

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
REGIONAL WATER AND WASTEWATER SYSTEMS  
SCHEDULE FOR RATES, FEES, CHARGES  
AND TERMS AND CONDITIONS  
OF WATER AND WASTEWATER SERVICES  
  
(WTCPUA RATE TARIFF)**

This schedule for rates, fees, charges and terms and conditions of service (“Schedule” or “WTCPUA Rate Tariff”) is effective as of the 19th day of March 2012, for water and wastewater service within the WTCPUA service area for the WTCPUA Regional Water and Wastewater Systems (“System”) described and/or depicted in the Appendices, attached hereto.

## **SECTION 1.0 - GENERAL PROVISIONS**

### **Section 1.01. Jurisdiction**

The West Travis County Public Utility Agency ("WTCPUA") is a public utility agency governed by Chapter 572 of the Texas Local Government Code. It is organized and created by concurrent ordinance of Hays County, the City of Bee Cave, and West Travis County Municipal Utility District No. 5. It exercises the powers granted by Chapter 572 and the concurrent ordinance, including authority to own and operate a water and wastewater utility system.

### **Section 1.02. Service Area**

The WTCPUA may sell and deliver potable treated water in accordance with this Schedule within the WTCPUA water service area for the System, which service area ("Water Service Area"), is generally described or depicted in Appendix A. The Water Service Area is comprised of the Highway 71 Water System Service Area and the Highway 290 Water System Service Area. The Highway 71 Water System Service Area and Highway 290 Water System Service Area are more particularly depicted in Appendix A.

The WTCPUA may provide wastewater services in accordance with this Schedule within the WTCPUA wastewater service area for the System, which service area ("Wastewater Service Area"), is generally described or depicted in Appendix B.

The WTCPUA will provide service in accordance with Chapter 13 of the Texas Water Code.

The Water and Wastewater Service Areas, as described or depicted in Appendix A and Appendix B, may be amended from time to time at the discretion of the WTCPUA, subject to approval by regulatory authorities as applicable. Any amendments will automatically amend this Schedule without further action or proceeding.

The WTCPUA may provide water or wastewater services outside of the Water or Wastewater Service Areas at the discretion of the WTCPUA where such service inside and outside of the Water or Wastewater Service Areas is within the capacity of the water treatment plant or the wastewater treatment plant and is within the wastewater quality requirements established herein, and can be practically and economically provided.

### **Section 1.03. Non-Discrimination Policy**

The WTCPUA will provide potable water and wastewater service to all persons applying for such service ("Applicants") who comply with the terms and conditions for service set forth or referenced in this Schedule regardless of race, creed, color, national origin, sex, or marital status.

### **Section 1.04. Applicability of Policies**

The Policies, Rules, and Regulations ("Policies") described or referenced in this Schedule apply to the terms and conditions of treated water and wastewater services furnished by the WTCPUA and may be amended from time to time by the WTCPUA's Board of Directors. The Policies include, but are not limited to, the WTCPUA Water Utilities Conservation and Drought Contingency Plan and "Memorandum of Understanding (MOU)". Such rules, regulations, and policies as amended from time to time, are adopted and incorporated into the Policies provided herein by reference for all purposes. Copies of all Policies are available upon request by the Customer. The WTCPUA has the authority to deny or to discontinue services if the Applicant or the Customer fails to observe these Policies, terms or conditions. The Policies are incorporated in this Schedule, and any reference to "Schedule" includes both this Schedule and the Policies.

### **Section 1.05. Variances**

The Board of Directors may in its sole discretion grant variances to any provision in this Schedule or the WTCPUA Policies. The Board may delegate the authority to grant variances to the General Manager.

### **Section 1.06. Damage Liability**

The WTCPUA will plan, furnish, and maintain production, treatment, storage, collection, transmission, and distribution facilities as required by Texas Commission on Environmental Quality ("TCEQ"), or its successor agency, standards. By accepting service, the Customer will hold the WTCPUA harmless from any and all claims, liability or damages to persons or property of the Customer or third parties arising from the provision by the WTCPUA of water or wastewater service or caused by service interruptions, tampering by other Customers of the WTCPUA or users of the System, or failures of the System.

**Section 1.07. Service Provided in Accordance with Drought Contingency Plan**

Provision of water service is contingent upon restrictions outlined in the WTCPUA's Water Utilities Conservation and Drought Contingency Plan, curtailment measures as outlined in the Agency's firm raw water contract with the Lower Colorado River Authority, and any other restrictions as required by the TCEQ or other regulatory agencies.

**Section 1.08. Service Provided in Accordance with the “Memorandum of Understanding (MOU)”**

The Developer shall adopt one of the alternative water quality measures required of the new development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:

- a. Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
- b. TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
- c. U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;

## **SECTION 2.0 - SERVICE RULES AND REGULATIONS APPLICABLE TO WATER AND WASTEWATER SERVICES**

### **Section 2.01. Connection without Approval of the WTCPUA Prohibited**

It is unlawful for any person to connect to the WTCPUA's System or modify existing WTCPUA facilities without submitting an appropriate new service application or written request to the WTCPUA, obtaining the approval of the WTCPUA, and executing an appropriate service or other agreement.

### **Section 2.02. Prohibited Plumbing Practices**

(a) The Customer will immediately correct any plumbing practices prohibited by state or local regulations. The WTCPUA may disconnect a Customer or refuse to provide service to an Applicant unless Customer/Applicant complies with the following plumbing practices:

- (1) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- (2) No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- (3) No connection that allows water to be returned to the public drinking water supply is permitted.
- (4) No pipe or pipe fitting which contains more than 0.25 percent lead may be used for the installation or repair of plumbing at any connection, which provides water for human use.
- (5) No solder or flux that contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection that provides water for human use.
- (6) No plumber or other person except those approved by the WTCPUA shall be allowed to tap any WTCPUA wastewater collection system or water system main or line.
- (7) It shall be unlawful for any person to make or cause to be made any connection except as provided in this Schedule.
- (8) No person shall break or remove any portion of any wastewater Service Line without approval of the WTCPUA. Such wastewater Service Line will be inspected by the WTCPUA to assure that the wastewater Service Line has been constructed to prevent surface water from entering the wastewater collection system.
- (9) No person shall directly or indirectly connect to private laterals or WTCPUA sewer gravity mains, force mains, laterals, manholes, or other components in a manner that will allow for water inflow and infiltration ("**I and F**") into the sanitary sewer collection system. This includes, but is not limited to, exterior fountain drains, areaway drains, French drain systems, other sources of surface drains, sump pump discharge lines, downspouts, open sewer connections, storm drains, storm sewers, open clean outs, or open manholes.
- (10) No person shall discharge or cause to be discharged any storm water, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters into the WTCPUA's sanitary sewer system. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the applicable governmental entity.
- (11) The WTCPUA will have the authority to perform investigations to determine if I and I exists in its sewer system, including but not limited to, smoke testing and camera inspections of private laterals and sewer and drainage systems on private property. If such investigation confirms the existence of an unauthorized connection(s), then the WTCPUA may request that the property owner make disconnection(s) as required at the property owner's cost. The WTCPUA shall provide thirty (30) days notice of required disconnection(s). If disconnections are not completed within thirty (30) days, then the WTCPUA shall have the authority to disconnect water service until any and all unauthorized connections are removed and the WTCPUA's sewer system is sealed from I and I. The WTCPUA shall have the authority

to inspect the repairs to ensure the required corrections have been completed as deemed necessary by the WTCPUA.

- (b) Abandoned sewer taps must be plugged in such a manner to prevent ground or subsurface drainage from entering the sewer main. All such taps must be plugged at a depth below the ground surface of not less than one (1) foot to prevent damage to the Service Lines. If service is restored at the same location, the reconnection fee for an abandoned sewer tap shall be paid. If the abandoned tap is not used to restore service at the same location, a regular connection fee shall be paid.
- (c) The Customer will, at its own expense, maintain, test, and repair all equipment owned by the Customer and lines on its own premises including any backflow prevention device or pressure reduction valve required by the WTCPUA or its Policies. The Customer will provide copies of all other testing maintenance records to the WTCPUA as required.

### **Section 2.03. Meters and Connections**

- (a) Each individual residential Permanent Dwelling located on one (1) lot or plat of ground shall have a separate water tap and meter (5/8" or 3/4"). If the Customer receives wastewater service, then a separate wastewater connection is required for each residential Permanent Dwelling. Upon request, the WTCPUA will provide a separate Irrigation Meter for a Customer.
- (b) The WTCPUA will install individual meters in each building classified as Commercial Facilities, Multiple Use Facilities and Multi-unit Residential Facilities, unless the installation of individual meters is not feasible. The WTCPUA may charge reasonable costs for the installation of individual meters.
- (c) A separate Irrigation Meter is required for Multiple Use Facilities and Multi-unit Residential Facilities as well as Commercial Facilities installed after March 19, 2012.
- (d) The installation of Subtractive Meters is prohibited.
- (e) Public properties, schools, industrial properties, Non-residential, or Commercial Facilities, Multiple Use Facilities and Multi-unit Residential Facilities shall have meters and service as required by the WTCPUA.
- (f) The water meter connection and wastewater connection is for the sole use of the Customer. Extension of pipe(s) to transfer water and/or wastewater service from one submeter water to any other person, dwelling, business, or property, to another, to share or resell is prohibited unless approved in advance by the WTCPUA.
- (g) If property with more than one Permanent Dwelling and a single connection is to be subdivided, any owner of the subdivided property who wishes to continue water and/or wastewater services must obtain a connection to serve that individual property. The owner of the subdivided property must convey all easements necessary to provide water and/or wastewater services to the property.
- (h) Each and every Applicant for new water service, regardless of whether the service is from a new or existing home or business, must have a customer service inspection performed and shall provide the WTCPUA with written proof from that inspector that the Applicant passed the customer service inspection, in accordance with all applicable TCEQ regulations. In all cases, the Customer shall be responsible for having the customer service inspection performed by an individual who is qualified under the requirements of the applicable TCEQ regulations. The Applicant shall pay all costs associated with having the customer service inspection performed, unless inspection is performed by WTCPUA staff, in which case Applicant shall only pay applicable WTCPUA charges and fees for such inspection service, as outlined in Appendix C. WTCPUA shall decline to serve an Applicant if the Applicant fails or refuses to have a customer service inspection performed, or fails or refuses to provide proof of passing such customer service inspection under all applicable TCEQ regulations.

The customer service inspection will be based on the conditions existing at the service location at the time the meter is set. If any material improvement, correction, or addition to the Customer's private plumbing facilities occurs, or if another inspection is otherwise required by applicable TCEQ regulations, then the Customer shall have an additional customer service inspection performed at that service location prior to receiving water service at that location, as modified. In the event that the Customer fails to conduct an additional customer service inspection as provided in this Subsection and fails to provide the WTCPUA with written proof that the modified service connection passed such additional inspection under all applicable TCEQ regulations, service to such location will be disconnected unless the Customer provides written proof that the modified service connection passed such additional inspection within 30 days of notice from the WTCPUA. Service will not be restored under this Subsection until the additional customer service inspection is performed and the

Customer provides written proof to the WTCPUA that the modified service connection passed such additional inspection in accordance with all applicable TCEQ regulations.

