

ORDER ESTABLISHING WATER AND WASTEWATER SERVICE
RATES, CHARGES AND TAP FEES, AND ADOPTING
GENERAL POLICIES WITH RESPECT TO THE DISTRICT’S WATER,
WASTEWATER AND DRAINAGE SYSTEMS

August 22, 2023

WHEREAS, pursuant to Section 49.212, Texas Water Code, the Board of Directors (the “Board”) of Williamson-Travis Counties Municipal Utility District No. 1 (the “District”) is authorized to adopt and enforce all necessary rates, charges, fees and deposits for providing District facilities or services.

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF Williamson-Travis Counties Municipal Utility District No. 1 as follows:

I. General Policies.

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

1. “PUE” shall mean Public Utility Easement.
2. “District’s representative” shall mean and refer to the general manager of the District or another representative or employee for the District acting pursuant to the direction of the general manager or the Board of Directors of the District.
3. “Rules” shall mean and refer to such rules and regulations as the District may adopt pursuant to Section 54.205, Texas Water Code.
4. “Systems” shall mean and refer to the District’s water, wastewater and drainage systems.
5. “Living Unit Equivalent” or “LUE” shall mean a unit of measure representing the amount of water and/or wastewater committed to property as follows:

1 Single family dwelling	= 1 LUE
1 Duplex	= 1 LUE/each dwelling unit
Multifamily at 24 units or less per acre	= 0.7 LUE/unit
Multifamily at more than 24 units per acre	= 0.5 LUE

6. "Rate Unit" shall mean a factor utilized in calculating water and wastewater rates and based on meter size as follows:

Meter Size	Rate Unit
5/8"	1
3/4"	1.5
1"	2.5
1 1/2"	5
2"	8
3"	15
4"	25
6"	50
8"	80
10"	115
12"	200

B. All Services Required. Except as otherwise expressly authorized in the Rules or by the District's representative, no service shall be provided by and through the District's Systems unless the applicant agrees to take all services of the District including water, wastewater, solid waste disposal and fire protection.

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

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

II. Connections to the District's Systems.

A. Applications for Connections.

1. Any party desiring to make a connection to the District's Systems shall first make an application to the District's representative in the form approved by the Board of Directors of the District. The applicant shall, upon request, furnish the District's representative with evidence that the party who will actually install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of \$300,000.00 bodily injury and \$50,000.00 property damage, with an underground rider and a completed operations rider.

2. The District's representative shall review all applications for connections to the District's Systems. In the event that the District's representative finds that the materials to be used and the procedures and methods to be followed in laying the line and making the connection are equal to or better than the standards established by the Uniform Plumbing Code, the City of Cedar Park standards regarding water connections, and the City of Cedar Park's Plumbing Code regarding wastewater connections, and are in compliance with all terms and conditions of the Rule,

the District’s representative may approve the application and the proposed connection, subject to such terms of conditions as the District’s representative may approve the application and the proposed connection, subject to such terms or conditions as the District’s representative deems necessary or convenient to accomplish the purpose and objectives of the Rules.

B. Payment of Fees. Any party desiring to make a connection to the District’s water or wastewater system shall pay the appropriate water tap fee or sewer tap fee or sewer tap fee to the District’s representative at the time the application for such connection for said property is made. No connection shall be made until such fees are paid.

C. Tap and Inspection Fees. Security Deposits.

1. Taps.

a. Water Tap Fees. The District’s water tap fees per meter shall be as follows:

Meter Size	Tap Fee
5/8”	\$650.00
3/4”	\$675.00
1”	\$900.00
1 1/2” and over	To be installed by the district at cost times 3

Water tap installation involving excavation of the water main shall be performed by the District at cost plus 25% in addition to the above water tap fee.

b. Sewer Tap Fees. The District’s sanitary sewer tap fees shall be as follows:

Residential	\$650.00/LUE
Commercial	\$1,250.00/Connection

Sewer tap installation involving excavation of the sewer main shall be performed by the District as cost plus 25% in addition to the above sewer tap fees.

c. Transfers of Taps; Tap Fees Nonrefundable. The fee for the transfer of a tap from one address to another address, where no meter has been set in place, shall be \$25.00. There shall be no transfers of taps from one address to another address where a meter has been set in place. All tap fees shall be non-refundable and, upon payment, shall become the property of the District.

d. Provisional Tap Sales Prior to Acceptance of Facilities. Following the completion of construction of water and wastewater facilities within a subdivision which is under construction and certification by the District’s engineer that all conditions for acceptance of the water and wastewater facilities have been satisfied, a homebuilder may purchase taps for

residences under construction on a provisional basis. Such connections may not be transferred from the homebuilder to a homebuyer or occupant until the facilities in question have been accepted by the District for operation and maintenance.

