

**AN ORDER OF THE BOARD OF DIRECTORS OF THE LAKEWAY MUNICIPAL UTILITY DISTRICT AMENDING AND RESTATING THE DISTRICT’S RATE ORDER; AND MAKING FINDINGS AND OTHER PROVISIONS RELATED AND APPLICABLE THERETO; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Lakeway Municipal Utility District (the “District”) is authorized and required to establish, revise, maintain and collect rates and charges for all District Potable Water, Wastewater, and Reuse services and facilities, used and useful, both in and outside of the District which will enable the District to timely pay all indebtedness of its Potable Water, Wastewater, and Reuse Water Systems, provide for a reserve for emergencies and contingencies as authorized and required by the Texas Water Code and the covenants and conditions contained in the District’s Orders which authorized the issuance and sale of its outstanding Potable Water and Wastewater System Bonds; and

WHEREAS, the District’s Board of Directors (the “Board”) has reviewed its existing Potable Water, Wastewater, and Reuse Water System rules, regulations, rates, charges, and penalties for service, and has determined to make certain revisions thereto, and to confirm, re-enact and continue all other matters relating thereto so that all such matters be contained in a single Rate Order (“Order”).

WHEREAS, this Order amends and replaces the Order adopted by the Board on October 8, 2025.

**NOW THEREFORE, IT IS ORDERED BY THE BOARD OF DIRECTORS OF THE LAKEWAY MUNICIPAL UTILITY DISTRICT THAT:**

The foregoing recitations and findings are found to be true and correct, incorporated herein by reference, and made a part of this Order. All prior Orders, Resolutions, and/or policies of the District in conflict with the provisions of this Order are repealed to the extent of any such conflict; otherwise, the same are confirmed, re-enacted, and shall continue in full force and effect.

The following provisions are adopted by the Board and shall be effective beginning on the date of adoption and continuing in effect until amended by the Board:

**I. DEFINITIONS**

**Account** – means the District’s organization of information and data pertaining to a Service Address during the tenure of a Customer’s Service with the District with Service initiated and terminated by the Customer or under the District’s legal authority. An Account’s information and data is considered private and only disclosed to the Customer or to Persons with the Customer’s written permission or legal authority.

**Authorized Agent** – means an individual, partnership, association, firm, public or private corporation, or other legal entity retained by the District to provide services to the District (e.g., inspection services, plan review, legal services, etc.)

**Authorized Representative** – means an individual, partnership, association, firm, public or private corporation, or other legal entity designated by a Customer to act on their behalf.

**Backflow Prevention Device** – means a device connected to a Customer’s Service Line used to protect the District’s potable water supplies from contamination or pollution due to backflow.

**Base Rate** – means the fixed fee a Customer pays for Service from the District independent of their volume of use. The District’s Base Rate for potable water Service is dependent on Meter size. The District’s Base Rate for wastewater Service is dependent on Meter size and Service Address location. There is no Base Rate for reuse water Service. The Base Rate may be adjusted over time by the General Manager with approval from the Board.

**Billing Classifications** – means categories of Customers used for billing purposes as set forth on Exhibit F attached to this Order.

**Billing Cycle** – means the timeframe shown in the table in Section IV of this Order indicating the length of time between the last billing statement closing date and the start of the next used to calculate prorated bills to help ensure Customers are billed only for the number of days they used the Service(s)

**Billing Period**– means the District’s billing model that sets specific dates for Customers regardless of the date they initiated Service as shown in the table in Section IV of this Order.

**Board** – means the Board of Directors of the District. The Board consists of five (5) members. The Directors are elected in May of each even-numbered year to serve a four (4) year term. The terms are staggered so that at most three (3) Director positions are filled per election. The Board is responsible for the management of all the affairs of the District, setting policy and Service rates, approving major operating expenditures and approving all capital expenditures. Board meetings are open to the public and held the second Wednesday of each month, unless otherwise notified, and as needed for special Board meetings.

**Business Hours** – means the part of the day when the District commonly conducts business, consisting of Monday through Friday from 8:00 A.M. to 5:00 P.M. excluding Official District Holidays. Any work conducted outside of these hours is considered “after hours.”

**Connection** – means any point at which a Service Address is connected to the District’s System.

**Customer** – means the primary and optional secondary Person(s) currently listed as having an active Account with Service(s) at a specified Service Address. The Customer is liable for payment of all District Service(s) assigned and any additional fees, penalties, or other charges assessed to the Service Address while their Account is active.

**In-District Customer** – means a Customer at a Service Address located within the Certificate of Convenience and Necessity (CCN) boundaries of the District. This Customer base, unlike “Out-of-District Customers” is assessed ad valorem taxation by the District under the Texas Property Tax Code and are assessed “In District” Service rates.

**Non-Taxable Customer** – means any Customer that is exempt from ad valorem taxation by the District under the Texas Property Tax Code, including but not limited to churches and schools.

**Out-of-District Customer** – means a Customer at a Service Address located outside of the CCN boundaries of the District who receives service from the District at the sole discretion of the District, subject to applicable laws. This Customer base, unlike “In-District Customers” is not assessed ad valorem taxation by the District under the Texas Property Tax Code and are assessed “Out of District” Service rates.

**Delinquency Date** – means 5:01 P.M. on the Payment Due Date, subject to adjustment, as defined by and under the provisions of Sections IV and XII of this Order.

**District** – means the Lakeway Municipal Utility District, Public Water System (PWS) ID number TX2270012, and/or its active employees, Board of Director members, or Committee members acting on behalf of the District.

**District’s Fiscal Year** – means a 12-month cycle coinciding with planning, budgeting, or revenue cycles beginning October 1 each calendar year.

**District’s Plumbing Code Modifications** – means an Order containing the District’s deletions, changes, and additions to the Uniform Plumbing Code, established to provide minimum and uniform standards to safeguard life, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, and workmanship of all structures to be served with potable water, wastewater, and/or reuse water Service by the District.

**District’s Specifications and Standards** – means and includes, collectively, the District’s Standard Details, Wastewater Backup Relief Valve Installation Guide, Grease Interceptor Requirements, Residential Wastewater Pump Installation Requirements, and any other authorized Forms, guidelines, and specifications adopted or announced by the District.

**District’s System** – means, collectively, the District’s potable water, wastewater, and reuse water systems used to provide services to the District’s Customers, and individually any one of those systems.

**Form** – means an official form provided by the District to a Customer, Person, or Property Owner that contains terms and conditions that must be completed and submitted to the District in order to initiate, change, or terminate Service. The District has a right to update the forms, however the Customer, Person, or Property Owner remains subject to the provisions of the version of the form they completed and submitted to the District.

**General Manager** – means the General Manager of the District who works under the general advisory by the President of the Board, with oversight and approval by the Board, and pursuant to the orders, policies, and directives of the Board. Responsible for leading and directing the overall operation and maintenance of District potable water, wastewater, and reuse water systems and programs.

**Grinder Pump System** – means the wastewater conveyance system as described on Exhibit A-1 attached to this Order and in the Grinder Pump Service Program on Exhibit A attached to this Order, consisting of, but not limited to, a pump, (with level sensors, e.g. float switches) a tank/basin, and an electrical panel that runs on 240 volt electricity used to move wastewater from household water-using appliances (toilets, bathtubs, showers, washing machines, etc.) that flows through the home’s pipes into the grinder pump system’s holding tank/basin where, once it reaches a certain level, the pump will turn on, grind the waste into a fine slurry, and pump it to the District’s System.

**Meter** – means a District-owned potable water or reuse water Meter used primarily by the District to measure the quantity (volume) of water at a Connection. The District transitioned in December 2021 from automatic meter reading (AMR) to advanced metering infrastructure (AMI) meters or “Smart Meters” (the District’s standard Meter) that are equipped with cellular transmitters that send water use information to a receiver where the data is encrypted and sent electronically to the District.

**Fire Hydrant Meter** – means a District-provided device used by a Customer to document flow

capacity at a specific point in a distribution system or to track a cumulative volume of water use over a period of time.

**Official District Holidays** – The following list of holidays will be observed by the District each year: New Years Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year’s Eve. Should any holiday fall on a Saturday, the previous Friday will be observed; any holiday falling on a Sunday, the following Monday will be observed.

**Condominium Association** – means a non-profit organization organized for the purpose of representing the interests of a group of Property Owners with Services provided by the District.

**Person** – means and includes an individual, corporation, organization, government or governmental entity, subdivision or agency, business trust, estate, trust, partnership, association, and/or any other legal entity.

**Property Owner** – means a Person who owns a Service Address.

**Public Utility Easement** – means an easement that is maintained by a Property Owner and legally utilized by the District and other utility providers to install and maintain system appurtenances in which any structure or other element impeding this access must not be placed.

**Rate Schedules** – means Exhibits A, B, C, D and E attached to this Order.

**Reuse Water** – means non-potable water provided by the District solely for landscape irrigation purposes. Under TCEQ Chapter 210 Authorization, the District rigorously tests and treats reuse water (also known as “reclaimed” or “recycled” water) to the highest standards, known as “Type I reclaimed water”, which is regularly monitored, tested, and known to be safe and environmentally friendly.

**Security Deposit** – means a deposit of money to be paid by a Customer or Person requesting Service from the District in the amount shown on Exhibit B attached to this Order to help insure the District against losses that result from unpaid or underpaid bills by the Customer.

**Service** – means the provision of potable water, wastewater, and/or reuse water by the District to a Customer in accordance with all applicable laws and regulations.

**Retail Service** – means the provision of Service to a Customer at a Service Address.

**Wholesale Service** – means the provision of Service to a public potable water and/or wastewater supplier on terms and conditions set forth in a written contract between the District and said entity allowing said entity to provide retail service to its customers.

**Service Address** – means a physical location, composed of a number, street, city, state, and ZIP Code, recognized by the U.S. Postal Service where Service is provided by the District.

**Service Application Fee** – means the fee charged by the District at the time of submittal of an Application and Service Contract Form to cover the cost of application review and setting up an Account as set forth on Exhibit E attached to this Order.