**Section 2.04. General Provisions for Water and Wastewater Service**

(a) The Applicant does not qualify for service as a Customer until all requirements of this Schedule are met. The WTCPUA may decline to serve an Applicant until the Applicant has paid all applicable fees, executed all necessary forms and agreements, and complied with any applicable Policies of the WTCPUA. The WTCPUA may decline to serve an Applicant for other reasons as identified in Section 2.02 and Section 2.03.

(b) The WTCPUA may refuse services to an Applicant if serving the property is prohibited by federal, state, or local law, including Section 212.012 of the Texas Local Government Code, which requires certification of compliance with plat requirements prior to connection with water, wastewater, electricity, gas, or other utility service.

(c) In the event that the WTCPUA refuses to serve an Applicant, the WTCPUA will inform the Applicant in writing of the basis of its refusal.

(d) In addition to the reasons above, treated water and/or wastewater service may be disconnected or denied for the following reasons:

(1) The bill has not been paid in full by the due date listed on the bill. The WTCPUA will provide the Customer with notice that the Customer is delinquent on a bill and that service will be terminated. The termination date will be ten (10) days after a termination notice is mailed or hand-delivered.

(2) The Customer fails to provide reasonable access to property to connect, maintain, or repair service.

(3) The Customer fails to comply with this Schedule, the Customer Service Agreement, Construction Agreement, the WTCPUA Water Utilities Conservation and Drought Contingency Plan, MOU, or other applicable Policies of the WTCPUA, including the Customer's failure to upgrade facilities to standards required by the WTCPUA Policies.

(4) The Customer is in violation of any existing or future applicable local, state, or federal regulations, including the Customer's failure to upgrade facilities to standards required by local, state, or federal regulations.

(5) The WTCPUA determines that providing services will exceed the capacity of the water or wastewater plant or system.

(6) The Applicant fails to demonstrate to the WTCPUA that every Permanent Dwelling on the location of service is connected to a sewage collection, treatment, or disposal system or properly permitted on-site sewage facility.

(7) The Customer fails to comply with the wastewater quality requirements under, Section 2.11.

(8) The development in which the Customer is located is not in compliance with the September 26, 2013 WTCPUA Water and Sewer Service and Development Policies as amended from time to time.

(9) The Customer fails to pay its bill to another water or wastewater provider and the WTCPUA has an agreement with that utility provider pursuant to Texas Water Code Section 13.250(b)(2).

(10) Failure to have a customer service inspection performed or failure to submit proof that the Customer passed the customer service inspection, in accordance with applicable TCEQ regulations.

(e) Disconnection of Service without Prior Notice:

(1) When a dangerous condition exists, for as long as the condition exists.

(2) When service is established through an unauthorized connection.

(3) In instances of altering, tampering with, or in any way obstructing the WTCPUA's equipment, systems or services, including, but not limited to, incidents of water theft, bypassing the WTCPUA's water meter, removing or altering the WTCPUA's equipment or locks, other instances of diverting water, or manhole tampering.

(f) **Reconnection of Service:** The WTCPUA will reconnect service only after the Customer pays all past due bills, the Reconnect Fee provided in Section 5.07 and any other outstanding charges or corrects the conditions that caused service to be disconnected. The Customer will be notified within a reasonable time of the basis for disconnection.

(g) **Meters:** All water sold and wastewater collected by the WTCPUA will be billed based on meter measurements. Deposits, rates, fees or charges contained in this Schedule that are based on meter size apply to simple and compound meters only, and not to turbine meters, unless expressly stated otherwise. All water shall be metered by meters furnished, installed, maintained, and owned by the WTCPUA. Service meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period.

(h) **Billing:** Bills for water and wastewater service will be sent monthly. The due date of bills will be stated on the invoice. Payment for service will be considered late if full payment, including late fees, regulatory assessment fees, etc., is not received at the WTCPUA or the WTCPUA's authorized payment agency by the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date. In the event of a dispute between a Customer and the WTCPUA regarding any bill for service, the WTCPUA will follow the procedures for customer complaints, disputes and appeals in Section 2.16.

(i) **New Standard Service Application Processing:** Customer Service Applications for New Standard Service will be processed by the WTCPUA, and the Applicant will be invoiced for applicable fees due, which may include, but may not be limited to, impact fees, tap fees and deposits and additional fees as described in this Schedule. An invoice for all fees due shall be generated within five (5) business days from the receipt of the complete Customer Service Application (and required documentation). The Applicant must then pay all fees due. Once payment has been received in full, service will be initiated. Upon payment of impact fees, the Customer is considered an "active" Customer and will begin receiving monthly bills beginning the close of the billing cycle after the impact fees have been paid. Any Customer who is established as an "active" Customer as described above shall timely pay for fees due as identified on monthly billing. If a Customer does not pay fees due timely, service will be disconnected per this Schedule. If the Customer does not have a meter set (based upon the Customer's request), the Customer cannot have a meter set unless all fees due are paid in full.

(j) **New Non-Standard Service Application Processing:** New Non-Standard Service applications will be processed through the WTCPUA's Service Extension Request (SER) process. Applicants will be invoiced for an initial SER Application Fee. All invoices for SER Application Fees will be generated by the My Government Online software system and be submitted to applicants through the My Government Online software system. The SER Application Fee is determined based on the number of Living Unit Equivalents (LUEs) requested in the application as set forth in Appendix C. The SER Application Fee recovers expenses for PUA staff time associated with application processing.

The WTCPUA may allow for pre-payment of Impact Fees for Non-Standard Service. Customers in Developments where pre-payment of Impact Fees have been made will not be considered active until applications for Standard Service are received along with all other required fees to establish Standard Service.

In addition to the SER Application Fee, the Applicant may also be required to pay additional fees for outside consulting engineering and/or legal services. These fees will be based upon actual cost of the services rendered. Consulting engineers and/or legal counsel shall invoice the WTCPUA monthly for each SER Application as required.

The WTCPUA may require an up-front deposit from the Applicant to cover consulting engineering and legal fees. If total fees are less than the deposit then the difference will be refunded to the Applicant.

**Section 2.05. Extension of Water and/or Wastewater Service to Developer or Developer Property within the WTCPUA's Water and/or Wastewater Service Areas (Non-Standard Service Requests), or requests to modify existing WTCPUA facilities.**

An application for an extension to serve a Developer or Developer Property, or modify existing WTCPUA facilities, shall meet the following requirements prior to the initiation of service or approval of construction by the WTCPUA:

(a) The Applicant shall provide the WTCPUA a written or online request for service or request to modify existing WTCPUA facilities. The request shall specify the location of property, size of development (in LUEs), number and size of tracts to be served, and an explanation of intended use.

(b) The Applicant shall submit to the WTCPUA a set of detailed final plat maps, construction plans,

specifications, and demand requirements for the extension project that have been prepared by a registered professional engineer for all developments. The final plat maps (approved by the WTCPUA and governmental body with appropriate jurisdiction), construction plans, specifications, and demand requirements shall comply with all Policies as well as ordinances, rules or regulations of local governmental bodies with jurisdiction over the Applicant's property and the MOU, if applicable, and are subject to approval by the WTCPUA.

(c) In addition, the Applicant will be responsible for paying applicable fees as provided in this Schedule, including Sections 2.04(j)(1)-(2) and 5.13 through 5.17. The WTCPUA reserves the right to upgrade design of service facilities to meet future demands, provided however, that the WTCPUA pays the expense of such upgrading above the Applicant's facility requirements.

(d) All Applicants pursuant to this Section may be required to enter into a written contract, as drafted by the WTCPUA, in addition to submitting the WTCPUA's Customer Service Application and Agreement or written request to modify existing WTCPUA facilities. Said contract shall define the terms of service prior to construction of required service facilities. Guidelines for the contract may include, but are not limited to:

(1) All costs associated with required administration, design, construction, and inspection of facilities for water and wastewater service or modifications to existing WTCPUA facilities within the Applicant's service area and terms by which these costs are to be paid, in addition to those costs required under this Schedule.

(2) Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.

(3) Terms by which the Applicant shall indemnify the WTCPUA from all third party claims or lawsuits in connection with the project contemplated.

(4) Terms by which the Applicant shall deed all constructed facilities to the WTCPUA and by which the WTCPUA shall assure operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.

(5) Terms by which the Applicant shall grant title or easement for rights-of-way, constructed facilities, and facility sites and/or by which the Applicant shall provide for securing required rights-of-way and sites.

(e) Pipeline construction and facility installations for extensions pursuant to this Section may be installed by the WTCPUA, at the Developer's expense or by a contractor retained by the Applicant subject to approval by the WTCPUA. The WTCPUA shall have the right to inspect and approve all pipeline construction and facility installations. Fees for inspection services shall be paid by the Developer to the WTCPUA pursuant to this Schedule as applicable.

(1) Unless the WTCPUA otherwise agrees by contract, the Applicant shall be required to pay, in addition to any fees, including impact fees, provided in the Appendices to this Schedule, all costs associated with construction and installation of the facilities. These costs shall include, but may not be limited to, expenditures for materials, equipment, labor, legal fees, inspection fees, and design or engineering fees. For proposed modifications to existing WTCPUA facilities, application, administrative review and inspection fees shall be determined by WTCPUA estimate of WTCPUA and project costs. Outside engineering and Legal Review fees will be based on actual cost. The WTCPUA will perform an initial review within two weeks after receipt of complete project information and all required fees.

(2) The WTCPUA will provide Applicant with an estimate of construction and installation costs. Applicant shall either provide a cash-deposit with the WTCPUA for the estimated costs, or provide other acceptable securities as approved by the WTCPUA.

(3) Upon completion of construction and installation, Applicant shall transfer title of all facilities, up to and including the Applicant's meter(s), to the WTCPUA. Thereafter, the WTCPUA shall own such facilities and shall be responsible for the maintenance thereof.

(f) The applicant shall provide after construction has been substantially completed the WTCPUA Project Closout required documents, including but not limited to following deliverables:

(1) Three sets of record drawings of the as-built plans.

(2) Autocad plans.

(3) GPS files noting location of meter boxes, meters, water and wastewater services, valves, pump stations, lift stations, and storage facilities.



- (4) A maintenance bond for a minimum period of one (1) year and one-hundred (100) percent of the construction cost of the conveyed infrastructure.

#### **Section 2.06. Easements**

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

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

#### **Section 2.07. Right of Access**

The WTCPUA will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, inspecting, reading, or repairing pipelines, meters, or other components used in connection with its providing treated water service and/or wastewater service, or for the purpose of removing its property and disconnecting service. If access is not readily available to the WTCPUA, Customer shall provide the WTCPUA with immediate access to Customer's premises as required for the purpose of installing, inspecting, reading, or repairing pipelines, meters, or other components used in connection with its providing treated water service and/or wastewater service, or for the purpose of removing its property and disconnecting service.

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

#### **Section 2.08. Fire Protection**

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

#### **Section 2.09. Emergency Rationing**

In the event the total water supply is insufficient to serve all the Customers, or in the event there is a shortage of water, the WTCPUA may initiate an emergency rationing program or implement measures in accordance with the WTCPUA Water Conservation and Drought Contingency Plan, or measures implemented by other regulatory authorities, as applicable.