2. Plumbing Inspections. The District will conduct five inspections of new residential and commercial plumbing construction to comply with the TCEQ Rules and applicable laws. An inspection will be conducted at the time the service line is constructed, at the time of plumbing rough-in, for copper, at top-out, and upon completion of construction. The fee for these inspections, which will be performed by an independent plumbing inspector retained by the District, will be as follows:

Single-family residential inspections:	\$50.00 each
Other:	To be determined by the District's representative based upon the size and scope of the project.

In addition, an inspection will be performed on all new irrigation system plumbing installations at a cost of \$50.00 per inspection. If an inspection is failed, a fee of \$50.00 will be assessed for any re-inspection required. If the property is not accessible for inspection at the time an inspection is scheduled, the inspection will be deemed to have been failed, and the re-inspection fee will be assessed. A deposit, in the amount of \$500.00, to secure payment of the applicable inspection fees will be collected at the time of purchase of the water and wastewater tap for the new construction. Such security deposit shall be in addition to the security deposit required by Section II(C)(4) below and shall not be transferable. At its option, the District may apply all or any part of such security deposit toward fees owed pursuant to this Section. The balance of the security deposit, if any, shall be refunded to the customer at the time the property passes the final inspection. In no event shall the security deposit bear interest for the benefit of the customer.

3. Waiver of Tap Fees. The District's water and/or sanitary sewer tap fees may be waived if the Board of Directors of the District or the District's Representative determines that the water and/or sanitary sewer connection shall be an enhancement to the District and of benefit to the general public within the District, i.e., irrigation meters for common landscaped areas or utility service for use within parkland to be dedicated to the District; provided, however, that the applicant for such waiver shall be required to pay the cost of such connection to the District in lieu of such tap fees. Security Deposit. A security deposit per connection shall be included in the first billing to each customer in the following amounts:

Meter Size	Security Deposit
5/8"	\$200.00 for residential owners, \$200.00 for residential renters, \$750.00 for multifamily residential served by one meter and \$750.00 for commercial

Meter Size	Security Deposit
3/4"	\$200.00 for residential owners, \$200.00 for residential renters, \$750.00 for multifamily residential served by one meter and \$750.00 for commercial
1"	\$1,000.00 for multifamily residential served by one meter and \$1,000.00 for commercial
1 1/2"	\$1,200.00 for multifamily residential served by one meter and \$1,200.00 for commercial
2"	\$1,200.00 for multifamily residential served by one meter and \$1,200.00 for commercial
Over 2"	3 Times Estimated Monthly Usage

Security deposits shall not be transferable and shall be held by the District to assure the prompt payment of all bills for water and wastewater services to the customer. At its option, the District may apply all or any part of a customer's security deposit against any delinquent bill of the customer. Upon discontinuation of service, the deposit shall be applied against amounts due, including any disconnection fees, whether because of the customer's delinquency or upon the customer's request. Any portion of the deposit remaining after deduction of such amounts shall be refunded to the customer. In no event shall the security deposit bear interest for the benefit of the customer.

D. Park Development Fees. The District will collect a park development fee of \$500.00 per connection at the time a water or wastewater tap is purchased. This fee will be placed in the District's dedicated park fund and used solely for the development, operation and maintenance of District recreation facilities.

E. Non-routine Additional Fees. Any non-routine charges incurred by the District in connection with any water tap, sewer tap and/or inspection shall be the responsibility of the applicant for such connection and shall be payable to the District on the first billing after the service. If a customer requests the District to investigate a problem with water or wastewater lines, including but not limited to line breaks or leaks, and the problem is found to be on the customer's side of the connection, the District shall charge the customer the District's total expense incurred in responding to the customer's request to investigate. Such expenses may include, but are not limited to, equipment use and rentals, materials, labor, and any subcontracted services. Fees for associated expenses shall be billed to the customer on the customer's next water bill and such amount shall be collected in the same manner as charges for water and wastewater services.

F. Past Due Property Taxes. In accordance with the authority granted to the District pursuant to §49.212(c) of the Texas Water Code, the District may discontinue any or all facilities or services to enforce payment of taxes that have been delinquent for not less than six months. For any customer who has failed to pay taxes owed to the District, and such payment is delinquent for six months or longer, the unpaid taxes and other charges associated with such unpaid taxes shall be placed on such customer's bill for water service and if such amounts are not paid in full by the date the bill for water service is due, then such amounts will be collected in accordance with Section IV below and if unpaid, water service shall be terminated to such customer's property in accordance with the provisions of Section IV below.