**Service Area** – The area defined by a Certificate of Convenience and Necessity (CCN) issued by the Public Utility Commission of Texas (PUC) in which the District has been authorized to and is

legally obligated to provide a specified continuous and adequate Service in which another PWS cannot infringe upon those boundaries.

**Service Line** – means the pipe, tubing, and fittings running from the foundation of a structure connecting to a Customer’s Meter (for potable and/or reuse water Service Lines) or directly to a Tap (for wastewater Service Lines), including but not limited to houses, additional dwelling units, pool/spa, commercial structure, etc. located between the foundation of a structure to a Customer’s meter or Tap.

**Service Term** – means the period during which a Customer receives Services from the District with a start date as indicated on the Customer’s Service Agreement and termination date as indicated on a Customer’s Termination of Service form for a corresponding Service Address.

**Tap** – means the valve connecting a Service Line to the District’s System.

**Tap Fee** – means the charge assessed to a Customer for the District or an Authorized Agent to install a new meter and/or Tap as set forth on Exhibit C attached to this Order.

**Volume Rate** – means the fee a Customer pays for each Service from the District dependent on the volume of each Service used at their Service Address during a Billing Period. The District’s Volume Rate for potable water Service is dependent on Meter size using a tiered-rate structure. The District’s Volume Rate for wastewater Service is dependent on “Winter Averaging” as defined in Section IV of this Order. The Volume Rate may be adjusted over time by the General Manager with approval from the Board.

**Wastewater Multiplier** – means the product of the ratios of the measured Biochemical Oxygen Demand and Total Suspended Solids (as those terms are defined in as defined by the Texas Commission on Environmental Quality) to the residential design value of 200 mg/l, subject to the further provisions of Section IV of this Order.

## II. PRELIMINARY REQUIREMENTS

**Service Agreement, Fees, Deposits, Inspections.** An Application and Service Contract Form, together with a Service Application Fee as set forth on Exhibit E attached to this Order, must be submitted by a Person requesting Service and approved by the District prior to commencement of construction of a new Service Line (for new structures) or prior to Account initiation (for existing structures). An Account becomes active after the Service Fee, other applicable fees, and Security Deposit (if required by Section V of this Order) have been paid to the District. Failure to secure a Service Agreement with the District when required may result in Service disconnection.

**Backflow Prevention Assembly Test & Maintenance Report.** The District’s “Backflow Prevention Assembly Test & Maintenance Report” Form must be completed by a Customer or their Authorized Representative and submitted to the District for each assembly tested at a Service Address within the District’s Service Area for recordkeeping purposes. Failure to comply may result in inspection fees in the amount on Exhibit D and/or non-compliance fees on Exhibit E attached to this Order.

**Plumbing Permit Required.** Prior to making a Connection, making repairs, or adding onto plumbing systems connected to a District’s System, a Customer or their Authorized Representative must obtain a Plumbing Permit from the District and pay all inspection fees associated with such permit

as set forth on Exhibit D attached to this Order. Permits are valid for 365 days; a permit extension request must be filed with the District prior to the expiration date to keep it active. All associated fees are non-refundable. Penalties for non-compliance are set forth on Exhibit E attached to this Order. Customers are responsible for the payment of any fees associated with obtaining a passed inspection before covering or enclosing the Connection(s).

**Fees and Deposits Required.** All fees and deposits will be charged and required only in accordance with the District's fee schedules in effect at the time the fee is charged, or deposit required. Related charges are due in advance of service and are non-refundable unless otherwise stated.

**Inaccessibility.** After a Meter, Fire Hydrant, Grinder Pump System, or District-owned Devices or other appurtenances installed in a Public Utility Easement have been set, the Customer shall at all times keep the area in, around, and upon the area free from rubbish and obstructions of any kind. An Inaccessibility Fee as well as a Labor Cost for the District or its Authorized Agent to clear the obstruction in the amount set forth on Exhibit E attached to this Order may be added to a Customer's Account when an area is made inaccessible during the District's required access. The District is not responsible for any damage associated with this labor.

### III. STANDARDS, INSPECTIONS, TAP FEES

**Utility Locating.** Each Person or Customer and/or their Authorized Representative(s) must contact the District before initiating any work near or pertaining to a Connection to a District's System in order to schedule the locating of District's System components and help prevent damage to the District's System. If any part of the District's System cannot be located, the District shall uncover it, which may result in an expense to the Customer at the associated Service Address. Failure to have District's System components located prior to initiating work and/or damaging a District's System component may result in an illegal use/tampering fee as set forth on Exhibit E attached to this Order.

**Plumbing Code and Specifications and Standards.** Each Connection to the District's System shall be made in compliance with the District's Plumbing Code Modifications and District Specifications and Standards. Installation of equipment and fixtures that are not in compliance with any other applicable codes, laws, ordinances, orders, or rules are also not permitted. Failure to comply with these standards or obtain a passed inspection within thirty (30) days of a project's completion date subject the Customer at the associated Service Address to non-compliance fees as set forth on Exhibit E attached to this Order.

**District Inspections.** Each wastewater Connection to a District's Tap must be inspected and receive an approved final inspection by the District or its Authorized Agent before the Connection is buried. If such Connection is made before or without such inspection and approval, the Connection must be uncovered by the Customer or its Authorized Representative, at the Customer's expense, so that it may be inspected by the District, and Service, if it has commenced at the Service Address, shall be terminated until the District approves the Connection. If a Connection fails the inspection, re-inspections must be scheduled by the Customer or their Authorized Representative(s) and subsequent re-inspection fees, as set forth on Exhibit D attached to this Order, paid by the Customer until the Connection is approved by the District. Any cost to the District for additional inspections until a final passed inspection is obtained or other work resulting from violations of this Section must be paid by the Customer before Service commences. Failure to comply subject the Customer to non-compliance fees in the amounts shown on Exhibit E attached to this Order.

**District Authorized Agent for Inspections.** All work performed under issuance of a Plumbing Permit must be inspected by the District’s Authorized Agent for inspections until a final passed inspection is secured. This Agent cannot accept payment directly from a Customer or their Authorized Representative. Results of each inspection will be transmitted electronically via email within five (5) business days of the inspection date to the District, the City of Lakeway Building & Development Services Department, and the Plumbing Permit applicant.

**Customer Service Inspections.** The provisions of 30 Texas Administrative Code Sec. 290.46(j) are hereby incorporated into this Order by this reference. The required TCEQ Form 20699 is available on the Texas Commission on Environmental Quality’s website.

**Tap Fees.** A tap fee is charged to a Customer for initiating Service where the Service previously did not exist. All taps to a District’s System must be made by the District or an Authorized Agent including physically tapping the District’s System and installing a meter, meter box, fittings, and other materials and labor as needed. For each new Connection, a Tap Fee in the amount shown on Exhibit C attached to this Order must be paid to the District prior to a Connection being made to the District’s System.

**Commencement of Service.** Only after paying all required fees and charges, submitting all required forms and documents, passing any required final inspection, and/or setting a tap will Service to the Customer commence.

**IV. BILLING AND RATES**

**Billing Calendar.** The District uses a two-month Billing Calendar (bi-monthly) with rates as defined in Exhibit A attached to this Order. Bills are sent out on or about the first day of the months of December (includes new wastewater charges each year calculated using Winter Averaging as defined this Section), February, April, June, August, and October. The table below shows each Billing Period and associated Billing Cycle, Meter reading dates, as well as the date bills are sent out by the District, the date payment is due, and the date water Service will be shut off at a Service Address due to a non-payment.

Billing Period	Billing Cycle	Meter Reading Dates		Bill Send Date (on or about)	Payment Due Date	Shut Off Date
		Beginning Read Date Range	Ending Read Date Range			
1	9/21 - 11/20	September 1 - 5	November 1 - 5	December 1	December 20	January 10
2	11/21 - 1/20	November 1 - 5	January 1 - 5	February 1	February 20	March 10
3	1/21 - 3/20	January 1 - 5	March 1 - 5	April 1	April 20	May 10
4	3/21 - 5/20	March 1 - 5	May 1 - 5	June 1	June 20	July 10
5	5/21 - 7/20	May 1 - 5	July 1 - 5	August 1	August 20	September 10
6	7/21 - 9/20	July 1 - 5	September 1 - 5	October 1	October 20	November 10

**Customer Billing Commencement.** For existing structures with wastewater and/or potable water service(s), billing for Service(s) will commence on the Service start date as indicated on the Customer’s submission of the Application and Service Contract Form whether or not the structure is occupied. For new structures with access to wastewater and/or potable water service, billing for

service(s) will commence when the potable water Meter is set. For structures adding wastewater service, billing for wastewater Service will commence after an approved final District Inspection. Billing for Reuse water will commence when the Reuse water Meter is set.

**Potable Water Rates** After all applicable fees have been paid by a Customer and an authorized potable water meter has been installed by the District or an Authorized Agent, the District shall charge each Customer a Base Rate, based on the potable water meter size installed at the associated Service Address regardless of actual usage, plus a Water Volume Charge based on volume of potable water used during the associated Billing Cycle, as set out on Exhibit A attached to this Order.

**Wastewater Rates** After all applicable fees have been paid by a Customer and an authorized Connection has been made, the District shall charge each Customer the Base Rate, based on the potable water Meter size installed at the associated Service Address regardless of actual usage, plus a Wastewater Volume Charge based on volume of water used calculated using Winter Averaging as set forth in Section IV of this Order and per the rates on Exhibit A attached to this Order.

**Reuse Water Rates** After all applicable fees have been paid by the Customer and an authorized reuse water Meter has been installed by the District or an Authorized Agent, the District shall charge each Customer the Volume Charge based on volume of reuse water used as set out on Exhibit A attached to this Order. Volumes are calculated using the separate, dedicated reuse water Meter for a Service Address.

### Winter Averaging

The District determines their customers' charges for wastewater service based on "Winter Averaging" which takes place November through February each year. Wastewater rates are calculated at the beginning of each Fiscal Year with updated wastewater volume rates appearing each Bill Period 1, as defined in this Section of this Order.

