

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

(Effective May 22, 2019)

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Under Section 49.212, Texas Water Code, the Board of Directors (the “*Board*”) of Block House Municipal Utility District (the “*District*”) is authorized to adopt and enforce all necessary charges, fees or rentals for providing or making available District facilities or services;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF BLOCK HOUSE MUNICIPAL UTILITY DISTRICT AS FOLLOWS:

I. General Policies.

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

A. “District’s representative” means the general manager of the District or a representative or employee of the District engaged in carrying out the terms of or performing services prescribed by the Rules under either general or specific authorization from the general manager or the Board.

B. “Living Unit Equivalent” or “LUE” means each single-family dwelling unit, with each residence of a separate family unit constituting one LUE or, in the case of a commercial customer, its equivalent under the following schedule:

<u>Meter Size</u>	<u>Living Unit Equivalent</u>
5/8"	1
3/4"	1.5
over 3/4"	determined by District engineer

Exhibit “A” to this Order sets forth the living unit equivalencies determined by the District engineer for commercial customers within the District as of the date of this Order.

C. “Rules” means rules and regulations adopted by the District under Sections 49.212 and 54.205, Texas Water Code.

D. “Systems” means the District’s water, wastewater and drainage systems.

II. Connections to the District’s Systems or Initiation of Service.

A. Applications for Service; Application Fee. Any new customer desiring that District service be initiated at an existing connection must complete the application form

attached as **Exhibit “B”**, and file it, together with an application fee of \$6.00 and the applicable security deposit, with the District’s representative. No service may be initiated until (i) all applicable fees and deposits have been paid, (ii) the application form has been accepted by the District’s representative, and (ii) proof of payment of any applicable community impact fee to the City of Cedar Park has been provided.

B. Applications for Connections. Any party desiring to make a new connection to the District’s Systems must make an application, in the form attached as **Exhibit “C”**, to the District’s representative in accordance with the Rules. All applicable tap fees, park fees, installation fees and deposits must be paid to the District’s representative at the time the application is filed. No connection may be made until all fees and deposits are paid and the appropriate application has been accepted by the District’s representative.

C. Tap Fees for In-District Customers.

1. The District’s water tap fees are as follows:

<u>Meter Size</u>	<u>Tap Fee</u>
5/8"	\$ 600
3/4"	\$ 800
1"	\$ 1,300
1½"	\$ 2,550
2"	\$ 4,050
3"	\$ 7,550
4"	\$12,550
Over 4"	Determined by the District prior to connection

2. The District’s water tap fees for irrigation meters are as follows:

- a. Up to and including 2" meter \$600 plus actual cost of meter.
- b. Over 2" meter Determined by the District prior to connection

3. The District’s wastewater tap fees are as follows:

<u>Meter Size</u>	<u>Tap Fee</u>
5/8"	\$ 600
3/4"	\$ 800
1"	\$ 1,300
1½"	\$ 2,550
2"	\$ 4,050
3"	\$ 7,550
4"	\$12,550
Over 4"	Determined by the District prior to connection

4. Tap fees become the property of the District upon payment, and are not refundable.

D. Cedar Park Community Impact Fees.

1. Under the District's Water Supply Contract with the City of Cedar Park, all new customers on the District's water system must pay the community impact fee established by Cedar Park for new in-city customers for water service, which is currently \$2,250 per living unit equivalent. All new customers must pay the applicable community impact fee to Cedar Park at the time the customer obtains a building permit, and must provide proof of payment to the District before the customer may purchase a tap.
2. Under the District's Wholesale Wastewater Service Contract with the City of Cedar Park, all new customers on the District's wastewater system must pay the community impact fee established by Cedar Park for new in-city customers for wastewater service, which is currently \$2,000 per living unit equivalent. All new customers must pay the applicable community impact fee to Cedar Park at the time the customer obtains a building permit, and must provide proof of payment to the District before the customer may purchase a tap.

E. Park Development Fees. The District will collect a park development fee of \$300 per living unit equivalent at the time a water or wastewater tap is purchased. This fee will be placed in the District's dedicated pool fund and used solely for the development, operation and maintenance of District recreational facilities.

F. Installation Fees. Connections may be made by the District's representative or by the applicant's plumber, at the applicant's option.

