

MCMULLEN COUNTY
RULES FOR RATES, FEES, CHARGES
AND TERMS AND CONDITIONS
OF WATER AND WASTEWATER SERVICES

This Rules for rates, fees, charges and terms and conditions of service (“Water and Wastewater Rules” or Rules”) is effective as of the 26th day of May 2026, for water and wastewater service within the McMullen County service area for the County Water and Wastewater Systems (“System”) described herein.



James E. Teal
McMullen County Judge



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SECTION 1.0 - GENERAL PROVISIONS

Section 1.01. Jurisdiction

McMullen County (“County”) is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the McMullen County Commissioners Court (“Commissioners Court”) is the governing body of the County. It exercises the powers granted by Section 562.016 of the Local Government Code and these concurrent rules, including authority to own and operate a water and wastewater utility system.

Section 1.02. Service Area

The County may sell and deliver potable treated water in accordance with these Rules within the County water service area for the System, which service area (“Water Service Area”), is generally described the area encompassing the community of Tilden (former service area of McMullen County Water Control and Improvement District No. 1) and the area encompassing the community of Calliham (former service area McMullen County Water Control and Improvement District No. 2).

The County may provide wastewater services in accordance with this Rules within the County wastewater service area for the System, which service area (“Wastewater Service Area”), is generally described as the area encompassing the community of Tilden (former service area of McMullen County Water Control and Improvement District No. 1) and the area encompassing the community of Calliham (former service area McMullen County Water Control and Improvement District No. 2)..

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

The Water and Wastewater Service Areas, as described above, may be amended from time to time at the discretion of the County, subject to approval by regulatory authorities as applicable. Any amendments will automatically amend this Rules without further action or proceeding.

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

Section 1.03. Non-Discrimination Policy

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

Section 1.04. Applicability of Policies

The Policies, Rules, and Regulations (“Policies”) described or referenced in these Rules apply to the terms and conditions of treated water and wastewater services furnished by the County and may be amended from time to time by the Commissioners Court. The Policies include, but are not limited to, the County Drought Contingency Plan. Such rules, regulations, and policies as amended

from time to time, are adopted and incorporated into the Policies provided herein by reference for all purposes. Copies of all Policies are available upon request by the Customer. The County has the authority to deny or to discontinue services if the Applicant or the Customer fails to observe these Policies, terms, or conditions. Policies are incorporated in these Rules, and any reference to “Rules” includes both the Rules and the Policies.

Section 1.05. Variances

The Commissioners Court may in its sole discretion grant variances to any provision in these Rules or the County Policies. The Commissioners Court may delegate the authority to grant variances to the County Judge or his designee.

Section 1.06. Damage Liability

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

Section 1.07. Service Provided in Accordance with Drought Contingency Plan

Provision of water service is contingent upon restrictions outlined in the County Drought Contingency Plan, and any other restrictions as required by the TCEQ or other regulatory agencies.

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

Section 2.01. Connection without Approval of the County Prohibited

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

Section 2.02. Prohibited Plumbing Practices

- (a) The Customer will immediately correct any plumbing practices prohibited by state or local regulations. The County may disconnect a Customer or refuse to provide service to an Applicant unless Customer/Applicant complies with the following plumbing practices:
 - (1) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
 - (2) No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall

be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

- (3) No connection that allows water to be returned to the public drinking water supply is permitted.
- (4) No pipe or pipe fitting which contains more than 0.15 percent lead may be used for the installation or repair of plumbing at any connection, which provides water for human use.
- (5) No solder or flux that contains more than 0.1 percent lead can be used for the installation or repair of plumbing at any connection that provides water for human use.
- (6) No plumber or other person except those approved by the County shall be allowed to tap any County wastewater collection system or water system main or line.
- (7) It shall be unlawful for any person to make or cause to be made any connection except as provided in these Rules.
- (8) No person shall break or remove any portion of any wastewater Service Line without approval of the County. Such wastewater Service Line will be inspected by the County to assure that the wastewater Service Line has been constructed to prevent surface water from entering the wastewater collection system.
- (9) No person shall directly or indirectly connect to private laterals or County sewer gravity mains, force mains, laterals, manholes, or other components in a manner that will allow for water inflow and infiltration into the sanitary sewer collection system. This includes, but is not limited to, exterior fountain drains, areaway drains, French drain systems, other sources of surface drains, sump pump discharge lines, downspouts, open sewer connections, storm drains, storm sewers, open clean outs, or open manholes.
- (10) No person shall discharge or cause to be discharged any storm water, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters into the County's sanitary sewer system. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the applicable governmental entity.
- (11) The County will have the authority to perform investigations to determine if inflow and infiltration exists in its sewer system, including but not limited to, smoke testing and camera inspections of private laterals and sewer and drainage systems on private property. If such investigation confirms the existence of an unauthorized connection(s), then the County may request that the property owner make disconnection(s) as required at the property owner's cost. The County shall provide

thirty (30) days notice of required disconnection(s). If disconnections are not completed within thirty (30) days, then the County shall have the authority to disconnect water service until any and all unauthorized connections are removed, and the County's sewer system is sealed from inflow and infiltration. The County shall have the authority to inspect the repairs to ensure the required corrections have been completed as deemed necessary by the County.

