

**KELLY LANE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2**

**AMENDED AND RESTATED ORDER ESTABLISHING RATES AND  
CHARGES AND ADOPTING RULES AND POLICIES  
REGARDING THE DISTRICT'S UTILITY SYSTEMS AND STORMWATER  
POLLUTION AND MANAGEMENT**

(Effective May 6, 2024)

Under Section 49.212, Texas Water Code, the Board of Directors (the "*Board*") of Kelly Lane Water Control and Improvement District No. 2 (the "*District*") is authorized to adopt and enforce all necessary charges, fees, or rentals for providing District facilities or services.

Under Section 51.122, Texas Water Code, the Board is authorized to adopt and enforce reasonable rules and regulations to: (i) secure and maintain safe, sanitary, and adequate plumbing installations, connections, and appurtenances as subsidiary parts of the District's sanitary sewer system; (ii) preserve the sanitary condition of all water controlled by the District; (iii) prevent waste or the unauthorized use of water controlled by the District; (iv) regulate privileges on any land or any easement owned or controlled by the District; and (v) provide and regulate a safe and adequate freshwater distribution system.

**IT IS, THEREFORE, ORDERED BY THE BOARD AS FOLLOWS:**

**I. General Policies.**

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

1. "Backflow Prevention Device" means an assembly or device that is designed to prevent backflow of water into the District's system and meets the testing standards accepted by the American Water Works Association or the University of Southern California Foundation for Cross Connection Control and Hydraulic Research.
2. "BMPs" is defined in the MS4 General Permit and has the same meaning in this Order as in the MS4 General Permit. BMPs currently means schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also currently includes treatment requirements, operating procedures, and practices to control runoff, spills or leaks, waste disposal, or drainage from raw material storage areas.
3. "Board" has the meaning ascribed thereto in the recitals.
4. "Builder" means a contractor, commercial builder, or homebuilder in the District.
5. "Capacity Charges" means the Water Capacity Charge and the Wastewater Capacity Charge.
6. "Commercial Connection" means any property improved for a use other than one single-family or duplex residence, including a commercial or industrial development, a multi-family residential development (including apartment complexes

and condominiums), a school facility, an amenity center, or any other development or structure that does not constitute one single-family or duplex residence.

7. “Commission” or “TCEQ” means the Texas Commission on Environmental Quality, or its successor agency.

8. “Connection” means each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.

9. “Consent Agreement” means the “Comprehensive Development Agreement Between KM Kelly Lane, Ltd. and the City of Pflugerville, Texas Including Consent to the Inclusion of Land in Water Districts and the Development of a 540 Acre Tract in Travis County, Texas” dated effective August 30, 2004, as assigned and amended from time to time.

10. “Construction activity” means soil disturbance activities, including clearing, grading, excavating, construction-related activity (e.g., stockpiling of fill material, demolition), and construction support activity; and not including routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities). Regulated construction activity is defined in terms of small construction activity and large construction activity.

11. “Construction General Permit” means the TPDES Construction General Permit No. TXR150000 issued by the TCEQ, as may be amended, modified, superseded, replaced, and renewed from time to time.

12. “Construction support activity” means a construction-related activity that specifically supports construction activity, which can involve earth disturbance or pollutant-generating activities of its own, and can include, but are not limited to, activities associated with concrete or asphalt batch plants, rock crushers, equipment staging or storage areas, chemical storage areas, material storage areas, material borrow areas, and excavated material disposal areas.

13. “Delinquency Date” has the meaning ascribed thereto in Article X.D.

14. “District” has the meaning ascribed thereto in the recitals.

15. “District Drainage System” means any drainage improvements designed and constructed to serve, in whole or in part, the land within the District; District drainage easements; and all other facilities, whether natural or constructed, and lands or interests in land that receive, retain, detain and/or convey drainage and/or stormwater within or through the District, as applicable, including water quality and flood mitigation facilities, storm drain systems, drainage ditches, open waterways, and all other facilities, land and easements owned, maintained or controlled by the District for the purpose of collecting, controlling, storing, managing, or distributing storm and flood waters or runoff.