1. The installation fees for a water connection made by the District's representative are as follows:

<u>Meter Size</u>	<u>Fee</u>
5/8" through 1"	Cost to District
Over 1"	Cost to District

2. The installation fees for a wastewater connection made by the District's representative are as follows:

<u>Service</u>	<u>Rate</u>
Residential (Single-family or duplex unit)	Cost to District
Other	Cost to District

3. Any connection made by the applicant's plumber or contractor must be inspected and approved by the District's representative in accordance with the Rules prior to the time the connection is enclosed or covered.

G. Inspection/Reinspection Fees. The fee for each inspection of a residential water or wastewater connection is \$25. The fee for each reinspection of a residential connection is \$55. The inspection fees for commercial property will be the costs incurred by the District in making the inspections. These fees are payable upon demand by the District.

H. Plumbing Inspections. Inspections of new residential and commercial plumbing construction as required by The Plumbing License Law, Chapter 1301, Texas Occupations Code, will be conducted by the City of Cedar Park pursuant to the Interlocal Agreement for Plumbing Inspections Within Block House Municipal Utility District.

I. Water and Wastewater Security Deposit. A security deposit must be paid to the District's representative by each customer before service is actually commenced, according to the following schedule:

a. Single Family Residential Customers:

Homeowner	\$100
Renter	\$200

b. If a single family residential customer is given notice of disconnection due to a failure to make timely payment of the District's utility bills, a violation of the District's Rules, or any other reason other than the customer's request, and fails to pay all past-due amounts by the time and date specified on the notice of disconnection, then, regardless of whether or not service is physically disconnected, the District will require an additional security deposit of \$100 for a Homeowner and \$150 for a Renter for each disconnection, up to a maximum of \$750. This additional deposit must be paid concurrently with the payment of all past-due amounts and before service will be re-established.

c. Commercial customers, including multi-family: an amount equivalent to 45 days' water and wastewater usage. The amount of the security deposit will be based on historical usage when this information is available, and will be based upon an estimate of usage by the District's representative when this information is not available. Commercial security deposits must be in the form of cash, certified check or bond approved by the Board as to form and issuer. All commercial security deposits will be subject to adjustment based upon annual usage patterns.

d. Security deposits will be held and returned in accordance with the Rules.

J. Builder/Developer Deposit. Each homebuilder or commercial developer must pay to the District (a) in the case of a homebuilder, a deposit of (i) \$1,000, if one house is being constructed by the homebuilder, or (ii) \$2,000, or more than one house is being constructed by the homebuilder; or (b) in the case of a developer other than a homebuilder, a deposit of \$2,000. This deposit will be placed in a separate account and will be refunded, without interest, to the builder on completion of the builder's or developer's construction program or development within the District. No taps will be sold to the homebuilder or developer until this deposit is paid.

K. Use of Deposit. The cost of any repairs to the District's facilities caused by a builder's or developer's negligence, any fines or penalties due to the District as a result of the homebuilder's or developer's violations of the District's Rules, orders or regulations, the cost of any maintenance of the homebuilder's lots or developer's property performed by the District following written notice to the homebuilder of the needed maintenance and the homebuilder's failure to perform the maintenance within five business days of the date of the notice and the cost of connections, inspections, water service and wastewater service will be billed by the District's representative to the responsible builder or developer, and any bill for these costs is

payable upon receipt. If, at any time, a builder or developer is delinquent in paying these bills for a period of 30 days, or is responsible for outstanding bills in the amount of \$50 or more, the District may transfer all or any part of his deposit to its operating fund to pay these outstanding or delinquent bills and may require: (i) that the deposit be replenished by the builder or developer by the amount transferred; or (ii) that an increased deposit equivalent to two times the original deposit amount be paid by the builder or developer. No additional water or wastewater taps will be sold to a builder or developer who is delinquent in the payment of any sums due to the District.

L. Contractors. Each contractor within the District must pay the costs of any water service or wastewater service provided to the contractor in accordance with the terms of this Order.