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

Section 2.03. Meters and Connections

- (a) Meters shall be provided and installed by the County. The County may charge reasonable costs for the provision and installation of any meters.
- (b) Each individual residential Permanent Dwelling located on one (1) lot or plat of ground shall have a separate water tap and meter (5/8" or 3/4"). If the Customer receives wastewater service, then a separate wastewater connection is required for each residential Permanent Dwelling.
- (c) Customers are prohibited from connecting any facilities, including meters, to the County system without the express written permission of the County.
- (d) The County will install individual meters in each building classified as Commercial Facilities, Multiple Use Facilities and Multi-unit Residential Facilities, unless the installation of individual meters is not feasible.
- (e) The installation of Subtractive Meters is prohibited.
- (f) Public properties, schools, industrial properties, Non-residential, or Commercial Facilities, Multiple Use Facilities and Multi-unit Residential Facilities shall have meters, backflow prevention devices, and service as required by the County.
- (g) The water meter connection and wastewater connection are for the sole use of the Customer. Extension of pipe(s) to transfer water and/or wastewater service from one

submeter water to any other person, dwelling, business, or property, to another, to share or resell is prohibited unless approved in advance by the County.

- (h) If property with more than one Permanent Dwelling and a single connection is to be subdivided, any owner of the subdivided property who wishes to continue water and/or wastewater services must obtain a connection to serve that individual property. The owner of the subdivided property must convey all easements necessary to provide water and/or wastewater services to the property.
- (i) Each Applicant for new water service, regardless of whether the service is from a new or existing home or business, must have a customer service inspection performed and shall provide the County with written proof from that inspector that the Applicant passed the customer service inspection, in accordance with all applicable TCEQ regulations. In all cases, the Customer shall be responsible for having the customer service inspection performed by an individual who is qualified under the requirements of the applicable TCEQ regulations. The Applicant shall pay all costs associated with having the customer service inspection performed, unless inspection is performed by County staff, in which case Applicant shall only pay applicable County charges and fees for such inspection service, as outlined in Appendix A. County shall decline to serve an Applicant if the Applicant fails or refuses to have a customer service inspection performed, or fails or refuses to provide proof of passing such customer service inspection under all applicable TCEQ regulations.

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

Section 2.04. General Provisions for Water and Wastewater Service

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

- (b) The County may refuse services to an Applicant if serving the property is prohibited by federal, state, or local law.
- (c) In the event that the County refuses to serve an Applicant, the County will inform the Applicant in writing of the basis of its refusal.
- (d) In addition to the reasons above, treated water and/or wastewater service may be disconnected or denied for the following reasons:
 - (1) The bill has not been paid in full by the due date listed on the bill. The County will provide the Customer with notice that the Customer is delinquent on a bill and that service will be terminated. The termination date will be ten (10) days after a termination notice is mailed or hand-delivered.
 - (2) The Customer fails to provide reasonable access to property to connect, maintain, or repair service.
 - (3) The Customer fails to comply with these Rules or the Customer Service Application and Agreement, construction agreement, the County Drought Contingency Plan, or other applicable Policies of the County, including the Customer's failure to upgrade facilities to standards required by the County Policies.
 - (4) The Customer is in violation of any existing or future applicable local, state, or federal regulations, including the Customer's failure to upgrade facilities to standards required by local, state, or federal regulations.
 - (5) The County determines that providing services will exceed the capacity of the water or wastewater plant or system.
 - (6) The Applicant fails to demonstrate to the County that every Permanent Dwelling on the location of service is connected to a sewage collection, treatment, or disposal system or properly permitted on-site sewage facility.
 - (7) The Customer fails to comply with the wastewater quality requirements under, Section 2.11.
 - (8) The Customer fails to pay its bill to another water or wastewater provider and the County has an agreement with that utility provider pursuant to Texas Water Code Section 13.250(b)(2).
 - (9) Failure to have a customer service inspection performed or failure to submit proof that the Customer passed the customer service inspection, in accordance with applicable TCEQ regulations.
- (e) Disconnection of Service without Prior Notice:

- (1) When a dangerous condition exists, for as long as the condition exists.
 - (2) When service is established through an unauthorized connection.
 - (3) In instances of altering, tampering with, or in any way obstructing the County's equipment, systems or services, including, but not limited to, incidents of water theft, bypassing the County's water meter, removing or altering the County's equipment or locks, other instances of diverting water, or manhole tampering.
- (f) Reconnection of Service: The County will reconnect service only after the Customer pays all past due bills, the Reconnect Fee provided in Section 5.06 and any other outstanding charges or corrects the conditions that caused service to be disconnected. The Customer will be notified within a reasonable time of the basis for disconnection.
- (g) Meters: All water sold and wastewater collected by the County will be billed based on meter measurements. Wastewater will be a monthly fee and upon metered water usage as detailed in Appendix A. Deposits, rates, fees or charges contained in this Rules that are based on meter size apply to simple and compound meters only, and not to turbine meters, unless expressly stated otherwise. All water shall be metered by meters furnished, installed, maintained, and owned by the County. Service meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period.
- (h) Billing: Bills for water and wastewater service will be sent monthly. The due date of bills will be stated on the invoice. Payment for service will be considered late if full payment, including late fees, regulatory assessment fees, etc., is not received at the County or the County's authorized payment agency by the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date. In the event of a dispute between a Customer and the County regarding any bill for service, the County will follow the procedures for customer complaints, disputes and appeals in Section 2.16.
- (i) New Standard Service Application Processing: Customer Service Applications for New Standard Service will be processed by the County, and the Applicant will be invoiced for applicable fees due, which may include, but may not be limited to tap fees and deposits and additional fees as described in this Rules. An invoice for all fees due shall be generated within five (5) business days from the receipt of the complete Customer Service Application (and required documentation). The Applicant must then pay all fees due. Once payment has been received in full, service will be initiated. Any Customer who is established as an "active" Customer as described above shall timely pay for fees due as identified on monthly billing. If a Customer does not pay fees due timely, service will be disconnected per these Rules. If the Customer does not have a meter set (based upon the Customer's request), the Customer cannot have a meter set unless all fees due are paid in full.
- (j) New Non-Standard Service Application Processing: New Non-Standard Service applications will be processed through the County's Service Extension Request (SER)

