>	
	5/8" (Standard)	\$53.99

	3/4"	\$80.99
	1"	\$134.98
	1 1/2"	\$269.95
	2"	\$431.92
	3"	\$1,889.65
	4"	\$3,509.35
	6"	\$7,558.60
	<i>Consumption Charge</i>	
	GALLONS for RESIDENTIAL	Cost per 1,000 GALLONS
	1 to 5000	\$7.27
	5000.1 to 10000	\$8.00
	10000.1 to 20000	\$9.52
	20000.1 to 50000	\$12.85
	50000.1 to 70000	\$16.43
	More than 70000	\$17.13
	GALLONS for NON-RESIDENTIAL	Cost per 1,000 GALLONS
	1 to 5000	\$8.00
	5000.1 to 10000	\$8.81
	10000.1 to 20000	\$10.48
	20000.1 to 50000	\$14.15
	50000.1 to 70000	\$18.08
	More than 70000	\$18.86
	<i>Wastewater Services</i>	
	Base Rate for RESIDENTIAL	\$38.94
	Water usage > or = 5,000 gallons	60% at \$5.81/1,000
	Water usage < 5,000 gallons	60% at \$5.28/1,000
	Base Rate for NON-RESIDENTIAL	\$47.52
	Water usage 60% per 1,000 GALLONS	\$7.33
	<i>Regulatory Assessment</i>	0.5% of monthly charges
	<i>CRWA Bond Fee</i>	
	5/8" (Standard)	\$13.21
	3/4"	\$14.53
	1"	\$17.17
	1 1/2"	\$23.78

	2"	\$31.70
	3"	\$103.04
	4"	\$182.30
	6"	\$380.45
	<i>R&R Depreciation Fee</i>	
	5/8" (Standard)	\$6.95
	3/4"	\$7.65
	1"	\$9.04
	1 1/2"	\$12.51
	2"	\$16.68
	3"	\$54.21
	4"	\$95.91
	6"	\$200.16
	<i>Debt Service</i>	
	5/8" (Standard)	\$14.00
	3/4"	\$15.40
	1"	\$18.20
	1 1/2"	\$25.20
	2"	\$33.60
	3"	\$109.20
	4"	\$193.20
	6"	\$403.20
	<i>TCEQ Regulatory Compliance Fee</i>	
	5/8" (Standard)	\$1.32
	3/4"	\$1.45
	1"	\$1.72
	1 1/2"	\$2.38
	2"	\$3.17
	3"	\$10.30
	4"	\$18.22
	6"	\$38.02
9.	Standby Fee	TBD
10.	Late Payment Fee	\$20.00 or 15.0% (whichever is greater)
	Payment Arrangement Fee	\$10

11.	Returned Check Fee	\$30
12.	Service Trip Fee	\$125
13.	Equipment Damage Fee	TBD
14.	Customer History Report Fee	\$10
15.	Meter Installation Fee	
	5/8" (Standard)	\$700
	3/4"	\$700
	1"	\$1,075
	1 1/2"	\$1,400*
	2"	\$1,650*
	3"	TBD
	4"	TBD
	6"	TBD
	*Plus cost of additional parts required	
16.	Meter Test Fee	\$125+ Third party cost
17.	Meter Relocation Fee	\$300
18.	Temporary Service Charges	
	<i>Hydrant Meter Rental</i>	\$500
	<i>Hydrant Meter Deposit</i>	\$1,600
19.	Non-Disclosure Fee	\$5
20.	Information Disclosure Fee	TBD
21.	Transfer Fee	\$50
22.	Franchise Fee Assessment	TBD
23.	Additional Assessments	TBD
24.	Other Fees	TBD
25.	Voluntary Surrender Fee	\$100
26.	Non-payment Fee	\$150
27.	Customer Service Inspection Fee	\$150
28.	Backflow Prevention Assembly Test Fee	\$125
29.	Non-refundable Administrative Fee	\$50
30.	After Hours Reconnect Fee	\$100
31.	Developer Inspection Fee	\$70
32.	Easement Administration Fee	\$70+ Third party cost

33.	Encroachment Fee	\$50 per foot
-----	-------------------------	---------------

[The remainder of this page was intentionally left blank]

APPENDIX A: RELATED DOCUMENTS LINKS

WATER DETAILS:

<https://crystalclearsud.org/construction-guidelines>

WATER SPECIFICATIONS:

<https://crystalclearsud.org/construction-guidelines>

WASTEWATER DETAILS:

<https://crystalclearsud.org/construction-guidelines>

STANDARD WATER MAIN NOTES:

<https://crystalclearsud.org/construction-guidelines>

STANDARD WASTEWATER NOTES:

<https://crystalclearsud.org/construction-guidelines>

WATER CONSERVATION AND DROUGHT CONTINGENCY AND PLAN:

<https://crystalclearsud.org/drought-contingency>

[The remainder of this page was intentionally left blank]