M. Fire Hydrant Meter and Deposit. Each homebuilder, developer or contractor within the District must utilize a District fire-hydrant meter when making a temporary water connection for construction, street cleaning, or other construction-related activities, unless the District agrees otherwise. A security deposit of \$800 must be paid to the District's representative at the time the meter is issued to the builder or contractor. The deposit will be held by the District and refunded, without interest, to the builder or contractor on the completion of the builder's or contractor's construction program within the District. A violation of this requirement will result in the offending party being subject to a fine in the amount of \$5,000 per violation, as provided in the Rules. The District may deduct the amount of any fines imposed as a result of a violation of this requirement from the responsible party's deposit and may further require that the responsible party replenish the deposit by an amount equivalent to the total deducted. This deposit will be refunded upon return of the fire hydrant meter in good condition and payment of all applicable water usage fees.

N. Fire Hydrant Charges. Each contractor or builder utilizing water for construction purposes through fire hydrants within the District will be assessed the District's water gallonage charges for all water utilized.

O. Additional Charges. Any nonroutine charges incurred by the District in connection with any water tap, wastewater tap or inspection, including any charges for the collection and treatment of non-domestic waste under the Rules, will be the responsibility of the applicant and payable to the District upon demand.

P. After-Hours Connection Charges. Any applicant for service who requests that service be initiated outside of regular business hours will be assessed an after-hours connection fee of \$60.

Q. Repairs and Backcharges. Each customer will be responsible for maintaining the customer's service lines in a good state of operation and repair. The cost of any repairs, including removal of blockages, effected by the District which are determined to be on a customer's service line will be backcharged to the customer and added to the customer's next utility bill from the District.

III. Water and Wastewater Service.

A. Winter Averaging. Customer winter averages for wastewater bills will be calculated as provided in this section.

1. Except for as otherwise provided in this Section A, bills for wastewater service will be computed (i) on the basis of the average amount of water used by the customer during the winter season based upon the average of the monthly readings of the customer's water meter for the preceding December, January and February (the "winter-averaging period"), unless another winter-averaging period is established by the Board; or (ii) on the basis of the customer's current monthly water bill, whichever is less.
2. For customers who receive irrigation water through a separate irrigation meter approved by the District, bills for wastewater will be computed on the basis of the customer's current monthly water usage through the customer's non-irrigation water meter. No wastewater charges will be assessed based on a customer's approved irrigation-only water meter.
3. If a single-family or duplex residential customer does not have an acceptable history of water usage during the preceding winter-averaging period, the customer's monthly wastewater bill will be calculated based upon: (i) the customer's current monthly water usage; or (ii) 6,000 gallons water usage per month, whichever is less.
4. For a public school facility which is closed during a portion of the winter-averaging period and which does not have a separate irrigation meter, bills for wastewater will be computed based on the average monthly water usage by the customer calculated based on the portion of the winter-averaging period during which the facility was open or on the basis of the facility's current monthly water bill, whichever is less
5. If a customer other than a single-family or duplex residential customer does not have an acceptable history of water usage during the preceding winter-averaging period, the customer's monthly wastewater bill will be calculated based upon the customer's current monthly water usage.

B. Water and Wastewater Service Rates. The District's rates and charges for the sale of water and the collection and disposal of sewage are as follows:

1. Base Rate.

a. Single-family or duplex residential use. (For usage on or after January 10, 2019) The base rate for all single-family or duplex residential customers is \$52.66 per LUE, which does not include any water or wastewater usage.

b. Other. The base rate for all other connections is \$22.35 per LUE, which does not include any water or wastewater usage.

2. Monthly In-District Water Rates (effective for billings on or after September 1, 2013). The water gallonage charges are as follows:

0-7,000 gallons	\$3.88/1,000 gallons
7,001 - 14,000 gallons	\$4.12/1,000 gallons
14,001-20,000 gallons	\$4.55/1,000 gallons

Over 20,000 gallons \$5.00/1,000 gallons

3. Monthly In-District Wastewater Rates (effective November 1, 2006).

a. \$4.00 per 1,000 gallons.

b. Anything herein to the contrary notwithstanding, no wastewater service charge will be made based on water usage through Special Connections authorized by the Rules.