process. Applicants will be invoiced for an initial SER Application Fee. The SER Application Fee is determined based on the number of Living Unit Equivalents (LUEs) requested in the application as set forth in Appendix A. The SER Application Fee recovers expenses for County staff time associated with application processing.

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

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

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

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

- (a) The Applicant shall provide the County a written request for service or request to modify existing County facilities. The request shall specify the location of property, size of development (in LUEs), number and size of tracts to be served, and an explanation of intended use.
- (b) The Applicant shall submit to the County a set of detailed final plat maps, construction plans, specifications, and demand requirements for the extension project that have been prepared by a registered professional engineer for all developments. The final plat maps (approved by the County and governmental body with appropriate jurisdiction), construction plans, specifications, and demand requirements shall comply with all Policies as well as ordinances, rules or regulations of local governmental bodies with jurisdiction over the Applicant's property, if applicable, and are subject to approval by the County.
- (c) In addition, the Applicant will be responsible for paying applicable fees as provided in this Rules, including Sections 2.04(j) and 5.12 through 5.17. The County reserves the right to upgrade design of service facilities to meet future demands, provided however, that the County pays the expense of such upgrading above the Applicant's facility requirements.
- (d) All Applicants pursuant to this Section may be required to enter into a written contract, as drafted by the County, in addition to submitting the County's Customer Service Application and Agreement or written request to modify existing County facilities. Said contract shall define the terms of service prior to construction of required service facilities. Guidelines for the contract may include, but are not limited to:

- (1) All costs associated with required administration, design, construction, and inspection of facilities for water and wastewater service or modifications to existing County facilities within the Applicant's service area and terms by which these costs are to be paid, in addition to those costs required under this Rules.
 - (2) Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
 - (3) Terms by which the Applicant shall indemnify the County from all third party claims or lawsuits in connection with the project contemplated.
 - (4) Terms by which the Applicant shall deed all constructed facilities to the County and by which the County shall assure operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.
 - (5) Terms by which the Applicant shall grant title or easement for rights-of-way, constructed facilities, and facility sites and/or by which the Applicant shall provide for securing required rights-of-way and sites.
- (e) Pipeline construction and facility installations for extensions pursuant to this Section may be installed by the County, at the Developer's expense or by a contractor retained by the Applicant subject to approval by the County. The County shall have the right to inspect and approve all pipeline construction and facility installations. Fees for inspection services shall be paid by the Developer to the County pursuant to these Rules as applicable.
- (1) Unless the County otherwise agrees by contract, the Applicant shall be required to pay, in addition to any fees provided in the Appendices to these Rules, all costs associated with construction and installation of the facilities. These costs shall include, but may not be limited to, expenditures for materials, equipment, labor, legal fees, inspection fees, and design or engineering fees. For proposed modifications to existing County facilities, application, administrative review and inspection fees shall be determined by County estimate of County and project costs. Outside engineering and Legal Review fees will be based on actual cost. The County will perform an initial review within two weeks after receipt of complete project information and all required fees.
 - (2) The County will provide Applicant with an estimate of construction and installation costs. Applicant shall either provide a cash-deposit with the County for the estimated costs, or provide other acceptable securities as approved by the County.
 - (3) Upon completion of construction and installation, Applicant shall transfer title of all facilities, up to and including the Applicant's meter(s), to the County. Thereafter, the County shall own such facilities and shall be responsible for the maintenance thereof.

- (f) The Applicant shall provide after construction has been substantially completed the project closeout documents required by the County, including but not limited to following deliverables:
- (1) Three sets of record drawings of the as-built plans.
 - (2) Autocad plans.
 - (3) GPS files noting location of meter boxes, meters, water and wastewater services, valves, pump stations, lift stations, and storage facilities.
 - (4) A maintenance bond for a minimum period of two (2) years and one-hundred (100) percent of the construction cost of the conveyed infrastructure.

At the discretion of the County, Applicant may be assessed a fee for document retention.