#### **Section 2.10. Responsibility for Water Leakage**

- (a) All property owners, their agents, and tenants shall be responsible, as consumers and Customers, for loss of water and property damage due to leakage in pipes or plumbing on the Customer side of the meter or on the owner's property. The Customers who have experienced water loss due to a leak underground, behind walls, or under the foundation, may request an adjustment to their account for two (2) consecutive billing cycles in a 24-month period. A written request along with proof of repair such as plumbing invoices or receipt of plumbing supplies must be received within sixty (60) days of the repair date.
- (b) To qualify for a leak adjustment, the water usage must be 125 percent (i.e. 1.25 times) above the average of the two (2) highest consecutive months' use in the preceding 24 months (the "Customer's Average Billed Usage" or "CABU").

- (c) All adjustments will be provided in a form of a credit. The leak adjustment billing credit will be determined using the following method:
  - (1) customer will be billed for their CABU at prevailing Tariff rates; and
  - (2) customer will be billed, at the WTCPUA's applicable lowest tiered rate, for water use associated with a qualifying leak calculated as the difference between volume (in gallons) billed during the leak period minus the CABU (in gallons); and
  - (3) the customer adjusted billing credit will be calculated as the difference between the actual volumetric charge customer was billed for during the qualified leak adjustment period, less the dollar amounts calculated in Section 2.10 (c)(1) and (c)(2).
- (d) Leak adjustments will not be allowed for the following conditions:
  - (1) All leaks associated with landscape irrigation systems;
  - (2) In-house leaks, such as toilets, faucets, malfunctioning water softeners, or plumbing piping/fixtures located above grade;
  - (3) Any malfunctions related to swimming pools, landscape water features, leaky outdoor faucets, or animal watering facilities;
  - (4) Any leaks associated with the construction of single family residences or non-residential buildings that occur during construction or within one year of the warranty period.

### **Section 2.11. Quality of Wastewater**

- (a) The obligation of the WTCPUA to receive wastewater into the System depends upon compliance by the Customers with the provisions of this Section. In order for the WTCPUA to properly treat and dispose of raw wastewater, to protect the public health and sanitation, to permit cooperation with other agencies which have requirements for the protection of the physical, chemical and bacteriological quality of public water and water courses, and to protect the properties of the WTCPUA wastewater system, Significant Industrial Users ("SIU"), shall comply with the pre-treatment requirements established herein. A SIU is an industrial and/or commercial property/facility wastewater service customer of the WTCPUA who discharges sewage into the WTCPUA wastewater collection and treatment system which (i) may deleteriously affect wastewater facilities, processes, equipment, or receiving waters, (ii) create a hazard to life or health, or (iii) create a public nuisance. All SIUs are subject to the pre-treatment requirements established in Subsections 2.11(a)-(g), 2.11(j), 2.12, and the Rules Governing the Management of Fats, Oils, and Greases, attached hereto as Appendix E ("FOG Rules"); provided, however, that a SIU that already had a wastewater connection without a grease trap prior to the effective date of the initial WTCPUA pre-treatment rules (a "Historic SIU") shall remain subject to the pre-treatment requirements established in Subsections 2.11(h)-(i) instead of the FOG Rules, unless that SIU expressly and voluntarily requests to be subject to the FOG Rules.
- (b) Each SIU shall pre-treat raw wastewater to an acceptable condition, as defined in this Section 2.11, prior to discharging such wastewater into the WTCPUA's wastewater collection and treatment system. Such discharges into the System shall consist only of wastewater and other waste, free from the prohibited constituents listed in subsection (c), below, and limited in Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), dissolved sulfides, and pH as hereinafter provided.
- (c) Gasoline; cleaning solvents; flammable materials; non emulsified oils and greases; mineral oils, ashes; cinders; sand; gravel; tar; asphalt; ceramic wastes; plastics; other viscous substances; feathers; hair; rags; metal; metal filings; glass; wood shavings; sawdust; bulky solid materials such as, but not limited to, disposable diapers, clothing, and non-biodegradable personal hygiene products; unshredded garbage; toxic, corrosive, explosive or malodorous gases; acetylene generation sludge; cyanide or cyanogens compounds capable of liberating hydrocyanic gas on acidification in excess of 2 mg/L by weight as CN; radioactive materials which will permit a transient concentration higher than 100 microcuries per liter; emulsified fat, oil and grease, exclusive of soaps, exceeding on analysis an average of 200 mg/L of ether-soluble matter; acids or alkalis having a pH value lower than 6.0 or higher than 10.0; pesticides; Hazardous Waste, as defined by 40 CFR Part 261 and Chapter 361, Texas Health and Safety Code (the Texas Solid Waste Disposal Act), as amended; and wastewater containing specific pollutant concentrations in excess of any of the numerical limitations named hereunder are prohibited from discharge to the WTCPUA wastewater system:

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

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

(e) TSS delivered to the WTCPUA wastewater system, as determined by a Standard Methods grab sample, shall not exceed 400 mg/L.

(f) The pH of wastewater delivered to the WTCPUA wastewater system shall not be lower than six (6) or higher than ten (10). No acids shall be discharged into the WTCPUA wastewater system unless neutralized to a pH of six (6) or more.

(g) Dissolved sulfides in wastewater at the point of delivery to the WTCPUA wastewater system shall not exceed 1.0 mg/L.

(h) This Subsection only applies to a Historic SIU. To determine the quality of wastewater discharged into the WTCPUA wastewater system by an SIU, the WTCPUA may collect samples of wastewater from such SIU and cause same to be analyzed in accordance with the most recent edition of Standard Methods for the Examination of Water and Wastewater.

Such samples will be taken at intervals determined by the WTCPUA as necessary to determine wastewater quality. Concentrations in the wastewater of the constituents shown in the following table shall not exceed the values shown in the "Requisite Level" column. Concentrations in the wastewater of the constituents shown shall never exceed the values shown in the "Not to Exceed" column, unless provided otherwise in a separate agreement between the SIU and the WTCPUA; otherwise, if there is no agreement, the SIU shall be subject to payment of a surcharge, as defined in this Section 2.11.

	<u>Requisite Level</u>	<u>Not to Exceed</u>
BOD	200mg/L	400mg/L
TSS	200mg/L	400mg/L
Dissolved Sulfide	0.1 mg/L	1.0 mg/L
pH	N/A	Not less than 6.0, and not greater than 10.0

(i) This Subsection only applies to a Historic SIU. Should an analysis of a sample disclose concentrations higher than those listed in Subsections (c), (d), (e), (f), (g), or above the "Not to Exceed" level in (h), above, the WTCPUA will inform the appropriate SIU making the discharges resulting in the violation of this Section, and the SIU shall cease making discharges into the WTCPUA wastewater system immediately. However, with the approval of the WTCPUA, wastewater with concentrations of BOD and TSS greater than specified above may be discharged by any of the WTCPUA's SIUs into the WTCPUA wastewater system subject to the payment of a surcharge (in addition to all other payments required by this Schedule), based on

the formula set out below. During any period that wastewater delivered from the SIU to the WTCPUA wastewater system does not meet the Requisite BOD Level or the Requisite TSS Level, the SIU shall pay a surcharge to the WTCPUA as follows:

Computations of surcharge shall be based on the following formula (and definitions for the symbols follow below):

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

S:	Surcharge in dollars that will appear on a SIU's monthly bill
V:	Wastewater actually billed in millions of gallons during the billing period
8.34:	Pounds per gallon of water
A:	Unit charge in dollars per pound of BOD
BOD:	BOD strength in milligrams per liter (mg/l) by weight
200	Normal BOD strength in milligrams per liter (mg/l) by weight
B :	Unit charge in dollars per pound for TSS
TSS:	Total Suspended Solids (TSS) concentration in milligrams per liter (mg/l) by weight
200:	Normal TSS concentration in milligrams per liter (mg/l) by weight

Entities subject to surcharges may submit sub-metering readings where applicable for V (Wastewater actually billed) for use in the surcharge calculation provided the readings are received by the WTCPUA on the 15<sup>th</sup> of the billing month. If sub-metering data is not received by the 15<sup>th</sup> of the month, surcharges will be based on usage from the WTCPUA billing data. Cost of installation, maintenance, and reading of sub-meters shall be the entity's responsibility.

The unit charge for BOD (factor A) and for TSS (factor B) shall be set out in the Appendices to this Schedule. The WTCPUA shall have the right, from time to time, to set other values for these factors based on the actual costs of transportation, treatment, and disposal of the wastewater and of operating the WTCPUA wastewater system. In addition to the surcharge defined above, if applicable, if a water quality test for a wastewater sample from a SIU finds that such sample exceeds the "Requisite Level" limits of any of the four (4) parameters (BOD, TSS, pH and dissolved sulfides), such SIU will be responsible for the costs incurred by the WTCPUA for analytical testing services of the sample provided by outside vendors, and these charges will be added to the surcharge in one collective invoice/bill.

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

## **Section 2.12. Requirement for Pretreatment**

(a) If discharges or proposed discharges to the WTCPUA wastewater system by a SIU deleteriously affect wastewater facilities, processes, equipment or receiving waters; create a hazard to life or health; or create a public nuisance, then the SIU shall pre-treat to an acceptable condition (as defined and as applicable in Section 2.11, and Appendix E, herein) prior to discharge to the WTCPUA wastewater system. The WTCPUA may require a Historic SIU, non-Historic SIU, or prospective SIU to perform engineering studies to demonstrate that the pretreatment method (or proposed pretreatment method) will be effective in eliminating the deleterious effects of the discharge. The entire cost of pretreatment, including sampling and testing performed by the WTCPUA to insure compliance with pretreatment requirements, shall be borne by that SIU.

(b) Wastewater discharges requiring pretreatment include:

- (1) Wastewater containing fat, grease or oil in excessive amounts.
- (2) Wastewater containing sand or grit in excessive amounts.
- (3) Any other wastewater determined by the WTCPUA to require pretreatment.

Any SIU responsible for discharges requiring pretreatment under Sections 2.11, 2.12, and Appendix E shall, at that SIU's expense and as required by the WTCPUA, provide equipment and facilities of a type and

capacity as deemed necessary by the WTCPUA. All grease traps for non-Historic SIUs must be sized consistent with the requirements of the TCEQ and have a sample well that is at least six (6) inches in diameter. The pretreatment equipment shall be located as close to the point of generation of waste as possible, in a manner that provides ready and easy accessibility for cleaning and inspection. The pretreatment facility shall be maintained in effective operating condition at all times.

### **Section 2.13. Rights and Obligations Regarding Necessity and Use of Grinder Pumps**

(a) This Section applies to any Customer who submits an application for wastewater service, which service will be provided through a Grinder Pump, on or after March 19, 2012 except in rate districts subject to Appendix D. Service to the Customers receiving service through a Grinder Pump prior to that date shall be provided in accordance with Appendix D. If the provisions in a Grinder Pump Service Agreement executed by the Customer prior to March 19, 2012 conflict with the service provisions in Appendix D, the terms of the Service Agreement will control for the remaining term of the Agreement.

(b) The Customer (Residential and Non-Residential) shall install a pressure sewer system component, hereinafter referred to as a grinder pump system ("Grinder Pump") in those circumstances where the elevation and/or slope of the Property in relation to the location of the WTCPUA's System requires the installation of a pressure sewer system in order to transport the Customer's sewage to the WTCPUA's System.