4. Monthly In-District Water Rates for Irrigation and Fire Hydrant Meters

The gallonage charges for irrigation and fire hydrant meters are as follows:

0-7,000 gallons	\$3.88/1,000 gallons
7,001 - 14,000 gallons	\$4.12/1,000 gallons
14,001-20,000 gallons	\$4.55/1,000 gallons
Over 20,000 gallons	\$5.00/1,000 gallons

5. Monthly Out-of-District Water Rates for Irrigation and Fire Hydrant Meters The gallonage charges for irrigation and fire hydrant meters are as follows:

0-7,000 gallons	\$4.85/1,000
7,001 - 14,000 gallons	\$5.20/1,000
Over 14,001	\$5.78/1,000

6. Monthly Out-of-District Water or Wastewater Rates. To Be Determined

7. State Assessment. The District will collect a monthly regulatory assessment of ½% of the District’s charges for retail water and/or sewer service from all retail customers. This regulatory assessment will be listed on each retail customer’s bill as a separate line item, and will be collected in addition to other charges for utility service.

IV. Delinquent Accounts.

A. The District will bill each customer on the 20th of each month for all services rendered during the preceding month’s billing cycle. A bill is due upon receipt (the “Due Date”) and is delinquent, and the customer subject to termination of service, if not paid in full by the 10th of the month (the “Delinquency Date”). If the Delinquency Date falls on a Saturday, Sunday or legal holiday on which banks are required to close in the State of Texas, the applicable period will be extended to the next business day. Payment in full means payment of all sums due the District, including charges for utility service which have not been paid by the Due Date and applicable late fees. A late charge of 10% of the amount of the bill will be added on the 11th of each month after the month in which the bill is rendered, for each month the delinquent bill remains unpaid.

B. A charge will be imposed for each dishonored check or draft in an amount established from time to time by the District representative, based on the prevailing charges

imposed for dishonored checks by other businesses in the same general area as the District. If a customer pays his or her account with a check, including an eCheck, that is dishonored, the District reserves the right to refuse to accept further checks from the customer and to require all future payments to be made by certified check or cash for a period of six months for Homeowners and 12 months for Renters.

C. Notwithstanding the above and in accordance with Section 182.002 of the Texas Utilities Code, the District will, without penalty, delay the Delinquency Date of the most recent bill and/or each subsequent bill to be paid by an elderly individual until the 25th day after the date each bill is issued, if so requested by the elderly individual. An “elderly individual” means a residential customer who is 60 years of age or older and occupies the entire premises for which a delay is requested. Prior to delaying a Delinquency Date, the District may require a customer requesting the delay to present reasonable proof that the customer is an “elderly individual”.

V. Termination of Service.

A. Disconnection with Notice. District service may be disconnected after proper notice for any of the following reasons:

(i) within 15 days from the Delinquency Date, the customer has neither paid the bill nor entered into, and commenced paying under, a written deferred payment agreement;

(ii) the customer has defaulted in the obligations under any deferred payment agreement;

(iii) violation of the District’s Rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation; and

(iv) failure to comply with deposit arrangements where required by Article II of this Order.

B. Disconnection Without Notice. District service may be disconnected without notice if:

(i) a known, dangerous condition related to the type of service exists;

(ii) service has been illegally connected; or

(iii) in instances of meter tampering, bypassing or other instances of diversion. Where reasonable, given the nature of the hazardous condition, a written statement of disconnection and the reason therefor will be posted at the place of common entry or upon the front door of each affected structure as soon as possible after service has been disconnected.

C. Disconnection Prohibited. District service will not be disconnected in the following circumstances:

(i) delinquency in payment for District service by a previous occupant of the premises; or

(ii) failure to pay the account of another customer as guarantor thereof, unless the District has in writing the guarantee as a condition precedent to service; or

(iii) the customer has notified the District representative of the customer's desire to protest the disconnection; such notice from the customer requires the District to comply with the procedures set forth in Section E prior to disconnecting the customer's service.