Section 2.06. Easements

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

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

Section 2.07. Right of Access

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

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

Section 2.08. Fire Protection

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

Section 2.09. Emergency Rationing

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

Section 2.10. Responsibility for Water Leakage

- (a) All property owners, their agents, and tenants shall be responsible, as consumers and Customers, for loss of water and property damage due to leakage in pipes or plumbing on the Customer side of the meter or on the owner's property. The Customers who have experienced water loss due to a leak underground, behind walls, or under the foundation, may request an adjustment to their account for two (2) consecutive billing cycles in a 24-month period. A written request along with proof of repair such as plumbing invoices or receipt of plumbing supplies must be received within sixty (60) days of the repair date.
- (b) To qualify for a leak adjustment, the water usage must be 125 percent (i.e. 1.25 times) above the average of the two (2) highest consecutive months' use in the preceding 24 months (the "Customer's Average Billed Usage" or "CABU").
- (c) All adjustments will be provided in a form of a credit. The leak adjustment billing credit will be determined using the following method:
 - (1) customer will be billed for their CABU at prevailing rates; and
 - (2) customer will be billed, at the County's applicable lowest tiered rate, for water use associated with a qualifying leak calculated as the difference between volume (in gallons) billed during the leak period minus the CABU (in gallons); and
 - (3) the customer adjusted billing credit will be calculated as the difference between the actual volumetric charge customer was billed for during the qualified leak adjustment period, less the dollar amounts calculated in Section 2.10 (c)(1) and (c)(2).

- (d) Leak adjustments will not be allowed for the following conditions:
 - (1) Any leaks associated with landscape irrigation systems;
 - (2) In-house leaks, such as toilets, faucets, malfunctioning water softeners, or plumbing piping/fixtures located above grade;
 - (3) Any malfunctions related to swimming pools, landscape water features, leaky outdoor faucets, or animal watering facilities;
 - (4) Any leaks associated with the construction of single family residences or non-residential buildings that occur during construction or within one year of the warranty period.

Section 2.11. Quality of Wastewater

- (a) No Customer shall introduce or cause to be introduced into the County Wastewater System any pollutant or wastewater which causes pass through or interference.
- (b) A Customer shall not introduce or cause to be introduced into the County Wastewater System the following pollutants, substances, or wastewater:
 - 1. Pollutants which create a fire or explosive hazard in the County Wastewater System;
 - 2. Wastewater having a pH less than 5.0 or more than 11.0, or otherwise causing corrosive structural damage to the County Wastewater System or equipment;
 - 3. Solid or viscous substances in amounts which will cause obstruction of the flow in the County Wastewater System resulting in interference, blockage, or damage to the County Wastewater System;
 - 4. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the County Wastewater System;
 - 5. Wastewater having a temperature greater than 150°F (65°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C);
 - 6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
 - 7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the County Wastewater System in a quantity that may cause acute worker health and safety problems;
 - 8. Trucked or hauled pollutants, except as authorized by the County;
 - 9. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

10. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the County's permit;
11. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations;
12. Unpolluted storm water, surface water, groundwater, roof run-off, subsurface drainage, unpolluted cooling water, unpolluted industrial process waters or any other unpolluted drainage;
13. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
14. Medical wastes, except as specifically authorized by the County or in the County's wastewater permit;
15. Wastewater causing, alone or in conjunction with other sources, the County's effluent to fail a toxicity test;
16. Detergents, surface-active agents, or other substances which may cause excessive foaming in the County Wastewater System;
17. Free or emulsified fats, wastes, greases or oils in excess of 100 mg/L, or containing substances which may solidify or become viscous at temperatures between 32°F and 150°F (0°C and 65°C). An oil and grease concentration of 500 mg/L is allowable for non-significant industrial and commercial users, such as restaurants, and for industrial user outfalls that are dedicated solely to cafeteria usage, provided the County determines that the waste:
 - a. Derives from animal or vegetable materials;
 - b. Biodegrades readily in the treatment plant;
 - c. Does not obstruct or limit sewer flow; and
 - d. Is pretreated by an approved trap or other pretreatment device. Where any operation necessitates such discharges, traps shall be provided. Any person responsible for any discharge requiring a trap shall, at his own expense and as required by the County:
 - i. Provide equipment and facilities of a type and capacity approved by the control authority.
 - ii. Locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection.
 - iii. Maintain the trap in an effective operating condition.
 - iv. Pay the County for any cost incurred by the County as a result of damage to the County Wastewater System because of neglect or malfunction of the trap facility.
 - v. Complies with any applicable local, state, and federal regulations.
 - vi. Discharges into the sanitary sewer which cause blockage, overflow, or interference, or which exceed discharge limitations;
18. Fungicides, insecticides or herbicides;

19. Polychlorinated biphenyls;
20. Hydrogen sulfide, sulfur dioxide or nitrous oxide in excess of ten parts per million;
21. Garbage that is not properly shredded to such an extent that all particles will be carried freely under the flow conditions normally prevailing in wastewater mains, with no particle having greater than one-half-inch cross-sectional dimension; or
22. Without the approval of the County, any substance or pollutant that is of a toxic or hazardous nature, regardless of whether or not it is amenable to treatment.