III. Water and Wastewater Service.

A. In-District Service. Any party desiring to receive in-District service from the District's water or wastewater systems shall make an application for such service to the District's representative. Each applicant for service shall furnish proof of identification in the form of a driver's license number and a Social Security number

B. Out-of-District Service.

1. Applications for out-of-District service shall be received and considered in accordance with the District's "Annexation and Out-of-District Service Policy", as the same may be amended from time to time.

2. Each out-of-District service customer shall be required to pay a capacity commitment charge for each LUE of service committed based upon debt service requirements, property valuations, and the level of service requested. For purposes hereof, the following terms shall have the meanings set forth below:

a. "Tax Equivalent" is a sum equivalent to that portion of the District's debt service tax for the year in which the out-of-district service request is granted attributable directly to bonded indebtedness for water and wastewater facilities. For example, as of January 1, 1988, 40.68% of the District's debt service tax rate was directly related to water and wastewater facilities and the debt service tax rate was \$.90/\$100; therefore, the Tax Equivalent as of January 1, 1988, would be $$.90 \times 40.68\% = \$.37/\$100$.

b. "Unit Value" is the valuation of developed, unimproved property of the highest value within the District, on a per acre basis, as reflected in the most recent District bond application, either pending or approved, at the time the out-of-district service is granted.

The applicable capacity commitment charge shall be calculated, by the District's engineer, according to the following formula:

$$\text{Tax Equivalent} \times \text{Unit Value} = \text{Capacity Commitment Charge Per LUE}$$

$$\text{Capacity commitment charge per LUE} \times \text{LUEs granted} = \text{Capacity Commitment Charge}$$

The Capacity Commitment Charge shall be payable to the District by the applicant on or prior to the date the out-of-district service commitment is approved.

3. Each commitment for out-of-district service approved by the District shall be valid for two (2) years from the date of the Board of Directors meeting at which the commitment was approved (the "Commitment Date"). On the second anniversary of the Commitment Date, the out-of-district service commitment shall automatically terminate and be of no further force or effect as to any LUEs of service not then being utilized by the applicant.

C. General Provisions.

1. Bills for residential sewer service shall be computed on the basis of the average amount of water used by the customer during the winter season based upon the average of the monthly readings of the customer's water meter for the preceding November through March. Customers moving from one residence within the District to another residence within the District shall be entitled to transfer their winter average from their former residence to their current residence. If a residential customer does not have history of water usage during the preceding November through March, the customer's monthly sewer bill shall be calculated based upon 10,000 gallons of water usage.

2. Bills for nonresidential sewer service shall be calculated based upon the customer's current monthly water usage, excluding meter readings for water used exclusively for irrigation.

D. District Service Rates. The following rates and charges shall be in effect for all services provided by the District, effective for usage beginning the next billing cycle after September 19, 2018:

1. Basic Service Fees.

a. The Basic Service Fee for all single family residential customers shall be \$25.00, which includes 0 gallons of water and sewer service. Solid waste, recycling and hazardous waste disposal are included in the fee. The Basic Service Fee for customers aged 65 or older shall be \$18.43. The Basic Service Fee shall be due and payable even if the customer's water meter has been disconnected or sewer service has been disconnected.

b. The Basic Service Fee for all commercial customers (which includes builder accounts, meters serving more than one residential unit, and irrigation meters), including 0 gallons of water and sewer service, shall be \$2500 times Rate Unit based on meter size. The Basic Service Fee shall be due and payable even if the customer's water meter has been disconnected or sewer service has been disconnected.

2. Monthly District Water Rates.

Residential

Gallonge Charge	\$4.66 (per 1,000 gallons) for first 10,000 gallons
	\$5.60 (per 1,000 gallons) 10,001 gallons - 15,000 gallons
	\$6.71 (per 1,000 gallons) 15,001 gallons and above

Commercial

Gallonge Charge	\$6.71 (per 1,000 gallons)
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3. Monthly District Wastewater Rates.

Gallonge Charge	\$3.76 (per 1,000 gallons)
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4. Fire Hydrant Meter Fees. Any party desiring to utilize water from fire hydrants within the District shall be required to submit an application to the District's representative and to obtain a fire hydrant meter from the District's representative. There shall be charged and collected for each fire hydrant meter a fire hydrant meter fee in the amount of \$150.00 per month or any part of a month plus \$4.66 per 1000 gallons usage. A security deposit of \$2,000.00 shall be paid to the District's representative at the time the fire hydrant meter is issued. The security deposit for the fire hydrant meter shall be refunded to the applicant, less any amounts due for damage to the meter, at the time the meter is returned in good working order.