D. Notice of Disconnection of Service. Proper notice of disconnection of service shall consist of a separate mailing by first class mail, postage prepaid, sent at least 10 days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The information included in the notice will be provided in English and Spanish if necessary to adequately inform the customer. A statement notifying the customer that, if they are in need of assistance with payment of their bill, they may be eligible for alternative payment programs, such as deferred payment plans, and advising them to contact the District representative for more information will be included in the face of the termination notice. The notice will advise the customer of the basis for the District's decision to disconnect service and that the customer has the right to request a hearing by contacting the District representative at least 48 hours before the stated date of disconnection. The District representative's telephone number will appear on the notice together with information regarding appropriate times to contact the representative. If notice is mailed, the stated date of disconnection may not fall on a holiday or weekend, but will be the next working day after the 10th day. Payment at the District's authorized payment agency is considered payment to the District. The District will not issue late notices or disconnect notices to a customer earlier than the first day the bill becomes delinquent, so that a reasonable length of time is allowed to ascertain receipt of payment by mail or at the District's authorized payment agency.

E. Customer Appeal Procedures.

(i) Informal Hearing. Upon request, the District's representative shall schedule an informal hearing with a customer and his or her representative prior to disconnection of service. 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 may question the District's billing representative at the informal hearing on the basis for the decision to terminate service and present testimony or evidence. The presiding officer will render a decision on the matter and state the reasons for the decision and the grounds upon which the decision is based.

(ii) Appeal. The customer may appeal the decision of the presiding officer to the Board. Upon the posting of a bond by the customer 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.

F. Disconnection. If all past-due amounts have not been paid by 12:00 noon on the date specified by written notice to the customer, and no other arrangements for payment have been made, service may be disconnected. In order to reconnect service, the customer must pay

all past-due amounts, plus the applicable reconnect fee. If payment is tendered after 2:00 p.m. on the date of disconnection, the customer will be required to pay the after-hours reconnect fee in order to obtain same-day reconnection of service.

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

H. Disconnection for Ill and Disabled. The District may not discontinue service to a delinquent residential customer permanently residing in an individually metered dwelling unit when that customer establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill. Each time a customer seeks to avoid termination of service under this section, the customer must have the attending public health official, including, but not limited to, medical doctor, doctor of osteopathy, nurse practitioner, registered nurse, or other similar public health official, call or contact the District's representative within 15 days of issuance of the bill. A written statement must be received by the District's representative from the attending public health official within 30 days of the issuance of the bill. The customer who makes a request under this section must enter into a deferred payment plan with the District.

I. Charge for Reconnection. If: (i) any service is discontinued, whether because of customer's delinquency or upon a customer's request, or (ii) the District delivers written notice of termination to a customer and the customer fails to pay all applicable charges prior to the deadline specified on the notice, the District may charge the following charges prior to continuing or reconnecting service:

1. Water System:

- a. when meter removed \$80
- b. when meter not removed \$30
- c. after hours reconnect fee (when reconnection requested or payment made after 2:00 p.m.) \$60

2. Wastewater System: 3 times the cost to the District.

3. Illegal Connections. In the event of disconnection by the District of an unauthorized or illegal connection to any part of the District's Systems, the following charge per disconnection shall be due and payable upon demand of the District:

- a. Water Disconnection \$100
- b. Wastewater Disconnection 2 times the cost to the District.

J. Locking of Meters. Upon disconnection of service by the District, the District's general manager must install a meter lock on the customer meter, and the lock must remain in place until service is reconnected.

K. Write-Off Registration. The District's general manager must maintain a record of all customers whose accounts to the District are written off as a result of non-payment, and the names of all new customers must be checked against this record before service is initiated to a new customer account.

VI. Transfer of Service.

If service is transferred from one address to another address within the District for the same customer, a transfer fee of \$5 will be assessed.

VII. Service Commitment and Review Fees.

Applicants for service commitments, construction plan review and/or inspection, or subdivision plan review and/or inspection shall be responsible for the payment of all legal, engineering and/or management fees incurred by the District in reviewing such applications. At the first Board meeting following receipt by the District of any application, the Board shall establish a deposit amount which is equivalent to the estimated consultant fees which are expected to be incurred in connection with such application, and the applicant shall be required to deposit such amount with the District prior to any review or processing work being initiated. All consultants fees incurred by the District associated with any such application shall be charged against the amount of the deposit. Upon completion of the review process, the applicant shall be required to pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment of all fees shall be returned to the applicant. No service commitment or plan approval shall be issued by the District until all fees have been paid.