(c) The Customer shall be responsible for all costs associated with the purchase of the Grinder Pump, the installation, inspection, and maintenance of the Grinder Pump.

(d) Design and Installation of Grinder Pump Systems. The WTCPUA shall have the right to prior approval of the design of the Grinder Pump System, including materials, equipment, and location of the Grinder Pump System, prior to installation of the Grinder Pump by the Customer. The Customer shall obtain from the WTCPUA's engineer the design requirements for the Grinder Pump for the Property. The design requirements shall be determined by the WTCPUA's engineer and shall be in accordance with the rules of the TCEQ for alternative sewage collection systems, as those rules are amended by the TCEQ from time to time. Such design requirements shall specify, at a minimum, the Grinder Pump required by the WTCPUA, the generally preferred location(s) for installing the Grinder Pump System, and shall further require the installation and maintenance of a water faucet with a hose bib and vacuum breaker located within such distance of the Grinder Pump so as to ensure the ready availability of fresh, potable water during necessary repairs and maintenance of the Grinder Pump System. In addition, the Customer shall install a check valve between the Grinder Pump and the isolation valve. The final design provided by the Customer shall be submitted to the WTCPUA's representative at least fifteen (15) business days in advance of desired installation.

(e) Inspection of Installed Grinder Pumps Prior to Provision of Service. The WTCPUA shall have the right to inspect and approve the installed Grinder Pump prior to initiation of service to the Property. The Customer shall give the WTCPUA at least five (5) business days' notice requesting an inspection. The Customer agrees to correct any deficiencies at the Customer's expense. The WTCPUA may charge an inspection fee as provided in the Appendices to this Schedule.

(f) If the Grinder Pump is disconnected at any point and service is reinstated to the Customer's property, or if at any time the WTCPUA in its sole discretion determines that inspection of a Grinder Pump is necessary, then the WTCPUA shall have the right to inspect and approve the Grinder Pump prior to initiation of service to the property. The Customer shall give the WTCPUA at least five (5) business days' notice requesting an inspection. The Customer agrees to correct any deficiencies at the Customer's expense. The WTCPUA may charge an inspection fee as provided in the Appendices to this Schedule.

(g) The Customers with Grinder Pumps shall be responsible for all costs associated with the operation, maintenance, repairs, and replacement of the Grinder Pump. If the Grinder Pump fails or any discharge from the Grinder Pump interferes with the hydraulics of the WTCPUA's System, compromises the integrity of the WTCPUA's System, or potentially contaminates state waters, then the WTCPUA may require the Customer to replace the Grinder Pump and comply with the requirements in this Schedule for Grinder Pumps and the TCEQ. All repairs and maintenance to the Grinder Pump must be performed by a licensed plumber with a minimum TCEQ D Operators license.

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

at the Customer's expense and shall be grounds for the disconnection of water or wastewater service to the Property.

#### **Section 2.14. Penalties**

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

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

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

#### **Section 2.15. Severability**

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

#### **Section 2.16. Customer Complaints, Disputes and Appeals**

(a) In the event of a dispute between a Customer and the WTCPUA regarding any bill or utility service, the Customer shall be given the opportunity to meet with the WTCPUA's Customer Service Representative to attempt to resolve the dispute.

A Customer Service Representative shall be available to meet with Customers, during the WTCPUA's normal business hours to resolve disputes as to bills and/or service. Anyone objecting to the actions or decisions of the Customer Service Representative may informally appeal to the General Manager.

(b) If the complaint is not resolved with the General Manager, a written request may be made within 10 days from the date of notification of the decision by the General Manager for a formal hearing before the Board of Directors of the WTCPUA. This written request shall be submitted to the General Manager.

A request for a formal hearing will be granted upon direction from any member of the Board of Directors to include the formal hearing on a future meeting agenda, and the Customer will be notified within 30 days that the request for a hearing has been granted and provided the date and time on which the hearing will be held by the Board of Directors.

If a written request for a hearing is timely made and the WTCPUA does not notify the Customer within 30 days from the date of the request that the request for a hearing has been granted, the General Manager's decision will be deemed accepted and will be the final decision of the WTCPUA.

(c) No formal hearing is permitted where the sole complaint is that the Customer is financially unable to pay the bill and there is no dispute as to the accuracy of the billing or liability.

Failure to file a written appeal within the time specified will be taken as an acceptance of the previous decision.

(d) If a formal hearing request is granted, the decision of the Board of Directors shall be final.

(e) During the appeal process, utility service shall be continued unless it has been terminated before the appeal was commenced.

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

### Section 3.01. Fire Hydrant Meters

- (a) A Customer may request the use of a Hydrant Meter for temporary treated water service. A Customer receiving service through a Hydrant Meter must pay a deposit in accordance with Appendix C of this Schedule, in addition to the fees in the Appendices hereto, upon execution of an application for service.
- (b) The WTCPUA shall supply water through such a Hydrant Meter for a period of four (4) months. If the need for a Hydrant Meter extends past 4 months, the Customer must reapply for service.
- (c) In instances where the WTCPUA does not already have a backflow prevention device installed at a Hydrant Meter (which is Customer's responsibility to verify), the Customer must first, prior to accepting potable water at a Hydrant Meter by a vehicle or otherwise, and at Customer's sole cost:
  - (i) install a backflow prevention assembly on the Customer's side of the Hydrant Meter;
  - (ii) have such assembly pass an inspection by a certified backflow prevention technician; and
  - (iii) provide the WTCPUA with written evidence from the certified backflow prevention technician that the assembly passed the inspection.

### Section 3.02. Monthly Rates

- (a) The monthly rates for each rate district are set out in the Appendix C attached to this Schedule.
- (b) If a Customer is undercharged, the WTCPUA may back bill the Customer for the amount that was under billed. The back billing shall not exceed twelve (12) months unless such undercharge is a result of tampering, bypass, unauthorized use by the Customer, or any other violation by the Customer of the terms and conditions of this Schedule.

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

- (a) Applicant will provide all information requested by the WTCPUA to determine the System's ability to provide water service to the Applicant's property and pay an application fee as outlined in Appendix C. Upon determination of water service availability, the WTCPUA will provide to the Applicant the cost to the Applicant to connect to the System based on the fees described below and provide the Applicant with the size, design and construction schedule of facilities needed to provide adequate water service for the Applicant's water demands. The minimum water line size is 8-inch diameter. With the Applicant's acceptance of this cost, the Applicant will pay all applicable deposits, in accordance with the Appendices attached to this Schedule, and connection fees, as established therein, enter into a service agreement and, if necessary, a construction agreement and execute any required easement forms to authorize access and right of entry by the WTCPUA or its successors or designees to construct and maintain the connection of service. In hardship circumstances and in limited cases, the Board of Directors, at its discretion, may waive applicable deposits or connection fees other than Impact Fees.

- (b) Deposits.

- (1) At the time the application is made, Applicant shall pay a deposit for service before service shall be provided or reserved for the Applicant by the WTCPUA. The deposit amount is outlined in Appendix C.
  - (2) If service is not connected, or after disconnection of service, the WTCPUA will promptly refund the Applicant's or the Customer's deposit, if any, and without interest, in excess of the unpaid bills for service furnished.
  - (3) If all bills are paid on a timely basis one year after service begins, upon application by the Customer, the WTCPUA shall refund in full such deposit to the Customer. The remainder of the deposit shall be held and refunded on termination of service as provided herein. If the Customer's account becomes delinquent more than two (2) times during any twelve (12) month period, the full security deposit may be required as a condition of continued service to the Customer.

- (c) Tap Fees: Meter Installation for Standard and Non-Standard Service.

- (1) The Customer shall pay Tap Fees prior to the commencement of service. Tap Fees are set at the amount outlined in Appendix C and are non-refundable.
  - (2) Meter Drop-In Fee is set at the amount as outlined in Appendix C.

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

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

#### **LUE Conversions by Use**

##### **Residential**

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

##### **Commercial**

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

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

LUE allocations for irrigation meters shall be based on annual average day demand and peak day demand values, in gpd/LUE, from the latest WTCPUA Land Use Assumptions and Capital Improvements Plan report. Applicants shall submit irrigation schedules as required by the WTCPUA to determine LUEs per meter and corresponding calculation of Impact Fees.

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

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

(h) An Applicant requesting one or more new connection(s) for water service shall pay the WTCPUA the “Assessed Water Impact Fee” at the time that the Applicant requests water service from the WTCPUA. The Assessed Water Impact Fee is the current impact fee in effect on the date of application for service.

(h) Replats, Plat Amendments, and Amending Plats. Any replats or amended plat shall be approved by the WTCPUA prior to recordation.



#### **Section 3.04. Water Capacity Reservation Fee**

A Water Capacity Reservation Fee may be charged to any WTCPUA Customer reserving a specific amount of water capacity through a contract with the Agency. This Reservation Fee will recover the actual costs associated with reserving water system capacity. The PUA's Water Capacity Reservation Fees for the SH 71 Water System and U.S. Highway 290 Water System are charged annually on each reserved LUE and in the amounts established in Appendix C.

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

- a. Annual non-reimbursable payment of Water Reservation Fees for unused LUEs shall be as follows:
  - i. The initial, annual non-reimbursable Water Reservation Fees for any unused water services (i.e., LUEs) shall be due and payable within 6 months of the effective date for the WTCPUA's written service commitment;
  - ii. Subsequent annual non-reimbursable Water Reservation Fees for any unused water services shall be due and payable upon each annual anniversary date of the WTCPUA's written service commitment; and
  - iii. The Non-Standard Service Agreements may be terminated if any reservation fees are not paid for all or any portion of the unused LUEs.

If a customer pre-pays Impact fees for all LUEs in a proposed Development before the 6-month initial Reservation Fee due date, then Reservation Fees will not be required at the due dates thereafter.

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

### **Section 4.01. Wastewater Rates and Bill Calculation**

- (a) All wastewater rates are contained in the attached Appendices. All wastewater accepted for treatment by the WTCPUA will be billed on the Customer's wastewater flow unless otherwise indicated in the Appendices.
- (b) For Residential Customers receiving both water and wastewater service from the WTCPUA:
  - (1) The WTCPUA will calculate retail wastewater flow for each Customer based on the calculated average of monthly potable water metered and billed to Customer during the previous December, January, and February or current, actual water usage, whichever is less.
  - (2) If a residential Customer does not have an acceptable history of water usage during the preceding December, January, and February, the Customer's monthly sewer bill shall be calculated based upon: (1) the Customer's current monthly water usage; or (2) on the basis of 10,000 gallons water usage per month, whichever is less. Acceptable history of water usage shall be defined as having at least two months actual metered consumption. In this case, if one month shows zero consumption then this month shall default at 1,000 gallons for the winter quarter average calculation. Having two or more months of non-metered consumption will result in the Customer's monthly sewer bill being based on 10,000 gallons water usage per month.
- (c) If the residential Customer has installed an Irrigation Meter, the wastewater flow charge is based on 100% of the amount of water consumed by the residential customer as measured by the potable water meter.
- (d) For Non-residential (Commercial), Multiple Use Facility, and Multi-Unit Residential customers:
  - (1) The flow charge is based on 100% of the amount of water consumed by the Non-residential, Multiple Use Facility, and Multi-Unit Residential customer as measured by the potable water meter.
- (e) Bills for wastewater service will be sent monthly. The due date of bills for wastewater service will be stated on the invoice. Payment for wastewater service will be considered late if full payment, including late fees, regulatory assessment fees, etc., is not received at the WTCPUA or the WTCPUA's authorized payment agency by the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date. In the event of a dispute between a Customer and the WTCPUA regarding any bill for wastewater service, the WTCPUA will follow the procedures for customer complaints, disputes and appeals in Section 2.16.
- (f) If a Customer is undercharged, the WTCPUA may back bill the Customer for the amount that was under billed. The back billing shall not exceed twelve months unless such undercharge is a result of tampering, bypass, unauthorized use by the Customer, or any other violation by the Customer of the terms and conditions of this Schedule.
- (g) If a Customer receives wastewater service only from the WTCPUA, wastewater rates will be established and billed as set forth in the Appendices.