Section 2.12. Rights and Obligations Regarding Necessity and Use of Grinder Pumps

- (a) This Section applies to any Customer who applies for wastewater service, which service will be provided through a Grinder Pump.
- (b) The Customer (Residential and Non-Residential) shall install a pressure sewer system component, hereinafter referred to as a grinder pump system (“Grinder Pump”) in those circumstances where the elevation and/or slope of the Property in relation to the location of the County’s System requires the installation of a pressure sewer system in order to transport the Customer’s sewage to the County’s System.
- (c) The Customer shall be responsible for all costs associated with the purchase of the Grinder Pump, as well as the installation, inspection, and maintenance of the Grinder Pump.
- (d) The County shall have the right to prior approval of the design of the Grinder Pump System, including materials, equipment, and location of the Grinder Pump System, prior to installation of the Grinder Pump by the Customer. The Customer shall obtain from the County’s engineer the design requirements for the Grinder Pump for the Customer’s property. The design requirements shall be determined by the County’s engineer and shall be in accordance with the rules of the TCEQ for alternative sewage collection systems, as those rules are amended by the TCEQ from time to time. Such design requirements shall specify, at a minimum, the Grinder Pump required by the County, the generally preferred location(s) for installing the Grinder Pump System, and shall further require the installation and maintenance of a water faucet with a hose bib and vacuum breaker located within such distance of the Grinder Pump so as to ensure the ready availability of fresh, potable water during necessary repairs and maintenance of the Grinder Pump System. In addition, the Customer shall install a check valve between the Grinder Pump and the isolation valve. The final design provided by the Customer shall be submitted to the County’s representative at least fifteen (15) business days in advance of desired installation.
- (e) The County shall have the right to inspect and approve the installed Grinder Pump prior to initiation of service to the Property. The Customer shall give the County at least five (5) business days’ notice requesting an inspection. The Customer agrees to correct any deficiencies at the Customer’s expense. The County may charge an inspection fee as provided in the Appendices to these Rules.

- (f) If the Grinder Pump is disconnected at any point and service is reinstated to the Customer's property, or if at any time the County in its sole discretion determines that inspection of a Grinder Pump is necessary, then the County shall have the right to inspect and approve the Grinder Pump prior to initiation of service to the property. The Customer shall give the County at least five (5) business days' notice requesting an inspection. The Customer agrees to correct any deficiencies at the Customer's expense. The County may charge an inspection fee as provided in the Appendices to these Rules.
- (g) The Customers with Grinder Pumps shall be responsible for all costs associated with the operation, maintenance, repairs, and replacement of the Grinder Pump. If the Grinder Pump fails or any discharge from the Grinder Pump interferes with the hydraulics of the County's System, compromises the integrity of the County's System, or potentially contaminates state waters, then the County may require the Customer to replace the Grinder Pump and comply with the requirements in this Rules for Grinder Pumps and the TCEQ. All repairs and maintenance to the Grinder Pump must be performed by a licensed plumber with a minimum TCEQ D Operators license.
- (h) County shall have the right to stop any discharges from the Grinder Pump in order to prevent interference with the hydraulics of the County's wastewater collection system, any compromise to the integrity of the County's wastewater collection system, or contamination of state waters at the Customer's expense and shall be grounds for the disconnection of water or wastewater service to the Property.

Section 2.13. Penalties

- (a) The terms and conditions described within the Rules and Appendices are the rules of the County. The County establishes, to the extent authorized by law, the penalties outlined in Appendix A of these Rules for a violation of the terms and conditions of service as provided in this Rules, unauthorized use of the County's services or facilities, or tampering with the County's System.
- (b) A penalty under this Section is in addition to any other penalty provided by law and the Equipment Damage Fee as provided in Section 5.05 and may be enforced by complaints filed in the appropriate court of jurisdiction.
- (c) If the County prevails in any suit to enforce the terms and conditions of these Rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses, and other costs incurred by the County before the court. The amount of the attorney fees will be fixed by the court.

Section 2.14. Severability

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

Section 2.15. Customer Complaints, Disputes and Appeals

- (a) In the event of a dispute between a Customer and the County regarding any bill or utility service, the Customer shall be given the opportunity to meet with a designated County representative to attempt to resolve the dispute.

A County representative shall be available to meet with Customers, during the County's normal business hours to resolve disputes as to bills and/or service. Anyone objecting to the actions or decisions of the County Representative may informally appeal to the County Judge or his designate by submitting a complaint in writing.

- (b) If the complaint is not resolved with the County Judge or his designee, a written request may be made within 10 days from the date of notification of the decision by the County Judge or his designee for a formal hearing before the Commissioners Court. This written request shall be submitted to the County Judge or his designate.

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

If a written request for a hearing is timely made and the County does not notify the Customer within 30 days from the date of the request that the request for a hearing has been granted, the decision of the County Judge or his designate will be deemed accepted and will be the final decision of the County.

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

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

- (d) If a formal hearing request is granted, the decision of the Commissioners Court shall be final.
- (e) During the appeal process, utility service shall be continued unless it has been terminated before the appeal was commenced.