VIII. Development and Utility Construction Agreements.

Applicants who desire to enter into a utility construction agreement or other type of development agreement with the District shall be responsible for the payment of all legal, engineering and/or management fees incurred by the District in negotiation of such agreements. No agreement shall be executed by the District or shall become effective until such fees are paid.

IX. Acceptance of Subdivision Water, Wastewater and Drainage Facilities for Operation and Maintenance.

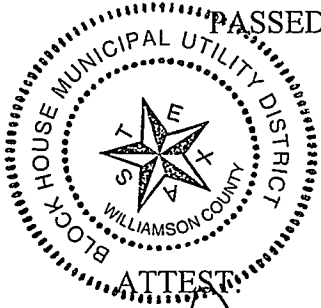
The District will accept for operation and maintenance completed subdivision water, wastewater and drainage facilities only after Williamson County has accepted street construction as complete. No connections, other than temporary connections for construction purposes, shall be made within a subdivision until water, wastewater, drainage and streets are accepted as completed.

X. Filing. The attorney for the District is hereby directed to file a copy of this Order (i) with the Texas Commission on Environmental Quality and (ii) in the principal office of the District.

* * *

[signature page follows]

PASSED AND APPROVED this 22nd day of May, 2019.



Cecilia Roberts

Cecilia Roberts, President
Board of Directors

Rayan Horak

Rayan Horak, Secretary
Board of Directors

EXHIBIT "A"

LIVING UNIT EQUIVALENTS

<u>Customer</u>	<u>LUES</u>
Block House Elementary School	48
Stepping Stone School	
1½" meter	5
1" meter	2.5

EXHIBIT "B"

APPLICATION FOR UTILITY SERVICE

To: Block House Municipal Utility District
c/o Crossroads Utility Services, LLC
2601 Forest Creek Drive
Round Rock, Texas 78665-1232

Date Service to Begin _____

The undersigned hereby applies to Block House Municipal Utility District for water, wastewater and solid waste disposal services. We/I understand that there is an initial \$100 security deposit for homeowners and a \$200 security deposit for renters, along with a \$6 application fee, and, in the event of a delinquency, additional deposits may be required. We/I understand and agree that we/I will be responsible for all water, wastewater and solid waste disposal services provided to the property described in this application until such time as service to the property is disconnected in accordance with the District's rules and regulations regarding utility services. We/I further understand that we/I are responsible for maintaining the service lines on our property in a good state of operation and repair, and that, if any repairs on such service lines (including the removal of blockages) are effected by the District, the cost of such repairs will be backcharged to our/my utility bill from the District. We/I agree to comply with the District's rules and regulations and to pay for all utility services rendered to the property and repair costs for which we/I are responsible in a timely manner. We/I represent the information below is true and correct:

1. Applicant Name _____
2. Service Address _____
3. Billing Address (if different) _____
4. Applicant's Day Phone _____ Evening Phone _____
5. Applicant's Date of Birth _____

6. If Applicant is a **U.S. Person**, provide Social Security # _____ **AND** an unexpired government-issued picture ID (e.g. driver's license, passport) for copying (or a legible copy if sent by mail)

If Applicant is a **Non-U.S. Person**, provide one of the following items **AND** an unexpired government-issued picture ID (e.g. driver's license) for copying (or a legible copy if sent by mail):

Passport # and Country of Issuance: _____
Taxpayer ID #: _____
Alien ID Card #: _____

7. Applicant's Employer _____ Work Phone _____
8. Applicant is _____ Owner _____ Tenant _____ Other: _____
9. Spouse's Name _____ Work # _____
10. Property Owner's Name _____ Phone # _____

Under Section 182.052 of the Texas Utility Code, you may request that the District keep the following information confidential: your address, telephone number, social security number and any information relating to the volume or units of utility usage or the amounts billed to or collected from you for utility usage.* If you would like to request that the District not disclose that information, please check this box:

Signature of Applicant

Signature of Spouse

NOTARY ACKNOWLEDGEMENT MUST BE ATTACHED TO APPLICATION IF SUBMITTED BY MAIL.

* Notwithstanding your request, the information may be released to (1) an official or employee of the state, a political subdivision of the state, or the United States acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility, the state, a political subdivision of the state, or the United States; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

{W0522842.2}

{W0522344.35}

EXHIBIT "B"

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, Applicant.