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

- (a) Applicant will provide all information requested by the WTCPUA to determine the system's ability to provide wastewater service to the Applicant's property and pay an application fee as outlined in Appendix C. A separate application fee for wastewater service is not required if one has been paid by the Applicant to establish water service at the same address. Upon determination of wastewater service availability, the WTCPUA will provide to the Applicant the cost to the Applicant to connect to the system based on the fees described in the Appendices herein and provide the Applicant with the size, design and construction schedule of facilities needed to provide adequate wastewater service for the Applicant's wastewater demands. The minimum size wastewater collection line shall be 8-inch diameter. The minimum size for a wastewater service shall be 6-inch diameter. With the Applicant's acceptance of this cost, the Applicant will pay all applicable deposits and connection fees, enter into a Customer Service Agreement and, if necessary, a construction agreement and execute any required easement forms to authorize access and right of entry by the WTCPUA or its successors or designees to construct and maintain the connection of service. In hardship circumstances and in limited cases, the Board of Directors, at its discretion, may waive applicable deposits or connection fees other than Impact Fees.

(b) Deposits.

A separate deposit for wastewater service is not required if one has been paid by the Applicant to establish water service at the same address. If a separate deposit has not been paid, a deposit will be collected and maintained as set forth in Section 3.03(b). If all bills are paid on a timely basis one year after service begins, upon application by the Customer, the WTCPUA shall refund in full such deposit to the Customer. The remainder of the deposit shall be held and refunded on termination of service as provided herein. If the Customer's account becomes delinquent more than two (2) times during any twelve (12) month period, the full security deposit may be required as a condition of continued service to the Customer.

(c) Tap Fees: Meter Installation for Standard and Non-Standard Service

(d) (1) The Customer shall pay Tap Fees prior to the commencement of service. Tap Fees are set at the amount outlined in Appendix C and are non-refundable. The Customer will install and maintain any necessary service lines from the WTCPUA's Point of Collection to the Point of Use at its own expense and in accordance with the Prohibited Plumbing Practices as stated in Section 2.02 above. The Customer will install and maintain at its own expense any backflow prevention devices, clean-outs, and other equipment as may be required by the WTCPUA.

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

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

(g) An Applicant requesting one or more new connection(s) for wastewater service shall pay the WTCPUA the "Assessed Wastewater Impact Fee" at the time that the Applicant requests wastewater service from the WTCPUA. The Assessed Wastewater Impact Fee is the current impact fee in effect on the date of application for service.

(h) Replats, Plat Amendments, and Amending Plats. Any replats or amended plats shall be approved by the WTCPUA prior to recordation.

#### **Section 4.03. Wastewater Capacity Reservation Fee**

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

a. Annual non-reimbursable payment of Wastewater Reservation Fees for unused LUEs, shall be as follows:

- i. The initial, annual non-reimbursable Wastewater Reservation Fees for any unused wastewater services (i.e., LUEs) shall be due and payable within 6 months of the effective date for the WTCPUA's written service commitment;
- ii. Subsequent annual non-reimbursable Wastewater Reservation Fees for any unused wastewater services shall be due and payable upon each annual anniversary date of the WTCPUA's written service commitment; and
- iii. Non-Standard Service Agreements may be terminated if any reservation fees are not paid for all or any portion of the unused LUEs.

If a customer pre-pays Impact fees for all LUEs in a proposed Development before the 6-month initial Reservation Fee due date, then Reservation Fees will not be required at the due dates thereafter.

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

### **Section 5.01. Regulatory Assessments**

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

### **Section 5.02. Late Processing Fee**

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

### **Section 5.03. Returned Instrument Fee**

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

### **Section 5.04. Meter Field Test, Re-read, Replacement and Data Log Fee**

(a) Meter Field Test: The WTCPUA will perform, at the customer's request, a field test of the accuracy of the Customer's meter, but if the meter is found to be accurate, the WTCPUA will charge the Customer a fee in accordance with the Appendix C. Following the completion of any requested field test, the WTCPUA will advise the Customer of the date of the field test, the result of the field test, and who performed the field test. If the Customer's meter is found to be inaccurate, the WTCPUA will adjust the Customer's bill for the previous six months to reflect any estimated under or over-charges.

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

(c) The WTCPUA will, upon request by a Customer, provide one data log to a Customer per year, and the WTCPUA will charge the Customer a fee in accordance with Appendix C.

(d) Meter Replacement: The WTCPUA will, on request by a Customer, replace a Customer's meter and the Customer will be charged a meter replacement fee in the amount outlined on Appendix C. A Customer will not be charged for a meter replacement initiated by the WTCPUA.

### **Section 5.05. Subtractive Meter Reading Fee**

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

### **Section 5.06. Equipment Damage Fee**

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

### **Section 5.07. Reconnect Fees**

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

#### **Section 5.08. Transfer Fee**

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

#### **Section 5.09. Disconnection Fee**

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

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

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

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

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

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

- (a) following the first documented violation, the violator shall be given a notice of violation specifying the type of violation and the date and time the violation was observed, and the surcharges and restrictions on service that may result from additional violations;
- (b) following the second documented violation, the violator shall be sent a notice of violation via certified mail, and shall be assessed a surcharge in the amount identified in Appendix C;
- (c) following the third documented violation, the violator shall be sent a notice of violation via certified mail, and shall be assessed a surcharge in the amount identified in Appendix C;
- (d) following the fourth documented violation, the General Manager shall, upon due notice to the Customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, as outlined in Appendix C, and any other costs incurred by the WTCPUA water utility system in discontinuing service, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit identified in Appendix C must be given to the General Manager that the same action shall not be repeated while the Plan is in effect. The deposit, if any, shall be returned to the Customer at the time of the Customer's voluntary disconnection from the utility system.

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

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

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

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

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

(b) Fee based upon percentage of cost of water and/or wastewater facility construction costs. In every case where a Non-Standard Residential Connection or Non-residential Connection requires the WTCPUA inspection of the construction of water or wastewater facilities, either singularly or in any combination, the WTCPUA shall

assess a fee based on the engineer's construction estimate provided by the Applicant and approved by the WTCPUA of the water and/or wastewater improvements to be conveyed to the WTCPUA in accordance with the outlined in Appendix C. The fees are due prior to the WTCPUA's approval of the plans for construction. All fees are non-refundable.

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

#### **Section 5.14. Engineering Review Fee**

Fee for reviewing any plans, including but not limited to the following: water and sewer lines, pump stations, lift stations, water tanks, water meters, grease traps, backflow preventers and fire protection systems, modeling the water distribution or sanitary sewer collection system for capacity availability; or water quality reviews for MOU compliance. This fee is non-refundable. Engineering review fees are outlined in Appendix C.

For construction plan reviews that are part of the SER Process that exceed four (4) rounds of comments and/or a 6 month review period, the WTCPUA may assess additional Engineering Review Fees as outlined in Appendix C.

#### **Section 5.15. Legal Review Fee**

Fee for reviewing any legal documents relating to service requests, including the negotiation and review of any proposals, agreements or other legal documents. Legal Review Fees are outlined in Appendix C.

#### **Section 5.16. SER Application Fee**

SER Application Fees are outlined in Appendix C.

#### **Section 5.17. Clearing Fee**

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

#### **Section 5.18. Other Fees**

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

#### **Section 5.19. Electronic Payment Fees**

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

#### **Section 5.20. Drought Surcharge**

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

Drought Surcharges may:

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

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

#### **Section 5.21. Processing and Allocation of Partial Payments**

If any new or existing retail customer of the WTCPUA fails to timely pay the invoiced amount from the WTCPUA in full, then the WTCPUA will apply and allocate such partial payment received in the following

order of priority:

- (1) Applicable Impact Fees;
- (2) Tap Fee;
- (3) Application Fee;
- (4) Deposit;
- (5) Late Fee;
- (6) Penalty;
- (7) Water/Wastewater Minimum Bill – allocated between the applicable water/wastewater utility service providers based upon percentage of total outstanding balance due; and
- (8) Water/Wastewater Volumetric – allocated between the applicable water/wastewater utility service providers based upon percentage of total outstanding balance due.

Nothing in this Section 5.22 shall interfere with the provisions in Section 2.04 of the Tariff regarding the provision and discontinuance of water and wastewater service. To the extent this Section 5.22 conflicts with Section 2.04 of the Tariff, Section 2.04 shall control.

#### **Section 5.22. Retail Customer Meter Failure**

In the event it is determined by the WTCPUA that a retail customer's water meter and/or electronic data transmitting system is malfunctioning or broken, and may not have accurately recorded the customer's water use for a particular billing cycle, the WTCPUA may estimate the water use of that customer for the billing cycle in which the meter had stopped working to be equal to the customer's use in the previous billing cycle or the current month's recorded use, whichever is greater. The WTCPUA shall replace or repair any retail customer water meter that is not accurately recording that customer's water use within 7 business days of the WTCPUA's determination that the water meter is malfunctioning or is broken.



## SECTION 6.0 - DEFINITIONS

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

**"Abandoned sewer tap"** means a sewer tap that has been disconnected from the Service Line.

**"Apartment house"** means one or more buildings containing five or more dwelling units which are occupied primarily for non-transient use, including a residential condominium whether rented or owner occupied, and having rental paid, if a dwelling unit is rented, at intervals of one month or longer.

**"Applicant"** means any individual or entity requesting water and/or wastewater service from the WTCPUA.

**"Authorized billing and collection agent"** means any treated water service provider or any other person or entity with whom the WTCPUA contracts to provide billing and/or collection services to the Customers served under this Schedule.

**"BOD"** (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees Centigrade, expressed in terms of weight and concentration (pounds per day (lbs/day) and/or milligrams per liter (mg/l), respectively).

**"Building (house) Drain"** means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, wastes and other drainage pipes within the walls of the building beginning two (2) feet outside the inner face of the building wall or foundation.

**"Building Sewer"** (also called house lateral or house connection) means the extension from the building drain to the public sewer or other place of disposal.

**"Commercial Customer"** means any Customer that is not receiving service for a single-family residence or dwelling and is not included as a Multi-Unit Residential Dwelling.

**"Commercial Facilities"** means any facility or structure characterized or used for any business or income-producing purpose.

**"Construction Service through a Hydrant Meter"** is the provision of water services from a hydrant, which does not serve a Permanent Dwelling. Construction Service through a Hydrant Meter is available for only four (4) months, with one (1) four-month extension.