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

Section 3.01. Monthly Rates

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

Section 3.02. New Connection Fees and Terms and Conditions of Service

- (a) Applicant will provide all information requested by the County to determine the County's ability to provide water service to the Applicant's property and pay an application fee as outlined in Appendix A. Upon determination of water service availability, the County will provide to the Applicant the cost to the Applicant to connect to the System based on the fees described below and provide the Applicant with the size, design and construction Rules of facilities needed to provide adequate water service for the Applicant's water demands. The minimum water line size is 6-inch diameter. With the Applicant's acceptance of this cost, the Applicant will pay all applicable deposits, in accordance with the Appendices attached to this Rules, and connection fees, as established therein, enter into a service agreement and, if necessary, a construction agreement and execute any required easement forms to authorize access and right of entry by the County or its successors or designees to construct and maintain the connection of service. In hardship circumstances and in limited cases, the Commissioners Court, at its discretion, may waive applicable deposits or connection fees.
- (b) Deposits.
 - (1) At the time the application is made, Applicant shall pay a deposit for service before service shall be provided or reserved for the Applicant by the County. The deposit amount is outlined in Appendix A.
 - (2) If service is not connected, or after disconnection of service, the County will promptly refund the Applicant's or the Customer's deposit, if any, and without interest, in excess of the unpaid bills for service furnished.
 - (3) If all bills are paid on a timely basis one year after service begins, upon application by the Customer, the County shall refund in full such deposit to the Customer. The remainder of the deposit shall be held and refunded on termination of service as provided herein. If the Customer's account becomes delinquent more than two (2) times during any twelve (12) month period, the full security deposit may be required as a condition of continued service to the Customer.

- (c) Tap Fees: Meter Installation for Standard and Non-Standard Service.
 - (1) The Customer shall pay Tap Fees prior to the commencement of service. Tap Fees are set at the amount outlined in Appendix A and are non-refundable.
 - (2) Meter Drop-In Fee is set at the amount as outlined in Appendix A.
- (d) The Customer will install and maintain any necessary Service Lines from the meter to the Point of Use at its own expense and in accordance with the Prohibited Plumbing Practices as stated in Section 2.02 above. The Customer will install and maintain at its own expense any Customer service isolation valves, backflow prevention devices, and other equipment as may be required by the County.

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

Section 4.01. Wastewater Rates and Bill Calculation

- (a) All wastewater rates are contained in the attached Appendices.
- (b) Bills for wastewater service will be sent monthly. The due date of bills for wastewater service will be stated on the invoice. Payment for wastewater service will be considered late if full payment, including late fees, regulatory assessment fees, etc., is not received at the County or the County's authorized payment agency by the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date. In the event of a dispute between a Customer and the County regarding any bill for wastewater service, the County will follow the procedures for customer complaints, disputes and appeals in Section 2.16.
- (c) If a Customer is undercharged, the County may back bill the Customer for the amount that was under billed. The back billing shall not exceed twelve months unless such undercharge is a result of tampering, bypass, unauthorized use by the Customer, or any other violation by the Customer of the terms and conditions of this Rules.
- (d) If a Customer receives wastewater service only from the County, wastewater rates will be established and billed as set forth in the Appendices.

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

- (a) Applicant will provide all information requested by the County to determine the County's ability to provide wastewater service to the Applicant's property and pay an application fee as outlined in Appendix A. A separate application fee for wastewater service is not required if one has been paid by the Applicant to establish water service at the same address. Upon determination of wastewater service availability, the County will provide to the Applicant the cost to the Applicant to connect to the system based on the fees described in the

Appendix herein and provide the Applicant with the size, design and construction Rules of facilities needed to provide adequate wastewater service for the Applicant's wastewater demands. The minimum size wastewater collection line shall be determined by the County in its sole discretion. The minimum size for a wastewater service shall be 4-inch diameter. With the Applicant's acceptance of this cost, the Applicant will pay all applicable deposits and connection fees, enter into a Customer Service Agreement and, if necessary, a construction agreement and execute any required easement forms to authorize access and right of entry by the County or its successors or designees to construct and maintain the connection of service. In hardship circumstances and in limited cases, the Commissioners Court, at its discretion, may waive applicable deposits or connection fees.

- (b) **Deposits.**
A separate deposit for wastewater service is not required if one has been paid by the Applicant to establish water service at the same address. If a separate deposit has not been paid, a deposit will be collected and maintained as set forth in Section 3.02(b). If all bills are paid on a timely basis one year after service begins, upon application by the Customer, the County shall refund in full such deposit to the Customer. The remainder of the deposit shall be held and refunded on termination of service as provided herein. If the Customer's account becomes delinquent more than two (2) times during any twelve (12) month period, the full security deposit may be required as a condition of continued service to the Customer.
- (c) **Tap Fees: Meter Installation for Standard and Non-Standard Service**
 - (1) The Customer shall pay Tap Fees prior to the commencement of service. Tap Fees are set at the amount outlined in Appendix A and are non-refundable. The Customer will install and maintain any necessary service lines from the County's Point of Collection to the Point of Use at its own expense and in accordance with the Prohibited Plumbing Practices as stated in Section 2.02 above. The Customer will install and maintain at its own expense any backflow prevention devices, clean-outs, and other equipment as may be required by the County. The County may, in its sole discretion, require that any service lines required to cross existing roadways will be done by boring underneath the roadway. Customer shall be responsible for all costs relating to such boring.
- (d) **Non-Standard Residential and Non-Residential Connections.** An Applicant for service at a new location where service lines or the County facilities must be extended to provide service must pay, in addition to the other fees in this Rules and the Appendices, all costs to extend the County line or facilities to the service location.
- (e) **Replats, Plat Amendments, and Amending Plats.** Any replats or amended plats shall be approved by the County prior to recordation.