**For Wastewater Volume Calculations for Retail Customers.** The volume of wastewater used by each Customer, will be calculated on the basis of the lowest Water Volume at the associated Service Address calculated during the prior November to January and January to March Billing Cycles with a minimum usage calculation of 2,000 gallons and a maximum of 30,000 gallons per Billing Cycle (the "*Winter Averaging Period*"); with the following exceptions: (1) any Customer who did not have wastewater Service for at least three months out of the prior Winter Averaging Period will have a deemed volume charge of 12,000 gallons per Billing Cycle; and (2) any Customer who did not have wastewater Service for one of the two Billing Periods during the Winter Averaging Period, but did have usage for the other Billing Period, then usage for the non-zero Billing Period shall be deemed to be the usage for the zero month.

### Wastewater Multiplier

**For Wastewater Volume Calculations for Wholesale Customers.** The Wastewater Multiplier shall be applied to the calculated volume of wastewater usage by Wholesale Customers with the following exceptions: A calculated Wastewater Multiplier that is less than one shall be rounded up to one (1); and the Wastewater Multiplier for restaurants and hotels/motels will be deemed to be two (2) unless a different amount is authorized by the General Manager.

**Proration.** Each Customer receiving Service for a period less than a full Billing Period will receive proration of the applicable Service rates to account for the actual number of days they received Service during the associated Billing Period with the following exceptions: (1) Service was temporarily terminated for non-payment, a violation of the Service Agreement, and/or this Order, (2) Service was temporarily terminated during an Extreme Weather Emergency.

**Payment Methods.** Unless otherwise stated in this Order, the District accepts payments made by credit or debit card (one-time or automatically recurring), bank draft (one-time or automatically recurring), personal check, echeck, cash, cashier's check, and/or money order.

**Payment Fees.** Certain payment methods accepted by the District are made available through service providers who may charge Customers a convenience fee in association with some payment options. Such convenience fees are the sole responsibility of the Customer and are separate from any amount owed by the Customer to the District. The District charges Customers a Convenience Fee for each credit or debit card transaction in the amount shown on Exhibit E attached to this Order. Non-payment of any such convenience fees shall subject the Customer to termination of Service in accordance with this Order. If any Customer's payment is refused or returned by the processing financial institution, the District will charge the Customer a Failed Payment Fee in the amount shown on Exhibit E attached to this Order. Acceptable payment methods for delinquent Accounts may be restricted as specified elsewhere in this Order.

**Regulatory Assessment.** The District's Service rates as set forth in this Order and the attached Exhibits are subject to regulatory assessment, pursuant to subchapter P, section 5.701(n)(1)(C) of the Texas Water Code as amended. The District is required to pay the Texas Commission on Environmental Quality (sometimes referred to as "the Commission") one-half of one percent assessment on Service revenues; and such amount will show as a State Regulatory Fee on each bill statement.

## V. SECURITY DEPOSITS

**In General.** Except as otherwise provided in this Section, all Customers must pay a Security Deposit in the amount shown on Exhibit B attached to this Order.

### Exceptions to Initial Security Deposit Requirement.

**Certain Service Transfers.** No new Security Deposit is required when a Customer is transferring Service from one Service Address to another if the Customer has no outstanding balance or any violation of this Order on their most recent active Account for the previous consecutive twelve (12) month period.

**Certain Transfers from other Providers.** No Security Deposit is required to initiate Service with the District if a Person requesting Service presents written proof of their current utility service stating that the Person had no delinquency charges for that service for the previous consecutive twelve (12) month period.

**Non-Taxable Customers.** No Security Deposit is required from a Non-Taxable Person requesting Service who provides written evidence of its tax-exempt status to the District at the time of submittal of an Application and Service Contract Form.

**For Fire Hydrants.** Each Person requesting use of a District fire hydrant must pay a Fire Hydrant Security Deposit to the District for the required Fire Hydrant Meter and Backflow Prevention Device.

**For Late Payments or As a Penalty.** A Security Deposit will be required from any Customer or Person requesting Service with a history of one or more late payments to the District or violations of this Order. In such instances, the District may require a Security Deposit in the amount set forth on Exhibit B attached to this Order. The amount of the required Security Deposit with a history of one or more late payments or violations of this Order will be the amount required for like Service and Meter size on the date of the Customer's initial Connection for Service unless the Customer changes Meter size, or if the scope of Service changes. If Customer changes Meter size or if the scope of Service changes, the required Security Deposit shall be adjusted to the amount in the then current Rate Order for the adjusted Meter size and/or Service(s).

**Following Disconnection.** If a Customer's Service is disconnected for any reason, the Customer must pay a Security Deposit for each disconnection if a Security Deposit is not already on file, which must be paid before Service is restored.

**Use of Security Deposit.** Security Deposit(s) will be held by the District to assure the prompt payment of all sums due from the Customer. In no event will the Security Deposit bear interest for the benefit of the Customer.

If after twelve (12) months of continuous Service a Customer has had no late charges, rejected payments, or discontinuation of Service for any reason, and/or violation of any terms of this Order, the District will, without request by Customer, apply the Security Deposit to Customer's Account as a credit.

If Service to a Customer is discontinued for any reason, the Security Deposit will be applied toward payment of the amounts due, including the delinquent amount, late charges, penalties, and disconnect fees. Thereafter, payment by said Customer of any outstanding amounts not covered by the Security Deposit plus a new Security Deposit is required to restore Service at the current Service Address or obtain Service at a new Service Address.

Except as provided in Section V of this Order (pertaining to Certain Service Transfers) Security Deposits are not transferrable.

#### **Special Provisions for Condominiums.**

If payments to the District are guaranteed by a Condominium Association by written agreement between a Customer and a Condominium Association, an initial Security Deposit will not be required from an individual condominium unit owner or occupant covered under said agreement.

If under an agreement between a Condominium Association and a Customer for Service to multiple condominium units through one or more Meters and the Condominium Association is responsible for payment for Service and Service is terminated for non-payment or a violation of said agreement, or this Order, a Security Deposit will be required of all condominium units covered by said agreement, and the District's bill for same and for subsequent Service will be sent directly to the individual owner of a condominium unit, or agent of owner, and not to the Condominium Association for payment.

## VI. GRINDER PUMP SERVICE PROGRAM

**Program Description.** The District will perform repairs to a Grinder Pump System as needed to restore functionality for each Customer at a Service Address participating in the District's Grinder Pump Service Program by paying the Grinder Pump Program Fees as indicated on Exhibit A attached to this Order. The following Grinder Pump system components are eligible for maintenance, repair, or replacement by the District under the District's Grinder Pump Service Program: Control Panel (including all necessary electrical components); Grinder Pump Service Access Areas (including clean out access and collection tank lid); Collection Tank Components (including the tank, grinder pump, and float switches); and the Service Box. All other components of the Customer's wastewater system, including but not limited to wastewater Service lines and electrical service remain the sole responsibility of the Customer.

**Program Fee.** All new wastewater Customers whose Service Address requires installation of a Grinder Pump due to topographical conditions or other situational circumstances, and all Out-of-District wastewater Customers whose Grinder Pump was initially installed by the District as part of its Out-of-District Wastewater Program, will be assessed and must pay a monthly Grinder Pump Service Program Fee, and contact the District for all Grinder Pump repair services, but Customer still remains responsible for the reliable operation of the Customer's Grinder Pump system as stated on Exhibit A-1 attached to this Order. All District wastewater Customers who have a Grinder Pump system that was installed prior to February 2018 or that was not installed by the District or a Customer's Authorized representative using District-approved materials, are encouraged, but not required, to participate in the Grinder Pump Service Program. Any Customer whose Grinder Pump was not initially installed by the District, but who contacts the District for Grinder Pump services must pay the associated fees and charges, and thereafter will be automatically enrolled in the Grinder Pump Service Program and will be assessed and must pay the associated Grinder Pump Service Program Fee(s).

**Guidelines for Reliable Operation of Residential Grinder Pump Systems; Penalties.** All Customers with a Service Address utilizing the Grinder Pump Service Program must execute a Grinder Pump Service and Maintenance Addendum. All Customers who are assessed a Grinder Pump Service Program Fee must follow the Guidelines for Reliable Operation of Residential Grinder Pump Systems attached to this Order as Exhibit A-1. Customers who fail to follow these guidelines will be assessed special penalties as outlined on Exhibit E attached to this Order in addition to any other applicable penalties or remedies available to the District by law or under their contract(s) with the District. Violators will be given a written notice, delivered electronically by email or to the Customer's mailing address, specifying the type of violation, the date(s) it was observed, and notice of any resulting penalties. Penalties will be added to the Customer's next bill and are due with the payment of the bill. Alternatively, the District may deduct the amount of any fines, penalties, or costs imposed as a result of a violation of the Guidelines for Reliable Operation of Residential Grinder Pump Systems from a Customer's Security Deposit or any other amounts held by the District and may further require that the Customer replenish the Security Deposit by an equivalent amount or, if there are no Security Deposit monies available, the District may require posting of a Security Deposit in the then-currently applicable amount, as a condition of continuing Service.

## VII. FIRE HYDRANTS

The withdrawal of water from flushing valves, fire hydrants, or other appurtenances of the District's System without the prior approval of the District, except by authorized Fire and Rescue Service

providers for emergency firefighting purposes, is absolutely prohibited.

No Person may temporarily connect to the District's Systems or withdraw water from the District's Systems through a fire hydrant, flushing valve, or other appurtenance of the District's System unless it utilizes a Fire Hydrant Meter and Backflow Prevention Device issued to them by the District to measure the water withdrawn through the temporary connection. The use of unmetered water constitutes theft and will be prosecuted as such.