**"Construction Service through a Permanent Meter"** is the provision of water services from a service point that requires a tap to serve a Permanent Dwelling. Construction Service through a Permanent Meter is available for only six (6) months, with one six-month extension.

**"Customer"** means any person or entity receiving water or wastewater services from the WTCPUA's System.

**"Customer Service Application"** means an application by a Customer to establish New Service or Service Transfer; and shall include the following: valid driver's license, copy of plat (for New Service only), completed application form, and application fee.

**"Customer Service Application Fee"** means the fee established in this schedule for the review and processing of Customer Service Applications.

**"Developer"** means a person who or an entity which: (a) subdivides a single, legal tract of property into multiple tracts; or (b) requests more than one meter or tap ~~two meters or taps~~ for treated water and/or wastewater service to a single, legal tract of property.

**"Developer Property"** means any land owned and/or developed by a Developer.

**"Distribution Main"** means a water transmission and distribution facility designed to transport water within a pressure zone between the Transmission Mains and Service Lines.

**"Existing Development"** as defined in the Memorandum of Understanding ("MOU") pertaining to the Dripping Springs District, means (a) any area served or to be served by the Water Pipeline pursuant to an agreement with the WTCPUA executed on or prior to the effective date of the MOU; (b) any house, commercial business, building, or other structure or improvement that exists or the construction of which has commenced on or prior to the effective date of the MOU; or (c) any platted lot or approved residential development containing platted lots that has readily available electric utility service and direct access to an existing street or road on or prior to the effective date of the MOU.

**"Existing Grinder Pump"** means a Grinder Pump installed prior to May 1, 2002, or prior to the WTCPUA's acquisition of a wastewater collection system.

**"Garbage"** means solid wastes from the preparation, cooking, and dispensing of food, and from handling, storage, and sale of produce.

**"Grease"** means fats, waxes, oils, and other similar nonvolatile materials in wastewater, which are extracted by Freon from an acidified sample using the Partition-Gravimetric method.

**"Grinder Pump" or "Grinder Pump System"** means any component of a pressure sewer system.

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

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

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

**"LUE"** means a living unit equivalent.

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

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

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

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

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

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

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

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

**"New Service"** means Standard or Non-Standard Service to a new Customer that is not a Service Transfer.

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

**"Non-Standard Connection"** for water service means a connection for which service is provided for a new tap in which a meter box is not in the ground.

**"Non-Standard Connection"** for wastewater service means a connection for which wastewater service is provided to a Customer requiring a new water tap in which a meter box is not in the ground.

**"Non-Standard Residential Connection"** means, for water or wastewater service, a connection at a new residence where the service location is beyond an existing WTCPUA water Distribution Main or Wastewater Collection Line or a connection that requires boring or extraordinary measures, or for a new tap in which a meter box is not in the ground.

**"Non-Standard Service"** means service to Non-Residential, Commercial, Multi-Unit, Irrigation, Fire Hydrant, or Effluent meters, or that is for Residential service for a new tap in which a meter box is not in the ground.

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

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

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

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

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

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

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

**"SER Application"** means a Customer Service Application for New Non-Standard Service that is undergoing the WTCPUA's Service Extension Request review process as provided in Section 2.04 (j).

**"SER Application Fee"** means the fee charged to Applicants for New Non-Standard Service as set forth in this Schedule to cover the costs of WTCPUA staff time to review SER Applications.

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

**"Service Transfer"** means a residential property which also has a meter set, and for which an Applicant is requesting the service to be turned on (i.e. the Applicant does not need a meter to be set).

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

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

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

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

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

**"Standard Service"** means residential 5/8" or 3/4" meters in which a meter box is in the ground and a WTCPUA service line is installed and the Customer simply needs a meter set.

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

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

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

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

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

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

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

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

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

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

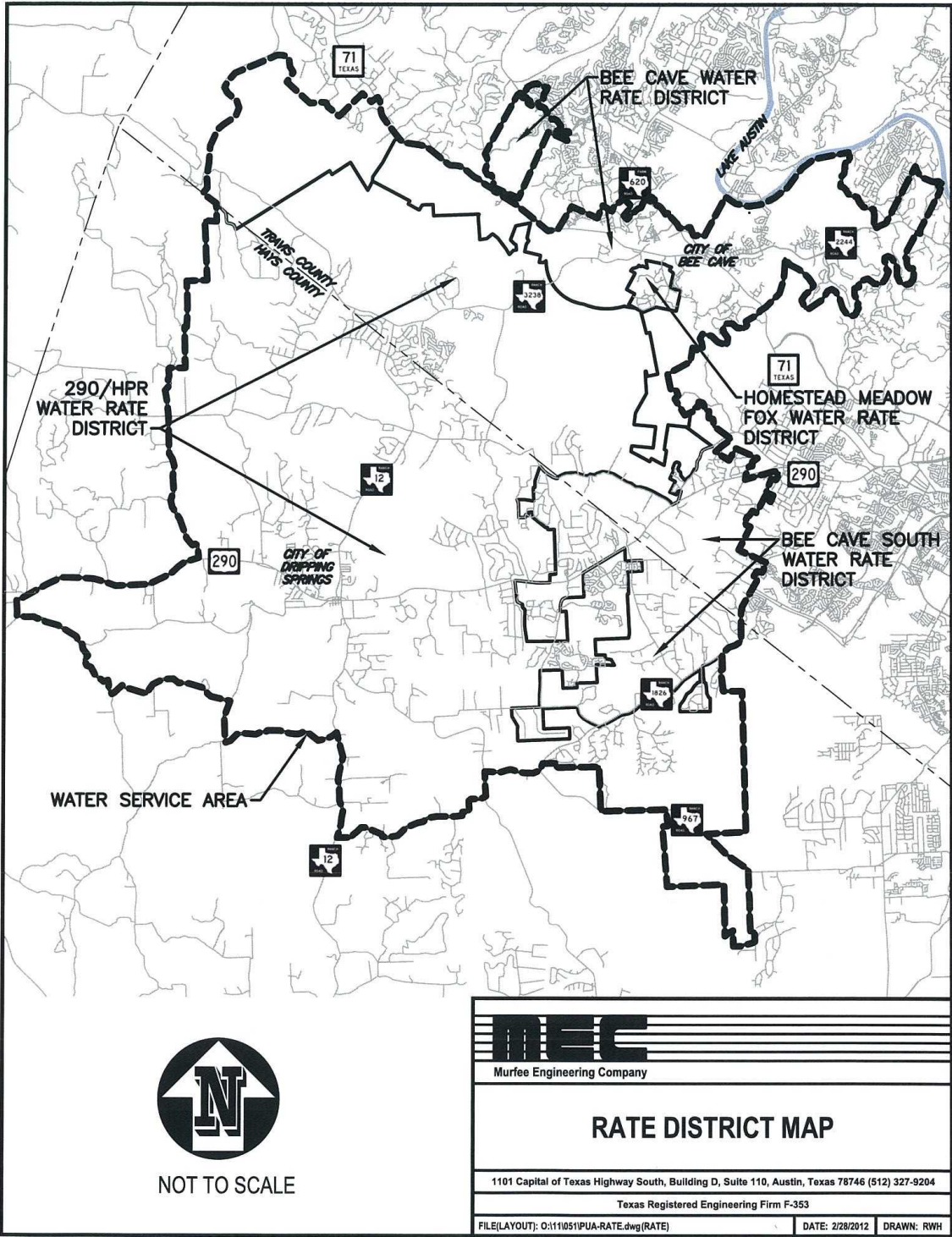
**"Wastewater Service Area"** means the area for wastewater service described and/or depicted in the Appendices attached hereto.

**"Water Pipeline"** means the treated water transmission lines along Highway 290 and Highway 71 that will serve the Customers in western Travis and northern Hays counties, including ~~to the extent such~~ service within ~~is~~ the recharge and contributing zones of the Barton Springs segment of the Edwards Aquifer.

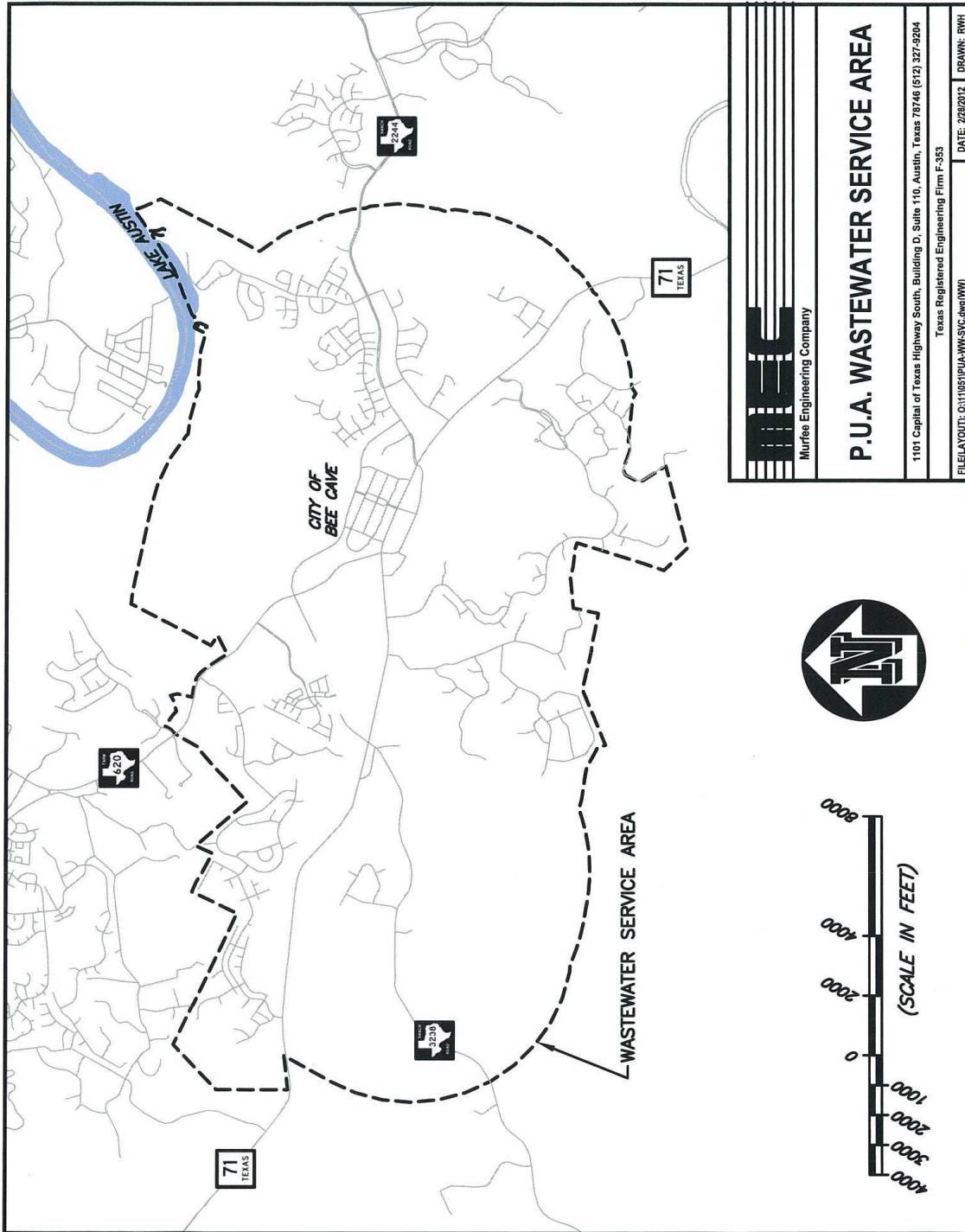
**"West Travis County Public Utility Agency" ("WTCPUA")** means the political subdivision owning and operating the system, or its designated contractor.