In-District Fire Protection Fee. Beginning with the next billing cycle following April 20, 2022, the sum of \$27.58 shall be collected by the District for fire protection services. The monthly charge for fire protection services shall be due and payable even if the customer's water meter has been disconnected or sewer service has been disconnected.

E. State Assessment. Effective September 1, 1991, in accordance with Senate Bill 2, passed by the 72nd Texas Legislature in Special Session, the District will collect a monthly regulatory assessment of one-half of one percent (.5%) of the charge for retail water and sewer service from all retail customers of the District. The regulatory assessment shall be listed on each detail of customer's bill as a separate line item, and shall be collected in addition to other charges for utility service.

F. Fee for Unauthorized Use of Water or Tampering with Water System. Any person who takes or uses water without prior authorization of the District, takes or uses water in excess of such authorization, or tampers with the District's water system shall be subject to a fee of 250.00 for each day such occurrence is observed. In addition, such person shall be charged for water taken or used at the applicable volume rates established herein. The fees in this Section III(F) shall be in addition to the other penalties provided by the laws of the State and to any other legal rights and remedies of the District as may be allowed by law, including, but not limited to prosecuting any person who violates Section 49.288, Texas Water Code, as amended, and those stated in Section IX below.

G. Meter Read Rechecks and Leak Billing Adjustments. Customers may contact the District if they believe their water bill is unusually high, possibly due to a leak in the water system, and the following procedures will be followed:

1. The District's Representative will offer the customer an optional meter recheck and inform the customer that if the original meter read was correct, the customer will be charged the cost of the meter testing plus a \$30.00 meter recheck fee. The cost of meter testing plus the \$30.00 meter recheck fee will be charged to the customer on the first bill after the service if the original meter read is confirmed to be accurate.

2. The District's Representative will review the water usage to confirm the monthly usage is higher than the average time of year and will ask the customer if there was a leak in the home or irrigation.

a. If the customer had a leak and has a repair invoice for an underground leak or irrigation repair made in the time associated with the high water use, the District's Representative will calculate the total water use down to the first tier's rate. Water adjustments will not be made for leaks inside the house, including, but not limited to running toilets, faucets, hot water heaters.

b. If the customer had a leak and has not repaired it, the District's Representative will request that the customer hire a plumber to investigate. No leak adjustment will be considered without a repair for an underground leak or irrigation repair.

c. If the customer believes there is no leak causing high water usage, the District's Representative will offer to test the meter to determine if the District meter is recording water flow incorrectly.

i. If the meter results show there is an issue with the meter adverse to the customer, the District's Manager will adjust the billing to an average of water use over the last year's average during the same season.

ii. If the meter is tested and there are no issues adverse to the customer, the customer will pay the costs for the testing, plus a \$30.00 fee.

3. The District's Representative may offer a payment plan up to 3 months. The Board must approve a longer payment plan.

4. A resident may have only 1 payment plan during a 12 month period.

5. For residential customers, the District's Representative shall, in cases where the approved water billing adjustment is for usage in November through March, also adjust the monthly usage for purposes of calculating the winter average, to the amount of usage in that month in the preceding year. For commercial customers, the District's Representative shall, in cases where a water billing adjustment is approved for a non-irrigation meter, also adjust the wastewater billing to amount billed in the same month of the prior year, if the nature of the leak is such that the leaking water likely did not enter the District's wastewater system.

H. Water Meters: The District will replace water meters at no cost to the customer when deemed necessary by the District, using a meter design and type of the Districts choosing.

IV. Billing, Delinquent Accounts, Partial Payments and Disconnection of Service.

A. The District shall bill each customer monthly for all services rendered in the preceding month. All bills shall be due when rendered and shall become delinquent if not paid sixteen (16) days after issuance. All charges must be paid by credit card, check (including electronic checks) or money order. Cash payments will not be accepted. Any partial payment shall be applied to the oldest charges on the account regardless of whether the charges are late charges, water or wastewater service, fire protection, assessed fees or any other service.

B. A late charge of five percent (5%) of the amount of the bill shall be added for each monthly billing date the delinquent amount remains unpaid. If a bill remains delinquent or is paid with a check which is dishonored, water service may be discontinued in accordance with this paragraph. Prior to termination, the customer shall be given written notice by separate mailing or hand delivery of the amount due. The notice shall have the words "TERMINATION NOTICE" or similar language prominently displayed on the face thereof and shall advise the customer of his right to request and be granted a hearing, and shall state the date upon which water service shall be terminated, which date shall be not less than fifteen (15) days from the date such notice is sent.