Each Person must pay the required Security Deposit to the District for the required Fire Hydrant Meter and Backflow Prevention Device in the amount on Exhibit B attached to this Order, and the Fire Hydrant Meter and Backflow Prevention Device must be installed by the District or a District's Authorized Agent before the Person initiates its construction, development, or construction project. If the District does not have a Fire Hydrant Meter and/or Backflow Prevention Device available at the time of request, the Person will, in addition to the Security Deposit, be responsible for the actual cost incurred by the District to purchase the item(s) that are not available. The required Fire Hydrant Meter and Backflow Prevention Device must be attached directly to the fire hydrant or flushing valve and used at all times when a Person is making a temporary water connection to a District fire hydrant for any purpose, including construction, development, street cleaning, or any other construction-related activities. The Person to whom the Fire Hydrant Meter and Backflow Prevention Device are issued will be responsible for securing the meter and device and keeping the meter and device in good working condition. If the meter and/or device are lost, stolen, not returned, or damaged while being utilized by the Person, the cost of the Fire Hydrant Meter, device, and/or repairs as well as any unpaid sums due from the Person to the District for water charges or other sums payable under this Order will be deducted from the Security Deposit. The Security Deposit will not be required if an Authorized Agent is hired by the District that requires the use of a fire hydrant or flushing valve for water; however, a Fire Hydrant Meter and Backflow Prevention Device must still be obtained and used to measure all water utilized by the Authorized Agent.

Any Person who fails to obtain a Fire Hydrant Meter and Backflow Prevention Device from the District, fails to utilize the assigned Fire Hydrant Meter and Backflow Prevention Device when withdrawing water from the District's System, fails to install and maintain in place the required Fire Hydrant Meter and Backflow Prevention Device, or takes water from an unmetered or unauthorized connection to the District's System will be subject to an Illegal Usage/Tampering penalty as defined on Exhibit E attached to this Order per violation and each day of violation will be deemed a separate violation. A violator will also be liable for all attorney's fees and other costs incurred by the District due to the violation or in recovering the penalty authorized by this Section. A violation by a Customer's Authorized Representative performing work on behalf of the Customer or a builder or developer will be deemed to be a violation by the Customer.

**Fire Hydrant Maintenance and Accessibility.** The District is responsible for routine inspection, testing, and maintenance associated with the reliable operation of existing fire hydrants within the District's Service Area. The Customer at a Service Address with a fire hydrant is responsible for ensuring that the fire hydrant remains unobstructed and accessible at all times. This includes keeping the area immediately surrounding the fire hydrant clear of vegetation, debris, and parked vehicles. Failure of a Customer to maintain this access are subject to an Inaccessibility Fee as well as a Labor Cost for the District or its Authorized Agent to clear the obstruction as defined on Exhibit E attached to this Order. The District is not responsible for any damage associated with this labor, a faulty fire hydrant, and/or misused fire hydrant.

## VIII. GENERAL SERVICE REQUIREMENTS

**Provisions of this Order Constitute Service Agreement.** All Customers are subject to the requirements of this Order. The provisions of this Order constitute an agreement between the District and each Customer. By requesting and/or accepting Service from the District, each Customer agrees to comply with the provisions of this Order.

**Application And Agreement for the Residential Delivery and Use of Reuse Water.** Each Customer at a Service Address eligible to connect to the District's Reuse Water System must complete and comply with the terms and conditions of the District's "Application And Agreement for the Residential Delivery and Use of Reuse Water" form completed by the Customer prior to setting a reuse water Meter at the Service Address which is incorporated into this Order by this reference. By requesting Service from the District, each Customer agrees to comply with the provisions of the Form.

**Application and Service Contract.** Each Customer must complete and comply with the terms and conditions of the District's "Application and Service Contract" form completed by the Customer upon initiating or updating Services on their Account which is incorporated into this Order by this reference. By requesting and/or accepting Service from the District, each Customer agrees to comply with the provisions of the Form.

**Authorization for Automatic Payments.** Each Customer requesting their Account balance be paid automatically by a credit card, debit card, or bank draft of their choosing must complete and comply with the terms and conditions of the District's "Authorization for Automatic Payments" form which is incorporated into this Order by this reference. By requesting and/or accepting Service from the District, each Customer agrees to comply with the provisions of the Form.

**Contract For Installation And Fee Schedule For Out Of District Wastewater Project (ODWW Project) For Lakeway Subdivision, Sections 1 – 17.** Any Property Owner with a Service Address located within the first 17 sections of Lakeway that is eligible to connect to the District's Wastewater System must complete and comply with the terms and conditions of the District's "Contract For Installation And Fee Schedule For Out Of District Wastewater Project (ODWW Project) For Lakeway Subdivision, Sections 1 – 17" form completed by the Property Owner prior to adding Wastewater Service to the Account associated with their Service Address which is incorporated into this Order by this reference. By requesting, accepting, or denying Service from the District, each Property Owner agrees to comply with the provisions of the Form.

**Drought Contingency Plan.** All Customers must comply with the District's most current Drought Contingency Plan, which is incorporated into this Order by this reference. Customers who fail to comply with the Drought Contingency Plan will be assessed penalties as outlined on Exhibit E attached to this Order in addition to any other remedies available to the District by law or under their contract(s) with the District. Violators will be given a written notice, delivered electronically by email or to the Customer's mailing address, specifying the type of violation, the date(s) it was observed, and notice of any resulting penalties. Penalties will be added to the Customer's next bill and are due with the payment of the bill. Alternatively, the District may deduct the amount of any fines, penalties, or costs imposed as a result of a violation of the Drought Contingency Plan from a Customer's Security Deposit or any other amounts held by the District and may further require that the Customer replenish the Security Deposit by an equivalent amount or, if there are no or insufficient Security Deposit monies available, the District may require posting of a Security Deposit in the then-currently applicable amount, as a condition of continuing Service. By requesting and/or accepting Service from the District, each Customer agrees to comply with the provisions of

the District's Drought Contingency Plan.

**Grinder Pump System Service and Maintenance Addendum.** Each Customer at a Service Address participating in the District's Grinder Pump Service Program by paying the Grinder Pump Program Fees as indicated on Exhibit A attached to this Order must complete and comply with the terms and conditions of the "Grinder Pump System Service and Maintenance Addendum" form which is incorporated into this Order by this reference. By accepting Service from the District, each Customer agrees to comply with the provisions of the Form.

**Plumbing Code Modifications.** Pursuant to 30 Texas Administrative Code Sec. 290.46(i), the District has adopted amendments to plumbing code. All Customers and/or their Authorized Representatives must comply with the District's most current Plumbing Code Modifications as approved by the District. By requesting and/or accepting Service from the District, each Customer agrees to comply with the provisions of the District's Plumbing Code Modifications.

**Request Termination of Service.** Each Customer requesting to terminate Service must complete and comply with the terms and conditions of the District's "Request Termination of Service" form completed by the Customer prior to their Account termination date which is incorporated into this Order by this reference. By requesting and/or accepting Service from the District, each Customer agrees to comply with the provisions of the Form.

**Request for Variance from Drought Contingency Plan.** Each Customer requesting a variance from the current water use restrictions per the District's Drought Contingency Plan must complete the District's "Request for Variance from Drought Contingency Plan" form. Additional permitted automatic irrigation of newly installed sod, landscaping, or re-vegetation seeding is by approved variance only. Variance must be submitted and approved by the District before additional irrigation is used. Failure to comply with these terms or the terms and conditions of an approved variance are subject to non-compliance penalty fees in the amount(s) on Exhibit E attached to this Order. This Form is incorporated into this Order by this reference. By requesting and/or accepting Service from the District, each Customer agrees to comply with the provisions of the Form.

**Specifications and Standards.** All Customers and/or their Authorized Representatives must comply with the most current District's Construction Specifications and Standards. By requesting and/or accepting Service from the District, each Customer agrees to comply with the provisions of the District's Construction Specifications and Standards.

**Local, State, Federal Laws, Rules, and Regulations.** All Customers must comply with all local, state, and federal laws, rules, and regulations applicable to Customers receiving Service from the District.

**Orders, Rules, and Regulations of the District.** All Customers must comply with all current orders, rules, and regulations of the District.

**Access.** By accepting Service, the Customer shall allow and consents to entry onto the Customer's Service Address by the District and/or its Authorized Agents for the purposes of sampling, repairs, maintenance, and/or assessing possible cross-connections or other undesirable plumbing practices (collectively, "inspections"). These inspections may be conducted prior to Account initiation and may also be conducted periodically thereafter. Except in an emergency and/or with prior notice to the Customer, inspections will be conducted during Business Hours.

**IX. METERING**

**Meter Requirements.** The Volume Rate for all water and reuse water sold by the District will be determined by separate Meter measurements. The District will provide, install, own, and maintain all such Meters. The District’s standard Meters are AMI Meters (“Smart Meters”). Any other Meters are considered non-standard Meters.

**Service from One Meter to Multiple Residential Units.**

**Potable Water.** Any single potable water Meter serving more than one (1) residential unit must pay the Base Rate corresponding to the applicable potable water Meter size, plus the applicable water Volume Rate, as shown on Exhibit A attached to this Order.

**Wastewater.** Any single wastewater Connection serving more than one (1) residential unit must pay the Base Rate corresponding to the applicable potable water Meter size shown on Exhibit A, plus the applicable wastewater Volume Rate. If Winter Averaging is used to calculate wastewater volume, the Volume Rate shall be no less than, but no more than, the number of units served multiplied by the minimum/maximum volumes per Meter.

Example: For 1 Meter serving 5 units per Billing Period:  
 Minimum volume charge: (5 units) x (2,000 gallons) = 10,000 gallons per Billing Period  
 Maximum volume charge: (5 units) x (30,000 gallons) = 150,000 gallons per Billing Period  
 Actual volume charge: \_\_\_\_

**Meter Readings.** As a matter of general practice, Meters will be read at monthly intervals as defined on the table in Section IV of this Order, but Meters may be read at other intervals if and when the circumstances warrant.