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

**APPENDIX A**  
Water Service Areas



**APPENDIX B**  
Wastewater Service Areas





**APPENDIX C**

Rates, Fees and Charges by Rate District

**APPENDIX C**

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

**(a) Water Impact Fee (per LUE):**

2025 Water Impact Fee (Effective January 15, 2025, per Section 3.03\*)

	<b>Highway 71 Water System Service Area</b>	<b>Highway 290 Water System Service Area</b>		
Fee per LUE	\$ 9,034.00	\$ 14,290.00		

## **APPENDIX C**

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

#### **(b) Minimum Monthly Charge for Retail Water Service (Effective on October 1, 2019):**

All Classes:

<b>Meter Size</b>	<b>System-Wide Rate</b>
5/8"	\$ 29.53
3/4"	\$ 44.57
1"	\$ 81.09
1 ½"	\$ 158.54
2"	\$ 184.62
3"	\$ 305.26
4"	\$ 499.14
6"	\$ 1,645.80
8"	\$ 1,993.47
12"	\$ 3,785.37

#### **(c) Capital Charge:**

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

#### **(d) Volumetric Charge for Retail Water Service (per thousand gallons used) (Effective on October 1, 2019):**

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

<b>Gallons</b>	<b>System-Wide Rate</b>
0-10,000	\$ 4.70
10,001-20,000	\$ 5.87
20,001-35,000	\$ 9.13
35,001-50,000	\$ 13.70
50,001-80,000	\$ 15.75
80,001 and above	\$ 18.11

(2) All Commercial:

<b>Gallons</b>	<b>System-Wide Rate</b>
1 and above	\$ 5.50

## APPENDIX C

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

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

Gallons	System-Wide Rate
1 and above	\$ 5.50

(4) Irrigation:

Gallons	System-Wide Rate
0-10,000	\$ 4.70
10,001-20,000	\$ 5.87
20,001-35,000	\$ 9.13
35,001-50,000	\$ 13.70
50,001-80,000	\$ 15.75
80,001 and above	\$ 18.11

(5) Fire Hydrant Meter:

Gallons	System-Wide Rate
0-10,000	\$ 4.70
10,001-20,000	\$ 5.87
20,001-35,000	\$ 9.13
35,001-50,000	\$ 13.70
50,001-80,000	\$ 15.75
80,001 and above	\$ 18.11

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

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

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

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

## APPENDIX C

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

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

2025 Wastewater Impact Fee (Effective on January 15, 2025, per Section 4.02\*):

System-Wide Rate	
Fee per LUE	\$ 13,798.00

**(b) Minimum Monthly Charge for Retail Wastewater Service (Effective on October 1, 2019):**

(1) Residential:

System-Wide Rate	
Monthly Fee	\$ 45.38

(2) Non-residential:

Monthly Fee	System-Wide Rate
5/8"	\$ 45.38
3/4"	\$ 90.76
1"	\$ 136.14
1 1/2"	\$ 226.89
2"	\$ 363.03
3"	\$ 726.06
4"	\$ 1,134.46
6"	\$ 1,645.80
8"	\$ 2,633.28

**(c) Volumetric Charge for Retail Wastewater Service (per thousand gallons used) (Effective on October 1, 2019):**

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

Gallons	System-Wide Rate
1 and above	\$ 6.38

(2) Non-residential (Including Multi-Unit Residential):

Gallons	System-Wide Rate
1 and above	\$ 6.94

## **APPENDIX C**

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

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

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

#### **(d) Grinder Pump Surcharge (per Month):**

(1) \$50.00 per month applicable to a Customer who has not executed a Grinder Pump Service Agreement by which the Customer assumes the responsibility for maintenance of the Grinder Pump.

## **APPENDIX C**

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

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

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

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

First Offense	\$1,000 or actual cost, whichever is greater
Second Offense	\$1,500 or actual cost, whichever is greater
Fire Hydrant Equipment Damage	\$5,000 or actual cost, whichever is greater

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

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

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

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

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

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

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

## APPENDIX C

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

**(f) Late Fees as described in Section 5.02**

One time charge of 10% of the current outstanding amount on a monthly bill

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

**(h) Meter Field Testing, Re-Read, Replacement and Data Log Fees as described in Section 5.04**

Meter Field Testing Fee	\$50.00	or actual cost, whichever is greater
Meter Re-read Fee	\$50.00	
Data Log	\$50.00	
Meter Replacement Fee	\$400.00	

**(hh) Meter Opt Fees as described in Section 3.05**

Meter Exchange Fee (one-time charge)	\$75.00
Additional Monthly Charge	\$25.00

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

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

**(k) Reconnection Fee as described in Section 5.07**

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

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

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

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

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

**(p) Customer Service Inspection Fee as described in Section 2.03 (h)** \$75.00 per inspection

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

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

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



## APPENDIX C

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

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

Engineer's Estimate of Total Cost of Construction Project	Percentage of Cost
\$0 - \$4,000.00	Minimum Fee \$300.00 or actual cost, whichever is greater
\$4,001 - \$200,000.00	7.00%
\$200,000.01 - \$250,000.00	6.75%
\$250,000.01 - \$300,000.00	6.50%
\$300,000.01 - \$350,000.00	6.25%
\$350,000.01 - \$400,000.00	6.00%
\$400,000.01 - \$450,000.00	5.75%
\$450,000.01 - \$550,000.00	5.50%
\$550,000.01 - \$650,000.00	5.25%
\$650,000.01 - \$750,000.00	5.00%
\$750,000.01 - \$1,000,000.00	4.75%
\$1,000,000.01 - \$1,250,000.00	4.50%
\$1,250,000.01 - \$1,500,000.00	4.25%
\$1,500,000.01 - \$2,000,000.00	4.00%
\$2,000,000.01 - \$2,500,000.00	3.75%
\$2,500,000.01 - \$3,000,000.00	3.50%
\$3,000,000.01 - \$5,000,000.00	3.25%
MORE THAN - \$5,000,000.01	3.00%

**(s) Engineering review fee as described in Section 2.04 (j) and Section 5.14**      Actual cost  
Additional Engineering review fees for plan review      \$100

**(t) Legal review fee as described in Section 2.04 (j) and Section 5.15**      Actual cost

**(u) SER Application Fee as described in Section 5.16**

LUEs	Base Fee
1-10	\$850
11-50	\$2,000
51-250	\$4,800
250-1000	\$9,500
> 1000	\$19,000

**(v) Clearing fees as described in Section 5.17**      \$50.00 or actual cost, whichever is greater

**(w) Drought Surcharge as described in Section 5.20**

Stage 1 Drought Stage - Gallonage Charges Will Remain Unchanged.

Stage 2 Drought Stage - All Gallonage Charges for Each Water Use Tier and for all Retail Rate Districts and Customer Classes, including Wholesale Customers, may increase up to 20.0 Percent over Posted Tariff Rates.

## **APPENDIX C**

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

Stage 3 Drought Stage - All Gallonage Charges for Each Water Use Tier and for all Retail Rate Districts and Customer Classes, including Wholesale Customers, may increase up to 35.0 Percent over Posted Tariff Rates.

Stage 4 Drought Stage - All Gallonage Charges for Each Water Use Tier and for all Retail Rate Districts and Customer Classes, including Wholesale Customers, may increase up to 50.0 Percent over Posted Tariff Rates.

**(x) Annual Water Capacity Reservation Fee as described in Section 3.04 (Effective on November 1, 2022):**

SH 71 Water System	\$341.01
U.S. Highway 290 Water System	\$403.33

**(y) Annual Wastewater Capacity Reservation Fee as described in Section 4.03 (Effective on November 1, 2022):**

System-wide	\$510.57
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**(z) Raw Water/Treated Effluent (per thousand gallons used)  
unless amended by contract:**

\$4.63

**(aa) Surcharge for Exceedance of Annual Quantity or Peak Day Water Use set by applicable wholesale water contract:**

two (2) times the Volume Charge set in such contract.

**APPENDIX D**  
Grinder Pumps

**APPENDIX D**  
Grinder Pumps

- (a) The Customer shall install a pressure sewer system component, hereinafter referred to as a grinder pump system ("Grinder Pump System") in those circumstances where the elevation and/or slope of the Property in relation to the location of the WTCPUA's System requires the installation of a pressure sewer system in order to transport Customer's sewage to the WTCPUA's System.
- (b) The Customer shall be responsible for all costs associated with the initial purchase of the Grinder Pump System, and the initial installation and inspection of the Grinder Pump System.
- (c) Grinder Pumps for Residential Customers.
  - i. Separate Agreement Required. At the time a Customer pays all applicable wastewater connection fees and deposits to the WTCPUA, the Customer shall execute a Service Agreement, including the Grinder Pump Addendum to the Customer Service Agreement. No wastewater service shall be provided to a Customer until the required Grinder Pump System has been installed, inspected by the WTCPUA, the Agreement has been executed by the Customer and all applicable fees and deposits are paid by the Customer. In addition to the above-stated requirements, for land within the boundaries of the Wastewater Service Area where installation of a Grinder Pump System is used for multiple connections as an alternative to a wastewater lift station, the Applicant or the Customer requesting the installation of such a Grinder Pump System must obtain the approval of the WTCPUA and must enter into a separate agreement with the WTCPUA with terms acceptable to the WTCPUA prior to the installation of the Grinder Pump System.
  - ii. Design and Installation of Grinder Pump Systems. The WTCPUA shall have the right to prior approval of the design of the Grinder Pump System, including materials, equipment, and location of the Grinder Pump System, prior to installation of the Grinder Pump System by the Customer. The Customer shall obtain from the WTCPUA's engineer the design requirements for the Grinder Pump System for the Property. The design requirements shall be determined by the WTCPUA's engineer and shall be in accordance with the rules of the TCEQ for alternative sewage collection systems, as those rules are amended by the TCEQ from time to time. Such design requirements shall specify, at minimum, the brand, design and specifications of the Grinder Pump System required by the WTCPUA, the generally preferred location(s) for installing the Grinder Pump System, and shall further require the installation and maintenance of a water faucet with a hose bib and vacuum breaker located within such distance of the Grinder Pump System so as to ensure the ready availability of fresh, potable water during necessary repairs and maintenance of the Grinder Pump System. In addition, the Customer shall install a check valve between the Grinder Pump System and the isolation valve. The final design provided by the Customer shall be submitted to the WTCPUA's representative at least fifteen (15) business days in advance of desired installation.
  - iii. Inspection of Installed Grinder Pump Systems Prior to Provision of Service. The WTCPUA shall have the right to inspect and approve the installed Grinder Pump prior to initiation of service to the Property. The Customer shall give the WTCPUA at least five (5) business days' notice requesting an inspection. The Customer agrees to correct any deficiencies at the Customer's expense. The WTCPUA may charge an inspection fee as provided in the Appendices to this Schedule.
  - iv. The WTCPUA to Maintain and Repair Installed Grinder Pump System: Customer Surcharge (Customers with agreements in effect prior to 3-15-12)
    - a. Except as provided in Subsection (c)(5), the WTCPUA and the Customer agree that the Customer shall contract and hereby does contract with the WTCPUA or the WTCPUA's representative to maintain, repair, and replace the Grinder Pump System on behalf of the Customer.
    - b. Residential Customers shall pay to the WTCPUA a monthly surcharge as provided in the Appendices.
    - c. Multi-Unit Residential Customers shall pay a surcharge as determined by the WTCPUA