Notary Public Signature

(SEAL)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, Spouse.

Notary Public Signature

(SEAL)

{W0522842.2}

{W0522344.35}

EXHIBIT "B"

*****PLEASE SIGN AND RETURN THIS COPY*****

Block House Municipal Utility District
Customer Service Agreement

Return to:
Block House Municipal Utility District
c/o Crossroads Utility Service, LLC
2601 Forest Creek Drive
Round Rock, Texas 78665-1232

Fax:
(512) 246-1900

Email:
customerservice@crossroadsus.com

I. PURPOSE

Block House Municipal Utility District (the "District") is responsible for protecting the drinking water supply from contamination or pollution that could result from improper plumbing practices. The purpose of this Customer Service Agreement (this "Agreement") is to notify each customer of the plumbing restrictions that are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this Agreement before the District will provide service. In addition, when service to an existing connection has been suspended or terminated, the District will not reestablish service unless it has a signed copy of this Agreement.

II. PLUMBING RESTRICTIONS

The following unacceptable plumbing practices are prohibited by State regulations:

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination must be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B. 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 must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C. No connection that allows water to be returned to the public water supply is permitted.
- D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.
- E. No solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use.

III. CUSTOMER SERVICE AGREEMENT

The following are the terms of this Agreement between the District and the undersigned (the "Customer").

- A. The District will maintain a copy of this Agreement as long as the Customer's premises are connected to the District's water system.
- B. The Customer must allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections may be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections will be conducted during the District's normal business hours.
- C. The District will notify the Customer in writing of any cross-connection or other unacceptable plumbing practice identified during the initial inspection or any periodic reinspection.
- D. The Customer must immediately correct any unacceptable plumbing on the Customer's premises.
- E. The Customer must, at his or her expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance shall be provided to the District.

IV. ENFORCEMENT

If the Customer fails to comply with the terms of this Agreement, the District may, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Agreement will be billed to the Customer.

Signed By: _____
Customer's Signature

Printed Name: _____

Date: _____

Signed By: _____
Spouse's Signature

Printed Name: _____

Date: _____

396469-1 09/20/2010

EXHIBIT "B"

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, Customer.

(SEAL)

Notary Public Signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, Spouse.

(SEAL)

Notary Public Signature

EXHIBIT "C"



(512)246-1400 Office
(512) 246-1900 Fax

MAIL TO:
Crossroads Utility Services
2601 Forest Creek Drive
Round Rock TX 78665-1232

TAP AND FEE APPLICATION
For Water/Wastewater Service

Date of Application: _____ District: _____
 Applicant: _____
 Billing Address: _____
 Telephone: _____
 Applicant's Plumber: _____ Plumber's Telephone: _____
 Application is for (please circle all that apply): Water Sewer Fire Hydrant
 Meter Size: _____

ALL FEES ARE PAYABLE TO THE DISTRICT

Please supply the following information:

	Address	Zip Code	Lot	Blk	Sect.	*Sq. Ft.	District Use Only Folio #
1.	_____	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____	_____

* Excludes Carports and Garages

An approved water tap inspection starts the billing. Applicant will receive a bill UNTIL WE RECEIVE A COPY OF CUSTOMER SERVICE INSPECTION CERTIFICATE FROM BUILDER OR PLUMBER, we can then transfer to next owner.

I, the Applicant agree to comply with the following:

All plumbing inspections will be performed by the District's approved plumbing inspector.

(It is the Builder's responsibility to call him before starting construction. Please contact us for the inspector's current contact information.)

The uncovered yard lines and owner's cut-off valve shall be in place at the time of meter installation for complete inspection. I will notify Crossroads Utility Services 24 hours in advance to request the final inspection and install my meter (512) 246-1400 or fax in my request to (512) 246-1900.

Applicant Signature

FOR OFFICE USE ONLY

Date Received: _____ Check #: _____ Amount: \$ _____
 Water Tap Fee: \$ _____ Sewer Tap Fee: \$ _____ Inspection Fee: \$ _____
 Water Meter Deposit: \$ _____ Park Fee: \$ _____