**Smart Meter Opt Out Option** A Property Owner may choose to have a District Smart Meter (“standard Meter”) removed from their Service Address and replaced with an automatic meter reading (AMR) Meter or standard Meter disconnected from radio frequency, requiring manual reads (“non-standard Meter”) by the District by completing and submitting to the District a “Smart Meter Opt Out” Form and paying the Standard Meter Opt-Out Fee in the amount shown on Exhibit E attached to this Order. This Form is incorporated into this Order by this reference. By requesting and/or accepting Service from the District, each Customer agrees to comply with the provisions of the Form, including payment of the Non-Standard Meter Reading fee as defined on Exhibit E attached to this Order. There is no fee for switching back to a standard Meter.

**Meter Tampering.** Meter tampering is prohibited. For purposes of this Order, Meter Tampering means and includes, but is not limited to, interfering with a Meter or other equipment, damaging a Meter, bypassing a Meter, making an unauthorized Connection to the District’s System, reconnecting Service without authorization to do so, physically disorienting a Meter, attaching objects to a Meter to divert Service or to bypass or for any other reason, inserting objects into a Meter, physically, electrically or mechanically bypassing or diverting District Service, failing to have a Meter installed, allowing Service to be restored by anyone other than the District or their Authorized Agent, covering or physically obstructing the location of the Meter, and/or altering in any way a Meter or other District System component. The District reserves the right to immediately and without notice lock-out or remove the Meter or disconnect Service if any of the actions in this paragraph have occurred. Resetting or reinstalling a Meter will require the Customer to pay an Illegal Usage/Tampering penalty in the amount shown on Exhibit E attached to this Order. The District also reserves the right to repair any damage caused to the District’s System, and to bill the

Customer for same or draw from the Customer's Security Deposit to cover the costs of the repair. In addition, any Service Address found in violation of Meter Tampering will subject the Customer to an Illegal Usage/Tampering penalty each day of which will constitute a separate violation, and will also subject the Customer to liability for all attorney's fees incurred by the District and costs of court. A Customer whose Service Address evidences Meter Tampering must pay a Security Deposit (or replenish the used amount up to the current Security Deposit due) under the terms and conditions of this Order, and pay all fines, penalties, costs, and reconnection fees before Service is reconnected. Reconnecting Service without authorization will be prosecuted as theft of Service.

**Equipment Damage Charges.** The District may charge a Customer for all labor, material, equipment, and/or other costs necessary to repair or replace equipment damaged due to Meter Tampering or bypassing, service diversion, or the discharge of waste that the system cannot properly treat. The District may charge a Customer for all costs necessary to correct service diversion or unauthorized taps at a Service Address where there is no equipment damage, including incidents where Service is reconnected without authority. An itemized bill of these charges will be provided by the District or its Authorized Agent to the Customer.

**Customer-Requested Meter Re-reads and Meter Tests.** A Customer may request from the District for the Meter at their Service Address to be re-read or tested by completing and submitting to the District a "Request for Meter Accuracy Test" Form. If the Meter re-read or testing confirms the accuracy of the original reading(s), defined by the accuracy standards established by the American Water Works Association, the Customer must pay the Meter Calibration/Testing fee in the amount shown on Exhibit E attached to this Order as well as any other fees incurred by the District to pull and test the Meter and re-install a Meter at the Service Address.. If the original reading is found to be incorrect, there will be no charge to the Customer for the re-read or testing and Meter re-install at the Service Address and an adjustment will be made to the Customer's Account with methods defined in Section XIV of this Order. The Customer is entitled to receive a copy of the re-read or test report upon request.

## X. SERVICE LINES

**Customer's Responsibilities.** It shall be the responsibility of each Customer to install, maintain, and repair the Service Lines connected to the District's System at the associated Service Address.

**Corrective Actions.** If the District is made aware of any undesirable or unauthorized plumbing or water use practices at the Customer's Service Address including, but not limited to, potential cross connections or District's System contamination, uncontrolled leaks, and/or other non-compliance of this Order (collectively "infractions") the District will investigate at no cost to the Customer. If the District determines that corrective action is the responsibility of the Customer, the District will provide written notice, delivered electronically by email or to the Customer's mailing address, and the Customer must complete the corrective action within fifteen (15) days of receiving notice from the District, unless the District determines that a shorter period or immediate repair is needed to protect public health and safety and the notice states the shorter time period. Repairs must be conducted in accordance with this Order and any other applicable federal, state, or local requirements, including but not limited to those referenced in this Order. Failure to comply may result in non-compliance fees as shown on Exhibit E attached to this Order. The District also reserves the right, but not the obligation, to make the needed repairs or to shut off Service(s) at the Service Address without notice and bill to the Customer any associated costs, including, but not limited to, labor cost(s) and reconnection fee, in the amount(s) set forth in Exhibit E attached to this Order.

## XI. TEMPORARY SERVICE

**Cleaning.** Temporary potable water Service for purposes of cleaning only, and for a maximum of three (3) consecutive calendar days can be made available at the rates set forth on Exhibit A attached to this Order.

**Fire Hydrant Use.** Use of a District fire hydrant for any legitimate, legal purpose can be made available on the receipt of a Security Deposit in the amount set forth on Exhibit B plus payment of fees as set forth on Exhibit B attached to this Order.

## XII. LATE CHARGES AND PENALTIES

**Payment Due Date.** Except as otherwise provided, all Customers must pay the full amount shown on their bill to the District no later than the Payment Due Date. If the Payment Due Date falls on a weekend or an Official District Holiday, the Payment Due Date shall be extended to the next full business day. Payment Due Date can also be extended at the discretion of the District.

**Late Charge.** For each Billing Period, there shall be added to a Customer's bill a Late Charge of 10% of the Customer's bill if payment is not received by the Payment Due Date, and this late charge will continue to be assessed each Billing Period while the delinquent amount remains unpaid.

**Elderly Individuals.** On request by an eligible "Elderly Individual" (as that term is defined in Chapter 182, Subchapter A of the Texas Utilities Code), the Payment Due Date will be extended to the twenty-fifth (25<sup>th</sup>) day after the bill is issued, without penalty. The District may require a Customer requesting the delay to present reasonable proof that the Customer is an "Elderly Individual." If a bill is delinquent for 30 days or more, the District may, in its discretion, discontinue Service as described in this Order.

**Failed Payment Fee.** For the purposes of this Order, a failed payment means a returned check, a failed bank draft, or echeck that is declined, failed, or insufficient funds payment. A Failed Payment Fee in the amount listed on Exhibit E attached to this Order will be assessed for each failed payment. A Late Charge, as defined in this Section, may also be assessed if the failed payment results in the receipt of payment by the District after the Payment Due Date.

In addition to the Failed Payment Fee, on the second occurrence of a failed or refused payment for an Account within twelve (12) consecutive months, the District will reject the same payment method on the Account for twelve (12) consecutive months following the last failed payment. The Customer or their Authorized Representative must pay the Account bills using another accepted Payment Method.

**Billing and Service During Extreme Weather Emergency.** Notwithstanding any provisions of this Rate Order to the contrary, a Customer may not be charged late fees nor have Service disconnected for nonpayment of a bill that is due during an extreme weather emergency until after the emergency is over. A Customer may, within thirty (30) days from the date the extreme weather emergency is over, request from the District a payment schedule for any unpaid bill that is due during an extreme

weather emergency. For purposes of this paragraph, “extreme weather emergency” means a natural disaster including tornados, floods, earthquakes, or severe weather (such as hail, lightning, extended cold, and thunderstorms). “Extended cold” is defined as a period when the previous day’s highest temperature in an area did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. For purposes of this paragraph, an “extreme weather emergency” is over on the second business day the temperature exceeds 28 degrees Fahrenheit and/or District operations resume as normal.

**Deferred Payment Requests** A deferred payment may be approved by the District to Customers requesting the delay of payment on a past-due or higher-than-average bill balance to keep their Services active for a specified period of time or until the balance is paid in full. Upon receipt of a deferred payment request using a “Deferred Payment Request” Form, which is incorporated into this Order by this reference, the District shall provide, in writing, a deferred payment plan and a deadline for accepting the payment schedule. The District may determine the terms of the payment schedule described in this paragraph in accordance with applicable laws and regulations. If a Customer requests a deferred payment pursuant to this paragraph, the District shall not disconnect the Customer from Service for nonpayment of bills unless: (1) the deferred payment plan has been offered and the Customer has declined to accept the terms and conditions of the deferred payment plan in a timely fashion; or (2) the Customer has violated the terms and conditions of the deferred payment plan. Any preexisting disconnection notices issued to a Customer for nonpayment of bills are suspended upon the timely request for a deferred payment made under this paragraph; provided, however, that if: (1) the Customer does not timely accept a deferred payment plan offered by the District; or (2) the Customer violates the terms and conditions of the deferred payment plan, then any suspended disconnection notices may be reinstated. A Customer who violates the terms and conditions of a payment schedule shall be subject to disconnection from Service pursuant to the provisions of this Order.

### XIII. TERMINATION OF SERVICE

**Shut Off Date.** Except as otherwise provided, any Customer who maintains a balance above fifty (50) dollars on their Account as of 8:01 A.M. on the Shut Off Date as defined in Section IV of this Order will have their water Service terminated at the Service Address associated with the Account on the Shut Off Date. If the Shut Off Date falls on a weekend or an Official District Holiday, the Shut Off Date shall be extended to the next full business day. Shut Off Date can also be extended at the discretion of the District.

**Notice of Disconnection.** Service(s) may be disconnected by the District after the District delivers a written notice, delivered electronically by email and/or to the Customer’s mailing address, as defined in and in accordance to 16 Tex. Admin. Code §24.167.

**Reasons for Disconnection.** The District may disconnect Service at a Service Address with or without notice for reasons as defined in 16 Tex. Admin. Code §24.167.

**Disconnection Prohibited.** Service(s) will not be disconnected in the following circumstances:

delinquency in payment for Service by a previous occupant of the Service Address; or

failure to pay the Account of another Customer as guarantor thereof, unless the District has in writing required the guarantee as a condition precedent to Service; or

the Customer has notified the District in writing of their desire to protest the disconnection, which requires the District to comply with the appeal procedures set forth in this Section of this Order prior to disconnecting the Customer's Service.