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

Section 5.01. Regulatory Assessments

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

Section 5.02. Late Processing Fee

The County shall charge a late payment fee as identified in Appendix A.

Section 5.03. Returned Instrument Fee

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

Section 5.04. Meter Field Test, Re-read, and Replacement

- (a) **Meter Field Test:** The County will perform, at the customer's request, a field test of the accuracy of the Customer's meter, but if the meter is found to be accurate, the County will charge the Customer a fee in accordance with Appendix A. Following the completion of any requested field test, the County will advise the Customer of the date of the field test, the result of the field test, and who performed the field test. If the Customer's meter is found to be inaccurate, the County will adjust the Customer's bill for the previous six months to reflect any estimated under or over-charges.
- (b) **Meter Re-Read:** If requested by a customer, the County will re-read a customer's meter. If the meter reading is found to be inaccurate, the customer will not be charged, appropriate corrections to the Customer's bill will be made. However, if the meter read is found to be accurate and no adjustments to the Customer's bill is required, the customer will be charged a meter re-read fee in the amount outlined on Appendix A.
- (c) **Meter Replacement:** The County will, on request by a Customer, replace a Customer's meter and the Customer will be charged a meter replacement fee in the amount outlined on Appendix A. A Customer will not be charged for a meter replacement initiated by the County.

Section 5.05. Equipment Damage Fee

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

Section 5.06. Reconnect Fees

The County will charge a reconnect fee to restore service previously disconnected where water service is discontinued due to non-payment of a bill or failure to meet wastewater quality standards or a disconnection due to reasons stated in Section 2.04. The reconnect fee identified in Appendix A plus any past due balances owed for water service at the time of disconnection and, if applicable, and any equipment damages fees must be paid in full prior to the reconnection of services; and the Customer must correct any conditions that led to discontinuance. If a Customer requests a reconnection of services after normal business hours of 8:00 a.m. to 4:00 p.m., CST, the customer must pay the after-hours reconnection fee identified in Appendix A.

Section 5.07. Transfer Fee

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

Section 5.08. Disconnection Fee

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

Section 5.09. After Hours and Same Day Service

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

For any service call at the request of the Customer for which service is requested after the hours of 8:00 a.m. and 4:00 p.m., an after-hours fee would be charged in accordance with the fee outlined in Appendix A.

Section 5.10. Drought Contingency Surcharges

Any person who violates the County Drought Contingency Plan shall be subject to the following surcharges and conditions on service:

- (a) following the first documented violation, the violator shall be given a notice of violation specifying the type of violation and the date and time the violation was observed, and the surcharges and restrictions on service that may result from additional violations;
- (b) following the second documented violation, the violator shall be sent a notice of violation via certified mail, and shall be assessed a surcharge in the amount identified in Appendix A;
- (c) following the third documented violation, the violator shall be sent a notice of violation via certified mail, and shall be assessed a surcharge in the amount identified in Appendix A;

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

Compliance with the County Drought Contingency Plan may also be sought through injunctive relief in the district court.

Section 5.11. Testing of Wastewater for Quality Standards

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

Section 5.12. Project Administration, Review, and Inspection Fee

- (a) For every case where a Non-Standard Residential Connection or Non-residential Connection requires the County inspection of any construction of water or wastewater facilities to be conveyed to the County, the Applicant shall pay a fee as detailed in Appendix A.

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

Section 5.13. Engineering Review Fee

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

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

Section 5.14. Legal Review Fee

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

Section 5.15. SER Application Fee

SER Application Fees are outlined in Appendix A.

Section 5.16. Clearing Fee

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

Section 5.17. Other Fees

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

Section 5.18. Processing and Allocation of Partial Payments

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

- (1) Tap Fee;
- (2) Application Fee;
- (3) Deposit;
- (4) Late Fee;
- (5) Penalty (to the extent authorized by law);
- (6) Water/Wastewater Minimum Bill – allocated between the applicable water/wastewater utility service providers based upon percentage of total outstanding balance due; and

- (7) Water/Wastewater Volumetric – allocated between the applicable water/wastewater utility service providers based upon percentage of total outstanding balance due.

Nothing in this Section 5.18 shall interfere with the provisions in Section 2.04 of the Rules regarding the provision and discontinuance of water and wastewater service. To the extent this Section 5.18 conflicts with Section 2.04 of the Rules, Section 2.04 shall control.

Section 5.19. Retail Customer Meter Failure

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

SECTION 6.0 - DEFINITIONS

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

“Abandoned sewer tap” means a sewer tap that has been disconnected from the Service Line.

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

“Applicant” means any individual or entity requesting water and/or wastewater service from the County.

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

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

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

“Customer” means any person or entity receiving water or wastewater services from the County’s System.

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

“Customer Service Application Fee” means the fee established in these Rules for the review and processing of Customer Service Applications.

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

“Developer Property” means any land owned and/or developed by a Developer.

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

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

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

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

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

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

“LUE” means a living unit equivalent.