- to recover the costs of operating, maintaining, and repairing the Grinder Pump.
  - d. The Customers shall immediately notify the WTCPUA upon discovery of any alarm or possible malfunction of the Grinder Pump.
  - e. The Customer will assign any available warranties for the Grinder Pump to the WTCPUA.
- v. Grinder Pump Systems Maintained by the Customer. New customers (after 3-15-12) with grinder pumps shall be required to maintain the Customer's Grinder Pump System. Any Customer maintaining a Grinder Pump System must agree that any repair and/or maintenance to the Grinder Pump System must be performed by a licensed plumber with a minimum TCEQ D Operator license, and such repairs, maintenance or replacement will be at the sole expense of the Customer. The Customers who maintain their own Grinder Pump Systems will be required to adhere to a maintenance schedule for Grinder Pump Systems and adhere to all the WTCPUA rules and regulations relating to Grinder Pump Systems. Any Customer who maintains a Grinder Pump System is not required to pay the Customer Surcharge related to the respective Grinder Pump System. An existing Customer may not maintain, repair or replace a Grinder Pump System, or cease paying the Customer Surcharge, until the Customer and the WTCPUA execute an agreement relating to the Grinder Pump System and/or Grinder Pump Addendum to the Customer Service Agreement in a form provided by the WTCPUA, authorizing the Customer to maintain and repair the Customer's Grinder Pump System. New Customers intending to maintain their own Grinder Pump System must execute a service agreement and Grinder Pump Addendum in the form provided by the WTCPUA prior to connection to the WTCPUA System.
- vi. If the Customer tampers with the Grinder Pump System or puts any prohibited materials or substances in the Grinder Pump System then the Customer shall be responsible for all of the WTCPUA's costs of repair or replacement of the Grinder Pump System or any other components of the alternative wastewater system.
- vii. As a condition to the WTCPUA's initiation or continuation of wastewater service to a Customer with an installed Grinder Pump System:
- a. The Customer will provide the WTCPUA with a right of access to the Customer's property at any time in case of an emergency and at all other reasonable times in a non-emergency case for the purposes of making any improvements, maintenance, repairs, and replacement of any components of the Grinder Pump System, including any Service Lines from the pump to the wastewater collection system and the service isolation valve in order to protect the integrity of the System.
  - b. The Customer shall be responsible for supplying power to the Grinder Pump System and for all costs associated with supplying power associated with the operation of the Grinder Pump System.
  - c. A WTCPUA-owned service isolation valve shall be provided upstream of any utility-owned, on-site component. When the on-site components are privately owned, a service isolation valve shall be located on the Service Line from the on-site components to the collection system, and as close as practical to the property line. The Customer agrees to and hereby grants to the WTCPUA an easement of access to the service isolation valve, such access to be granted at all times. The Customer agrees not to place any material on, cover, bury, pave over, locate permanent fixtures, or otherwise obstruct any clean out, valve, or the Service Line and the area located within one foot on either side of the Service Line.
  - d. The WTCPUA shall manage any residual materials that may be generated by use of the Grinder Pump, including collection, transportation, and disposal of the residual materials.
  - e. The WTCPUA and the Customer agree that the Grinder Pump System is the property of the Customer; however, once the Grinder Pump System is installed, it becomes an integral component of the WTCPUA's System and not as a part of the home plumbing for the Property as required by the Rules of the TCEQ.

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

by a licensed plumber with a minimum of a TCEQ D Operator license.

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

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

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

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

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

## APPENDIX E

### **RULES GOVERNING THE MANAGEMENT OF FATS, OILS, AND GREASES**

#### **A. PURPOSE AND POLICY**

These Rules and Regulations set forth the uniform requirements for the installation, operation, and maintenance of grease traps or interceptors as well as for the transportation and disposal of fats, oils, and greases (collectively, FOG) generated by SIUs that are not Historic SIUs. In this Appendix E, the defined term “SIUs” shall mean any SIU that is not a Historic SIU. The purposes of these Rules are as follows:

- (a) To prevent the introduction of FOG in such qualities or quantities that may interfere with the operation and maintenance of the WTCPUA wastewater collection and treatment system.
- (b) To prevent sanitary sewer overflows and to protect the health and safety of WTCPUA customers.

#### **B. APPLICABILITY**

- (a) These requirements shall apply to all SIUs, including those that are undergoing (i) new construction, (ii) interior remodeling to accommodate expansion or operational modifications, and/or (iii) change of ownership/occupancy. These requirements do not apply to residential customers.
- (b) SIUs generating FOG as a result of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriately sized grease traps or interceptors. These SIUs include, but are not limited to, restaurants, food manufacturers, food processors, grocers, hospitals, hotels and motels, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption.
- (c) No SIU may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, nonbiodegradable cutting oil, mineral oil, or any FOG of animal or vegetable origin into the WTCPUA Wastewater System in such amounts as to cause interference with the ability of the WTCPUA to operate the Wastewater System, as designed, or as to cause pollutants to pass through the treatment works of the Wastewater System into the environment.

#### **C. DEFINITIONS**

- (a) **Act** means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.
- (b) **BOD** means the value of the 5-day test for Biochemical Oxygen Demand, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”
- (c) **EPA** means the United States Environmental Protection Agency.
- (d) **Fats, oils, and greases (FOG)** means organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in



40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases."

- (e) **Generator** means any person who owns or operates a grease trap/grease interceptor, or whose act or process produces a grease trap waste.
- (f) **Grease trap or interceptor** means a device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system. Grease traps and interceptors are also referred to herein as "grease traps/interceptors."
- (g) **Grease Trap Waste** means material collected in and from an grease trap/interceptor in the sanitary sewer service line of a commercial, institutional, or industrial food service or processing establishment, including the solids resulting from de-watering processes.
- (h) **Indirect Discharge or Discharge** means the introduction of pollutants into a POTW from any non-domestic source.
- (i) **Interference** means a discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the PUA's TPDES permit.
- (j) **Manifest** means a pre-printed, sequentially numbered, multi-part document issued by the PSB used to identify the generator of grease trap/interceptor waste, the transporter, and the final disposal facility.
- (k) **pH** means the measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.
- (l) **POTW or Publicly Owned Treatment Works** means a treatment works which is owned by a state or municipality as defined by section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For purposes of this Rule, the terms "sanitary sewer system," "POTW," and "Wastewater System" may be used interchangeably.
- (m) **SIU** means a significant industrial user, and this defined term shall have the meaning provided in the WTCPUA Tariff, as modified by Section A of these Rules.
- (n) **Historic SIU** shall have the meaning provided in the WTCPUA Tariff.
- (o) **TCEQ** means the Texas Commission on Environmental Quality, and its predecessor and successor agencies.

- (p) **Transporter** means a person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 TEXAS ADMINISTRATIVE CODE §312.142.
- (q) **TSS** means the value of the test for Total Suspended Solids, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”
- (r) **User** means any person, including those located outside the jurisdictional limits of the city, who contributes, causes or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

#### **D. INSTALLATION AND ONGOING OPERATIONS AND MAINTENANCE**

##### **(a) Installations**

- 1) New Facilities. Food processing or food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with locally adopted plumbing codes or other applicable ordinances. Grease traps/interceptors shall be installed and inspected prior to receiving wastewater service from the WTCPUA.
- 2) Existing Facilities. Existing grease traps/interceptors must be operated and maintained in accordance with the manufacturer's recommendations and in accordance with these Rules, unless specified in writing and approved by the WTCPUA.
- 3) All grease trap/interceptor waste shall be properly disposed of at a facility in accordance with federal, state, and/or local laws, regulations, and rules.

##### **(b) Cleaning and Maintenance**

- 1) Each SIU shall ensure that its grease traps and grease interceptors are maintained in an efficient operating condition at all times, in a manner that is consistent with industry standards and the recommendations of the equipment manufacturer(s).
- 2) Each SIU shall ensure that when its grease trap is pumped, it shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck, in which case such SIU shall ensure that its transporter arranges for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 Texas Administrative Code §312.143.

##### **(c) Cleaning Schedules**

- 1) Each SIU shall ensure that its grease traps and grease interceptors are cleaned as often as necessary so that (i) sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; (ii) the discharge is in compliance with local discharge limits; and (iii) no visible grease is observed in the discharge of wastewater into the WTCPUA Wastewater System.
  - 2) At a minimum, grease traps and grease interceptors subject to these Rules shall be completely evacuated, cleaned, and inspected at a **minimum** of once every ninety (90) days, or more frequently when:
    - (A) twenty-five (25) percent or more of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases; or
    - (B) the discharge exceeds BOD, TSS, FOG, pH, or other pollutant levels established in Section 2.11 of the Tariff; or
    - (C) if there is a history of non-compliance.
- (d) **Manifest Requirements**
- 1) Each pump-out of a grease trap or interceptor owned by a SIU must be accompanied by a Manifest to be used for record keeping purposes of the SIU.
  - 2) Every SIU who generates, collects and transports grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a Manifest. The Manifest shall include:
    - (A) name, address, telephone, and commission registration number of transporter;
    - (B) name, signature, address, and phone number of the person who generated the waste and the date collected;
    - (C) type and amount(s) of waste collected or transported;
    - (D) name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;
    - (E) date and place where the waste was deposited;
    - (F) identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
    - (G) name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;

- (H) the volume of the grease waste received; and
  - (I) a consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.
- 3) Manifests shall be divided into five parts and shall be maintained as follows.
- (A) One part of the Manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.
  - (B) The remaining four parts of the Manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
  - (C) One part of the Manifest shall go to the receiving facility.
  - (D) One part shall go to the transporter, who shall retain a copy of all Manifests showing the collection and disposition of waste.
  - (E) One copy of the Manifest shall be returned by the transporter to the person who generated the waste within 15 days after the waste is received at the disposal or processing facility.
  - (F) One part of the Manifest shall go to the WTCPUA within 7 days of receipt of cleaning. Manifests shall be mailed to:  
  
West Travis County Public Utility Agency  
Attn: General Manager  
13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, TX 78738
- 4) Copies of Manifests returned to the waste generator shall be retained for five years and be readily available for review by the WTCPUA.

#### **E. PENALTIES**

- (a) Administrative penalties may be imposed for violations (e.g. failure to follow pumping frequency, failure to maintain grease trap/interceptor in proper working condition, etc.) to this Rule.
- (b) To the extent allowed by law, any SIU violating any of the provisions of these Rules shall be subject to a \$1,000 civil penalty for the first violation, a \$1,500 civil penalty for the second violation, and a \$2,000 civil penalty for the third violation within a two-year period. Consistent violations may result in termination of service.