### **Customer Appeal Procedures.**

**Informal Hearing.** Upon receipt of a Customer's written request to protest the termination of Service, the District will schedule an informal hearing with the Customer and/or their Authorized Representative prior to disconnection. The presiding officer at the informal hearing will be an individual who did not participate in the initial decision to pursue disconnection of the Customer's Service. The Customer and/or their Authorized Representative will be allowed to question the District at the informal hearing regarding the basis for the decision to terminate Service at the Service Address associated with their Account and present any testimony or evidence regarding the termination of Service or its basis. The presiding officer will render a decision on the matter and state reasons for the decision and the grounds upon which the decision is based.

**Appeal.** The Customer may appeal the decision of the presiding officer to the Board. If the Customer posts a bond in an amount sufficient to cover the cost determined by the presiding officer to be due, the District will not proceed with termination of the Customer's Service until a final decision is made by the Board.

**Service Reconnection.** The District will reconnect Service within twenty four (24) hours of payment on a delinquent Account. In order to reconnect Service, a Customer must pay all delinquent and past-due amounts plus the Reconnect Fee in the amount on Exhibit E attached to this Order. The Reconnect Fee will be due regardless of whether or not Service has been physically disconnected. If a Customer qualifies and/or requests for Service to be reconnected outside of Business Hours, the Customer must pay the After Hours Callout fee in addition to the Reconnection Fee in the amount on Exhibit E attached to this Order.

**Disconnection for Ill and Disabled.** The District may not discontinue Service to the Service Address of a delinquent Account with a Customer permanently residing at the Service Address when that Customer or their Authorized Representative establishes that discontinuance of Service will result in a Person residing at the Service Address becoming seriously ill or more seriously ill. Each time a Customer seeks to avoid termination of Service under this Section, the Customer must provide a written statement of the illness to the District from an attending physician (for purposes of this Section, the term "physician" means any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and/or any other similar public health official attending to the residing Person) at least five (5) business days before the Shut Off Date. Further, the Customer at the Account must enter into a written deferred payment plan with the District.

## **XIV. ADJUSTMENTS**

**General.** An adjustment request will only be considered if a request is received by the District within one (1) calendar year from the Billing Period(s) associated with the adjustment request. The maximum adjustment approval allotted to the General Manager is \$2,000.00; thereafter Board approval is required. Uncontrolled water use due to water waste or negligence, as defined in Section 6 of the District's Drought Contingency Plan, at a Service Address will not be considered for an

adjustment and the Customer may be subject to Non-Compliance Fees in the amount on Exhibit E attached to this Order. The District's meter reading standards are defined by the accuracy standards established by the American Water Works Association. There is a presumption of reasonableness of billing methodology by the District with regard to adjustments following methods of recalculating such bills.

**Adjustment Due to Meter Reading Error, Meter Tampering, Meter Inaccuracy, or Unmetered Service.** If the District finds any Meter reading, within the last twelve (12) consecutive months pertaining to the same Customer Account, to be outside of the accuracy standards or if a Service consumption by a Customer is found to be unmetered (collectively "Consumption Inaccuracy"), the affected reading(s) will be corrected for the associated Billing Period(s). An adjusted bill or credit will be rendered to the Customer's Account at the current applicable rates. No credit or charge will be issued from the District to any Customer except the Customer most recently served by the Meter prior to the Consumption Inaccuracy. The following methods of calculating such bills are used:

estimated bills are based upon Service consumed by the Customer at that Service Address under similar conditions during Billing Period(s) preceding the initiation of Consumption Inaccuracy. These estimated bills will be based on twelve (12) consecutive months of comparable usage history of that Customer, when available, or lesser history if the Customer has not been served at that Service Address for twelve (12) consecutive months; this subsection, however, does not prohibit the District from using other methods of calculating bills for Consumption Inaccuracy when the usage of other methods is more appropriate;

estimated bills are based upon that Customer's Service usage at that Service Address after the Consumption Inaccuracy has been corrected; or

where the amount of actual Service consumption can be calculated by industry-recognized procedures, bills may be calculated for the Service consumption over the Billing Period(s) affected by the Consumption Inaccuracy.

**Leak Adjustment Policy.** If a Customer experiences a water leak, defined as continuous water use, at the Service Address associated with their Account, the Customer may submit a written leak adjustment request using the "Leak Adjustment Request" Form which is incorporated into this Order by this reference. Upon receipt of a request, the leak repair will be verified by the District. If a leak is still active at the Service Address, a request will be denied and the Customer may be subject to Non-Compliance Fees for water waste or negligence in the amount on Exhibit E attached to this Order. If a qualifying leak is confirmed to have occurred at the Service Address and is confirmed as repaired, the Customer's usage may be recalculated based upon the Customer's prior history, as determined by the District's records for the associated Account. Water usage for the Billing Period(s) in which the leak occurred that exceeds the average consumption established by the Customer's prior history at the Account will be presumed to be attributable to the leak. The portion of the Customer's consumption not attributed to the leak will be billed at the District's normal and customary rates under this Order.

The District will review all adjustment requests, and if it is determined that the request meets the District's criteria, the following adjustment(s) to the Customer's affected bill(s) will be considered:

**Potable Water Volume Adjustments**

A potable water volume adjustment will be considered only if a Customer's potable water usage for a Billing Period at an Account is at least 125 percent (125%) above the potable water volume used by the same Customer at the same Account in the same Billing Period(s) of the previous two years' average and if said excess consumption is attributed to a water leak on the Customer's side of the Meter.

If the District approves a potable water volume adjustment then the cost of the excess potable water will be adjusted based on the District's lowest applicable Potable Water Volume tier rate, as defined in Exhibit A attached to this Order. The potable water base rate, as defined in Exhibit A attached to this Order, is not adjustable.

If the proposed adjustment amount is \$2,000 or above, Board approval is required. To request Board approval, Customer is required to submit an "Agenda Item Request" Form

If the Customer has had the Account active for less than two (2) years, the adjusted volume(s) will be calculated using District averages.

### **Wastewater Volume Adjustments**

A wastewater volume adjustment will not be considered if a potable water volume adjustment was denied due to water waste or negligence. Wastewater volume adjustments pertain to customers who submitted a leak adjustment request form with a qualifying leak. An adjustment will be considered for customers who did not receive a potable water volume adjustment, however had a qualifying volume of at least 50% more during bill period 1 and/or 2 than the same bill period(s) of the previous year. If a wastewater volume is at least 50% more than the previous year, we will use the average volume of the previous two (2) years during the same bill period. If the volume is less than 50%, or a potable water volume adjustment was approved during the affected months, normal Winter Averaging calculations, as defined in Section IV of this Order, are applied.

If the customer has had the Account active for less than two (2) years, the adjusted volume will be calculated using District averages.

The wastewater base rate, as defined in Exhibit A attached to this Order, is not adjustable.

### **Reuse Water Volume Adjustments**

A reuse water Service adjustment will be considered only if a Customer's reuse water usage for a Billing Period at an Account exceeds by fifty percent (50%) the reuse water used by the same Customer at the same Account in the same Billing Period of the previous year and if said excess consumption is attributed to a qualifying water leak on the Customer's side of the Meter.

If the District agrees that a leak did occur (as opposed to water waste or negligence) then the cost of the excess reuse water, defined by the consumption above the Customer's prior two-year average during the same Billing Period, will be adjusted based the District's lowest applicable Reuse Water Volume tier rate, as defined in Exhibit A attached to this Order.

If the Customer has had the Account active for less than two (2) years, the adjusted volume

will be calculated using District averages.

## **XV. OTHER DEPOSITS, FEES & CHARGES**

The District hereby adopts and imposes additional deposits, fees, and charges as set forth below and on the referenced Exhibits.

**Schedules for Rates, Fees, and Charges.** The Rates, Fees and Charges set forth on the attached Exhibits A, A-1, B, C, D, and E are hereby adopted and incorporated into this Order by this reference for all purposes

**Plumbing Inspection Fees** as set forth on Exhibit D.

**Construction Inspection and Plan Review Fees** as set forth on Exhibit E.

**Easement Release Request Review Fees** as set forth on Exhibit E.

**Certification of District Records** as set forth on Exhibit E.

**Unauthorized Releases.** Any wastes released into the District wastewater collection system without prior authorization will incur fees as set forth on Exhibit E.

**Service Fees** as set forth on Exhibit E.

**Billing Classifications** set forth to the attached Exhibit F are hereby adopted and incorporated into this Order by this reference for all purposes.

**Public Information Act Requests.** All copy fees of District records will be in accordance with the rules adopted by the Texas Office of the Attorney General published at 1 Tex. Admin. Code Ch. 70 and are available online from the Texas Secretary of State's website.

**Professional Services Fees and other Out-of-Pocket Costs.** Customers requesting new or amended utility service agreements or drafting or review of any document or information about which the General Manager determines that the services of the District's outside professional legal, engineering, or other professional services are needed, must reimburse the District for such professional fees and expenses on a monthly basis, and payment in full is required prior to final consideration of Customer's request to the Board. In addition, whenever the District incurs any costs that are not otherwise addressed in this Order arising out of (1) the failure of a Customer comply with the District rules and regulations as state in this Order or otherwise announced, or (2) the request of a Customer for an inspection or other service call which is the result of the Customer's improper maintenance, or (3) efforts to collect amount due and owing to the District and not paid on a timely basis, or (4) any other negligent or improper action on the part of the Customer, the District may bill the Customer for all of these costs and the Customer shall pay the invoice on or before its due date. Failure to pay the billed charges may result in termination of Service. For purposes of this Section, "professional service fees" and/or "out-of-pocket costs" include but are not limited to, amounts billed to the District by its attorneys, engineers, and inspectors.

**After Hours Call Out.** This fee must be paid by any Customer whose request for aid from the District results in a District personnel visiting a Customer's Service Address before or after Business Hours in

the amount on Exhibit E attached to this Order. Customers requesting repairs to their Grinder Pump System who are currently paying a Grinder Pump Service Fee on their Account are excluded from this charge.