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

“Master Meter” means a meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or Manufactured Home Rental Community, including common areas, common facilities, and dwelling units.

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

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

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

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

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

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

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

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

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

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

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

“Non-Standard Service Agreement” means an agreement between the Customer and the County providing the terms for Non-Standard Service to the Customer.

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

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

“Point of Collection” means the point at which the wastewater Service Line crosses the Customer’s property line.

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

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

“SER Application” means a Customer Service Application for New Non-Standard Service that is undergoing the County’s Service Extension Request review process as provided in Section 2.04 (j).

“SER Application Fee” means the fee charged to Applicants for New Non-Standard Service as set forth in this Rules to cover the costs of County staff time to review SER Applications.

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

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

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

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

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

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

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

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

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

“Subsequent User Fee” means the fee required for the Customers connecting to the facilities identified on Appendix A.

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

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

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

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

“Wastewater Collection Line” means the County Facilities transporting sewage collected from the Service Line to the Wastewater Interceptor.

APPENDIX A

WATER AND WASTEWATER CHARGES, FEES, AND RATES

(a) Minimum Monthly Charge for Retail Water Service:

All Classes:

Meter Size	Rate	
5/8"	\$22.00	
3/4"	\$22.00	
1"	\$22.00	
1 1/2"	\$22.00	
2"	\$22.00	
3"	\$22.00	
4"	\$22.00	
6"	\$22.00	
8"	\$22.00	
12"	\$22.00	

(b) Volumetric Charge for Retail Water Service (per thousand gallons used):

(1) All Classes :

Gallons	Rate per 1000 gallons used
0-10,000	\$1.00
10,001-20,000	\$2.00
20,001-30,000	\$3.00
30,001-40,000	\$4.00
40,001-50,000	\$5.00
50,001- 60,000	\$6.00
60,001 and above	increase by \$1.00/1000 gallon for each 10,000 gallons usage

(2) Bulk Wholesale Raw Water:

Gallons	Rate
1 and above	\$0.025

- (3) Bulk Wholesale Treated water (commercial/non-residential):

Gallons	Rate
1 and above	\$0.03

- (4) Bulk Wholesale Treated water (residential/agriculture):

Gallons	Rate
1 and above	\$0.01

(c) Minimum Monthly Charge for Retail Wastewater Service:

- (1) Residential:

	Rate
Monthly Fee	\$20.00

- (2) Non-residential:

Monthly Fee based on water meter size	Rate
5/8"	\$20.00
3/4"	\$20.00
1"	\$20.00
1 1/2"	\$20.00
2"	\$20.00
3"	\$20.00
4"	\$20.00
6"	\$20.00
8"	\$20.00

(d) Volumetric Charge for Retail Wastewater Service (per thousand gallons of water used)

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

Gallons	Rate per 1,000 gallons of water used
0 to 10,000	\$1.00
10,001 and above	\$0.00

NOTE: Maximum wastewater charge for residential is capped at \$30.00 per month (\$20 minimum plus \$10.00 usage)

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

Gallons	Rate per 1,000 thousand gallons of water used
0 and above	\$1.00

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

(1) Actual cost to the County as invoiced by the County’s contractor.

(f) **Violation of Terms of Rule as described in Section 2.14 – Penalties (to the extent authorized by law)**

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

(g) **Deposits as described in Section 3.02**

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

(h) **Customer Service Application Fee as described in Sections 3.02 and 4.02**

Customer Service Non-Refundable Application Fee \$50.00

(i) **Tap Fees as described in Section 3.02 and 4.02**

Connection, Short Tap*, per LUE \$800.00 or actual cost, whichever is greater

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

* “Short Tap” means the Customer’s water meter is located on the same side of a roadway as the County’s water transmission main, requiring a short water service line

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

(j) Late Fees as described in Section 5.02

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

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

(l) Meter Field Testing, Re-Read, Replacement as described in Section 5.04

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

(m) Equipment Damage Fee as described in Section 5.05 \$50.00 or actual cost, whichever is greater

(n) Reconnection Fee as described in Section 5.06

Reconnection Fee, during regular hours \$50.00

Reconnection Fee, after hours \$150.00

(o) Transfer Fee as described in Section 5.07 \$30.00

(p) Disconnection Fee as described in Section 5.08 \$100.00 for 5/8” or 3/4” meters

(q) Same day service surcharge as described in Section 5.09 \$50.00

(r) After hour service surcharge as described in Section 5.09 \$150.00

(s) Customer Service Inspection Fee as described in Section 2.03 (g) \$75.00 per inspection

(t) Drought Contingency Plan violation fees as described in Section 5.10

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

(u) Wastewater quality testing fee as described in Section 5.11 Actual cost for testing

(v) Project administration, review and inspection fees as described in Section 5.12

\$ 1,500.00, or actual cost of administration, review, and inspection

(w) Engineering review fee as described in Section 2.04 (j) and Section 5.13 Actual cost

Additional Engineering review fees for plan review \$100

(x) Legal review fee as described in Section 2.05 (e) and Section 5.14 Actual cost

(y) SER Application Fee as described in Section 2.04(j) and Section 5.15

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

> 1000 \$19,000

(z) **Clearing fees as described in Section 5.16** \$50.00 or actual cost, whichever is greater