Such notice shall state the time and place at which the account may be paid and that any errors in the bill may be corrected by contacting the District's representative, whose telephone number shall also be given in such notice.

C. The District reserves the right to institute suit for the collection of any amounts due and unpaid, together with interest thereon at the maximum legal rate and reasonable attorney's fees.

D. 1. The District further reserves the right to charge a customer paying a bill with a check which is dishonored an amount equal to the bank charges the District incurred plus \$25.00. This fee will not be less than \$45.00.

2. If a customer pays a District utility bill by a check that is dishonored, the District's Representative will promptly leave a courtesy notice or "pink tag" on the door of the address to which the service in question is provided notifying the customer. This will state that service will be terminated not earlier than three days from the date of the notice unless the account is paid in full by credit card, electronic check, certified or cashier's check or money order.

E. Notification of Alternative Payment Programs or Payment Assistance. Anytime a customer contacts the District's representative to discuss their inability to pay a bill or indicate that they are in need of assistance with their bill payment, the District's representative shall inform the customer of all available alternative payment and payment assistance programs available from the District, such as deferred payment plans, as applicable, and of the eligibility requirements and procedure for applying for each. A deferred payment plan is an arrangement or agreement between the District and the customer in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. All deferred payment arrangements must be in writing. It is understood that the District's representative may suspend the termination of services to customers

for up to 30 days based upon the District's representative's determination that the customer is making good faith effort to pay the District's account; however, extensions beyond 30 days must be approved by the Board. Deferred payment plans that go into default will result in the termination of service and will follow the standard protocols for delinquent accounts which have been terminated. Accounts which defaulted on deferred payment plans will not be eligible for alternative payment plans for 12 months from default without board approval.

V. Reconnection of Service.

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

1. Water System.
 - a. when meter moved \$40.00
 - b. when meter not moved \$40.00
 - c. additional fee for after hours District Cost
reconnect (when reconnection
requested or payment made after
2:00 p.m.)

2. Wastewater System - two times the cost of the District.

Collection of All Amounts Owed to District. In the event of any discontinuation of service, whether because of customer's delinquency or upon a customer's request, the District shall prior to reconnection collect from such customer, in addition to the foregoing charge for reconnection, payment of all amounts owed to the District and which have been billed to such customer, even if such amounts are not delinquent. Such amounts and the reconnection fee must be paid by credit card, electronic check, certified or cashier's check or money order.

VI. In the event service at an address is to be transferred to one customer name to another customer name there shall be assessed the following charge: Transfer fee: \$25.

VII. Service Commitment and Review Fees. Applicants for service commitments, construction plan review and/or inspection, or subdivision plan review and/or inspection shall be responsible for the payment of all legal, engineering and/or management fees incurred by the District in reviewing such applications. At the first Board meeting following receipt by the District of any application, the Board shall establish a deposit amount which is equivalent to the estimated consultant fees which are expected to be incurred in connection with such application, and the applicant shall be required to deposit such amount with the District prior to any review or processing work being initiated. When the deposit is depleted to a quarter of its original amount the District's Manager shall report to the Board at the next Board meeting and the Board will determine whether or not the deposit shall be restored to its original amount, or such amount as the Board shall approve. All consultant

fees incurred by the District associated with any such application shall be charged against the amount of the deposit. Upon completion of the review process, the applicant shall be required to pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment of all fees shall be returned to the applicant. No service commitment or plan approval shall be issued by the District until all fees have been paid.

- VIII. Development and Utility Construction Agreements. Applicants who desire to enter into a utility construction agreement or other type of development agreement with the District shall be responsible for the payment of all legal, engineering and/or management fees incurred by the District in negotiation of such agreements. No agreement shall be executed by the District or shall become effective until such fees are paid.
- IX. Theft of Water. Any person taking water from the District's water system without complying with this Order may be subject to the filing of a complaint for violation of Sec. 28.03, Penal Code, entitled "Criminal Mischief." In addition, the Board of Directors may, at a hearing at which the violator has had reasonable opportunity to appear and answer, impose a civil penalty up to \$5,000 per violation.
- X. The Secretary of the Board is hereby directed to file a copy of this Order in the principal office of the District.

PASSED AND APPROVED this 22nd day of August, 2023.

/s/ Hanoi Avila
President, Board of Directors

ATTEST:

/s/ Kelley Masters
Secretary, Board of Directors

[DISTRICT SEAL]