**XVI. ENFORCEMENT; PENALTIES**

Any Person, Customer, and/or Property Owner who violates any provision of this Order, or makes unauthorized use of the District’s Service(s) or the District’s System, or causes damages in any way to the District’s System, or constructs a structure for which plans are not approved as described in this Order, or disposes of unauthorized materials or refuse into the District’s System, or violates the District’s Drought Contingency Plan, Plumbing Code Modifications, or Specifications and Standards, may be subject to a penalty of up to \$20,000.00 for each violation of the foregoing provisions. Each day that a violation occurs is considered a separate violation. This penalty is in addition to any other penalties, fees, and/or charges provided in this Order, the laws of the State of Texas, and any other rights and remedies available to the District as allowed by law.

The provisions of this Order constitute rules adopted under Section 54.205 of the Texas Water Code. Violation of any provision of this Order will result in the offending party being subject to the payment of a penalty per violation of up to \$20,000.00 for each day the violation is not corrected. In addition, the offending party will be liable to the District for any other penalty provided by the laws of the State of Texas, and any costs incurred by the District in connection with any repairs or corrections necessitated by any violation. If the District prevails in any suit to enforce the provisions of this Order, the District may additionally recover its reasonable attorneys’ fees, expert witness fees, and/or other costs incurred by the District before the Court.

This Order supersedes all previous orders and resolutions of the District relating to the subject matters addressed herein.

The General Manager is hereby directed to: (A) file a copy of this Order (1) with the Texas Commission on Environmental Quality and (2) in the principal office of the District; and (B) to publish a substantive statement of the rules contained in this Order and the penalties for their violation as required by Section 54.207 of the Texas Water Code.

**XVII. EXHIBITS**

The following Exhibits are hereby adopted and made part of this Order by this reference for all purposes:

- Exhibit A POTABLE WATER/WASTEWATER/REUSE WATER RATES AND CHARGES
- Exhibit A-1 GUIDELINES FOR RELIABLE OPERATION OF RESIDENTIAL GRINDER PUMP SYSTEMS
- Exhibit B SECURITY DEPOSIT SCHEDULE
- Exhibit C TAP FEE SCHEDULE
- Exhibit D PLUMBING INSPECTION FEE SCHEDULE
- Exhibit E MISCELLANEOUS DEPOSITS, FEES, AND CHARGES
- Exhibit F DEFINITIONS & BILLING CLASSIFICATIONS

**PASSED AND APPROVED** by the Board of Directors of the Lakeway Municipal Utility District on the 11th day of February 2026.

**LAKEWAY MUNICIPAL UTILITY DISTRICT**

By: 

Printed Name: LAWRENCE CHRISTIAN

Title: President, Board of Directors

Date: 2-11-2026

ATTEST:

By: 

Printed Name: DON GOFF

Title: Secretary, Board of Directors

Date: 2-11-2026



**EXHIBIT A  
POTABLE WATER/WASTEWATER/REUSE WATER RATES AND CHARGES**

New Rates in Effect for Billing Periods after October 1, 2025\*

**RETAIL POTABLE WATER:** (In District and Out of District)

BASE RATE – monthly		
Standard Meter (5/8-inch)	\$33.00	
1-inch meter	\$56.10	
1.5-inch meter	\$108.90	
2-inch meter	\$174.90	
4-inch meter	\$551.10	
VOLUME RATE – per 1,000 gallons		DROUGHT RATE Effective Stage 2 Drought Contingency Plan
0 – 15,000 gallons	\$2.50	no change
15,001 – 30,000 gallons	\$3.25	no change
30,001 – 50,000 gallons	\$5.06	\$6.06
50,001 – 80,000 gallons	\$7.08	\$9.08
80,001 – 100,000 gallons	\$9.35	\$12.35
Over 100,000 gallons	\$11.94	\$15.94

**RETAIL WASTEWATER:**

BASE RATE – monthly	
Standard Meter (5/8-inch) – In District	\$27.00
1-inch meter	\$45.90
1.5-inch meter	\$89.10
2-inch meter	\$143.10
4-inch meter	\$450.90
Standard Meter (5/8-inch) – Out of District	\$87.00
1-inch meter	\$147.90
1.5-inch meter	\$287.10

2-inch meter	\$461.10
4-inch meter	\$1,452.90

VOLUME RATE – per 1,000 gallons	\$2.50
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Based on "Winter Averaging" as defined in Section IV of this Order.

Grinder Pump Service Fee – monthly	\$5.00
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**TAXES:**

Per \$100 Assessed Valuation	\$.0531
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**WHOLESALE POTABLE WATER & WASTEWATER:** - per 1,000 gallons

Potable Water	\$4.48
Wastewater #11	\$6.23 + \$27.00 base rate
Wastewater #17	\$12.66 + \$27.00 base rate (volumetric)

**REUSE WATER:** - per 1,000 gallons

Retail	\$2.50
Wholesale	\$1.50

*\* includes meter reading and consumption beginning in September*

**GRINDER PUMP SERVICE PROGRAM RATES:** (In District and Out of District)

Customers at a Service Address with a Grinder Pump System installed by a Customer or a Customer's Authorized Representative prior to February 2018:	Customers at a Service Address with a grinder pump system installed by the District or a Customer's Authorized Representative using District-approved materials on or after February 2018:
Until all Grinder Pump System components covered by the Grinder Pump Service Program have been replaced by the District or a Customer's Authorized Representative using District-approved materials, a fee equal to: <ul style="list-style-type: none"> <li>• \$5.00 per month, <i>plus</i></li> <li>• The District's cost of each part and/or material needing to be replaced for the Grinder Pump System to function properly</li> </ul>	<ul style="list-style-type: none"> <li>• \$5.00 per month, beginning on the date the Service Address was connected to the District's System.</li> </ul>

After each eligible Grinder Pump System component has been replaced by the District or a Customer's Authorized Representative using District-approved materials, a fee equal to: <ul style="list-style-type: none"> <li>• \$5.00 per month</li> </ul>	
<b>EARLY CONNECTION AND LATE CONNECTION REQUESTS: (Out of District)</b>	
Application Fee	\$100.00
Capacity Reservation Charge	\$4,675.00
Plumbing Inspections	\$225.00

**TEMPORARY WATER SERVICE: (NOT TO EXCEED 3 CONSECUTIVE CALENDAR DAYS)**

0 - 5,000 gallons	\$50.00
6,000 - 25,000 gallons per 1,000 gallons	\$2.50
26,000 gallons and up per 1,000 gallons	\$3.50

**FIRE HYDRANT WATER USAGE:**

0 - 5,000 gallons	\$100.00
6,000 - 25,000 gallons per 1,000 gallons	\$2.50
26,000 gallons and up per 1,000 gallons	\$3.50

**STRENGTH TEST:**

Actual cost to the District plus 15%

**EXHIBIT A-1**  
**GUIDELINES FOR RELIABLE OPERATION OF RESIDENTIAL GRINDER PUMP SYSTEMS**

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**Purpose.** Grinder pump systems are used in many neighborhoods where site conditions (such as building elevations and ground slopes) make construction of a conventional “Gravity Sewer System” impractical. A grinder pump works like a household garbage disposal, but on a larger scale: it grinds up wastewater produced in your home (i.e. toilet use, shower, washing machine, etc.) and pumps it into the public sewer system. Grinder pump systems have usage considerations that must be followed for the system to function properly. If the guidelines below are routinely followed, the system will typically require very few repairs and maintenance. However, malfunctions are possible. Any irregularity in the system can trigger a red light and audible alarm to go off on the system’s control panel indicating service may be needed.

**System Components.** Grinder pumps are typically buried underground with the collection tank lid, a clean out pipe access area, and the corresponding control panel above ground. Illustration 1 shows Service Access Areas that must remain unobstructed at all times. The control panel box may be painted and maintained at the Customer’s expense.

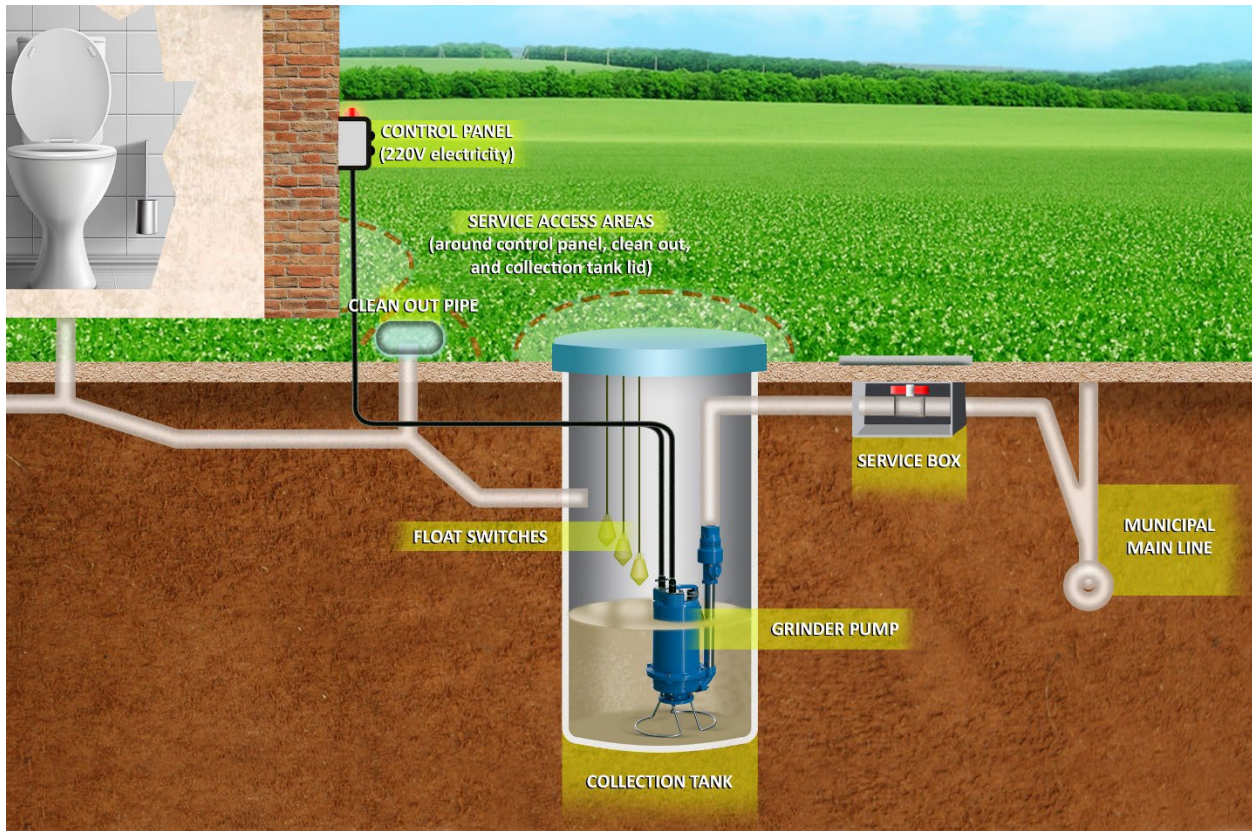


ILLUSTRATION 1

**What to expect.** Normally functioning grinder pump systems do make some sounds when they turn on, but it should not be disruptive. They also emit minimal, if any, odor. Customers should notice only a slight increase to their electric bill since the grinder pump should only be running a few times a day.

**Power Outages/Heavy Rain.** A grinder pump system control panel is operated by electricity so power outages affect the ability for the system to function. Customers should limit water disposal down pipes during power outages.

**Alert that repairs are needed.** If a grinder pump system needs maintenance, an audible and/or lighted alarm on the control panel will alert Customers that service is needed. If the alarm does not turn off within about five (5) minutes of discontinued water use, repairs may be necessary. Customers suspecting a repair is needed should contact the District at (512) 261-6222.

**During extended leave.** Prior to vacating a property for extended periods of time, warranting more than three (3) months of disuse of the grinder pump system, Customers should run water down a drain until the pump turns on; this will help to flush out the pump and prevent odors. Do not turn off the pump during extended absences. Pumps need to be run at least once every three (3) months to continue functioning properly.

**Routine maintenance.** Maintenance or repairs on any wastewater system often result from flushing inappropriate materials down the toilet, pouring inappropriate materials down a drain, or placing inappropriate waste down the disposal causing blockages. They can also result from situations beyond the Customers' control, such as excess storm water entering the system, freezing temperatures, or regular wear and tear on system components. Learning the appropriate way to dispose of household waste protects the sewer system, keeps costs down, and protects the environment.

**What not to flush down the toilet, pour down drains, or put down the garbage disposal:**

- Feminine hygiene products, contraceptive devices, and diapers
- Wet wipes of any kind (even those claiming to be “flushable”)
- Dental floss, Q-tips, cotton balls, paper towels, and facial tissues
- Cooking or lubricating oils/grease and greasy foods
- Cat litter, eggshells, coffee grounds, and similar abrasive items
- Pills and other medications
- **BOTTOM LINE:** Only flush the 3 Ps (pee, poo, and toilet paper) and keep FOG (fats, oils, grease) out of wastewater drains! The items listed above, as well as any other non-dissolvable or abrasive items, should be collected and placed in a trash can or other container for disposal with your household garbage or as otherwise indicated on the product's label. Medications can be properly disposed of using a community-based “Take-Back Initiative” program. Hazardous waste can be dropped off at designated disposal locations.

**EXHIBIT B  
SECURITY DEPOSIT SCHEDULE**

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<b>METER SIZE</b>	<b>5/8-inch</b>	<b>1-inch</b>	<b>1.5-inch</b>	<b>2-inch</b>	<b>Larger</b>
In-District	\$200.00	\$350.00	\$700.00	\$1,150.00	\$3,650.00
Out-of-District					
Water Only	\$150.00	\$250.00	\$500.00	\$800.00	\$2,600.00
Potable Water & Wastewater	\$400.00	\$700.00	\$1,300.00	\$2,100.00	\$6,650.00
Fire Hydrant Meters (includes District-issued Backflow Prevention Device)	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00

**EXHIBIT C  
TAP FEE SCHEDULE**

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If there is an existing tap when an Application for Service is received by the District, the following fees will apply. If no tap exists when an Application for Service is received by the District, then the fees shall be the amount shown PLUS Out-of-Pocket Costs.

**WATER TAP FEES:**

Standard Meter (5/8-inch)	\$1,200.00
1-inch Meter	\$1,600.00
1.5-inch Meter	\$3,500.00
2-inch Meter	\$6,000.00
Larger Meter	\$8,000.00

Requests for installation of a water Meter larger than a standard 5/8-inch x 3/4-inch must receive prior approval of the District’s General Manager. Provided however, that where a 5/8-inch x 3/4-inch Meter exists and a larger Meter is requested and approval given, the cost difference between the specific tap size fees of a 5/8-inch x 3/4-inch Meter and the larger Meter will be charged PLUS \$100.00 or actual out-of-pocket costs to change the Meters, whichever is greater.

Where a request for changing from a larger Meter size to a Meter of lesser size the cost shall be at least \$100.00 or actual out-of-pocket cost, whichever is greater. The cost difference between the specific tap size fees will not be refunded. There is no refund for abandoned taps.

**REUSE WATER TAP FEES:**

\$400.00 regardless of the size of the Meter

**WASTEWATER TAP FEES:**

4-inch existing Connection	\$1,200.00
6-inch existing Connection	\$2,400.00

**EXHIBIT D  
PLUMBING INSPECTION FEE SCHEDULE**

<b>POTABLE WATER/WASTEWATER (NEW CONSTRUCTION)</b>	
Minimum ten (10) inspections	\$750.00
<b>SPRINKLER SYSTEMS</b>	
Minimum two (2) S/S inspections	\$150.00
Reuse: Minimum one (1) inspection	\$75.00
<b>SWIMMING POOL</b>	
Minimum two (2) inspections	\$150.00
<b>REMODELS</b>	
Minimum three (3) inspections	\$225.00
<b>GRINDER PUMP</b>	
Minimum three (3) inspections	\$225.00
<b>ADDITIONAL INSPECTIONS</b>	
Each additional inspection above the required minimum	\$75.00
<b>BACKFLOW PREVENTER RETESTING</b>	
Annual inspection (1)	Actual cost by subcontractor
<b>DESIGN REVIEW</b>	
Initial review	\$100.00
Each additional review	\$75.00

**GREASE TRAP CLEANING**

Actual cost by subcontractor plus \$50 administrative fee

**BACKFLOW PREVENTER FOR SPRINKLER SYSTEM AND SWIMMING POOL**

Minimum one (1) testing inspection

Actual cost by subcontractor

Each additional inspection over one (1)

Actual cost by subcontractor

**EXHIBIT E  
MISCELLANEOUS DEPOSITS, FEES, AND CHARGES**

**SERVICE FEES**

Service Application Fee	\$50.00
Inaccessibility Fee	\$50.00
Failed Payment Fee	\$25.00 per failed transaction
Meter Calibration/Testing	\$75.00
Reconnection Fee	\$50.00
Standard Meter Opt-Out Fee	\$75.00
Non-Standard Meter Reading Fee	\$10.00 per reading (per month)
Convenience Fee	\$2.00 per credit or debit card transaction

**PENALTIES**

Illegal Usage/Tampering	Up to \$1,000.00 per day per violation
Non-Compliance Fees:	
First Violation	Written notice of violation
Second Violation	Penalty fee up to \$500.00
Third Violation	Penalty fee up to \$1,000.00
Fourth Violation	Issuance of Notice of Intent to Terminate Service + Reconnection fee + Security Deposit (see Exhibit B)

**CONSTRUCTION INSPECTION/CONTRACT MANAGEMENT/PLAN REVIEW FEE**

\$60.00 per hour or actual billed + 10% Actual cost + 10% Administration Fee

**ADMINISTRATIVE FEE**

Invoice Processing	Actual cost to the District + 10% (up to \$500)
Contract Administration (non-engineering)	Actual cost to the District + 10%
After Hours Callout Fee	\$50.00
Failed Payment Fee	\$25.00 per failed transaction

**EASEMENT RELEASE FEE**

Standard	\$50.00
Non-Standard	\$50.00 + \$60.00 per hour or actual billed + 10%

**CERTIFICATION OF DISTRICT RECORDS**

\$5.00 each

**UNAUTHORIZED WASTE RELEASE**

\$1,000.00 per day

**LABOR COST**

Non-Supervised	\$30.00 per hour
Supervised	\$50.00 per hour

**PROFESSIONAL SERVICES AND OTHER OUT-OF-POCKET COSTS**

Actual cost to the District

**MACHINERY**

Service Truck	\$45.00 per hour
Dump Truck	\$45.00 per hour
Electric Rodder	\$55.00 per hour
Mini Jet	\$55.00 per hour
Back Hoe	\$90.00 per hour
Hydro Jet	\$100.00 per hour
Vacuum Machine	\$100.00 per hour

**EXHIBIT F**  
**DEFINITIONS & BILLING CLASSIFICATIONS**

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**DEFINITIONS: BILLING CLASSIFICATIONS**

**CLASS A: SINGLE FAMILY DWELLINGS:** Single family unit served with potable water, wastewater, and/or reuse water service(s) located on a single lot (structure may occupy multiple lots by being built over common lot lines).

**CLASS B: CONDOMINIUM/DUPLEX:** Cluster type single family dwelling units with potable water, wastewater, and/or reuse water service(s). Whether service is by individual or multi-unit, each unit will be considered as one.

**CLASS C: COMMERCIAL:** A business or organization. Includes, but is not limited to, Lakeway Resort & Spa, Lakeway Marina, Hills of Lakeway – Elevation Athletic Club (prev. World of Tennis clubhouse), office buildings, service stations, Lakeway Market and Deli, timeshare units, etc.; occupied full- or part-time.

**CLASS D: REUSE SYSTEM:** Any Metered water not used for residential or commercial purposes as listed in Class A through Class C above.