16. “District’s representative” means the general manager of the District or

another representative or employee of the District acting under the direction of the Board or the general manager.

17. “District Systems” means the District Water System, the District Wastewater System, and the District Drainage System.

18. “District Wastewater System” means the District’s wastewater collection system.

19. “District Water System” means the District’s water distribution system.

20. “Due Date” has the meaning ascribed thereto in Article X.D.

21. “Fee Unit Equivalent” or “FUE” means a single-family residential dwelling unit receiving water service through a 5/8-inch or 3/4-inch water meter or, for multi-family, commercial, or other non-single family residential uses, its equivalent based on the following schedule:

<u>Water Meter Size</u>	<u>Fee Unit Equivalent</u>
5/8” simple	1
3/4” simple	1
1” simple	1
1 1/2” simple	4.75
2” simple	7.5
2” compound	7.5
2” turbine	9.25
3” compound	14
3” turbine	21
4” compound	23.75
4” turbine	42.5
6” compound	48.75
6” turbine	118.5
8” compound	132.5
8” turbine	190

22. “Homeowners’ Association” means a non-profit corporation created under a declaration of covenants, conditions, and restrictions of record which is applicable to all of the residential property within the District.

23. “Inadmissible Waste” has the meaning ascribed thereto in Article VII.A.6.

24. “Industrial Waste” means waterborne liquid, gaseous, or solid substances that result from any process of industry, manufacturing, trade, or business, as described in the Industrial Waste Regulations.

25. “Industrial Waste Regulations” means the regulations governing the discharge of Non-Domestic Waste established by the City of Pflugerville, as amended from time to time and which are applicable to the District and its customers pursuant to the Wastewater Contract.

26. “International Plumbing Code” means the version of the International

Plumbing Code adopted by the City of Pflugerville from time to time.

27. “List of Inadmissible Wastes” has the meaning ascribed thereto in Article VII.A.6.

28. “MS4 General Permit” means the TPDES General Permit No. TXR040000 issued by the TCEQ, as may be amended, modified, superseded, replaced, and renewed from time to time.

29. “Non-Domestic Waste” means any wastewater or discharge other than ordinary domestic wastewater.

30. “Notice of Intent (NOI)” is defined in the MS4 General Permit and has the same meaning in this Order as in the MS4 General Permit. Notice of Intent (NOI) currently means a written submission to the executive director of the TCEQ from an applicant requesting coverage under the MS4 General Permit.

31. “Notice of Termination (NOT)” is defined in the MS4 General Permit and has the same meaning in this Order as in the MS4 General Permit. Notice of Termination (NOT) currently means a written submission to the executive director of the TCEQ from a permittee authorized under a general permit requesting termination of coverage under the MS4 General Permit.

32. “Residential Connection” means a separately metered single-family residence, but does not include a multi-family residence or apartment complex.

33. “Rules” means all rules and regulations adopted by the District under Section 51.122 of the Texas Water Code or other applicable law, including those set forth in this Order.

34. “SWP3” means a stormwater pollution prevention plan.

35. “Systems” means the District’s Drainage System and Utility System.

36. “TCEQ” means the Texas Commission on Environmental Quality, or its successor agency.

37. “TPDES” means the Texas Pollutant Discharge Elimination System.

38. “Utility Systems” means the District’s Water System and Wastewater System.

39. “Wastewater Capacity Charge” means the fee(s) relating to wastewater capacity required to be paid under the Wastewater Contract.

40. “Wastewater Contract” means the Agreement Regarding Wholesale Wastewater Service between the District and the City of Pflugerville (the “City”) pursuant to which the City of Pflugerville provides wholesale wastewater service to the District, as assigned and amended from time to time.

41. “Water Capacity Charge” means the fee(s) relating to water capacity required to be paid under the Water Contract.

42. “Water Contract” means the Wholesale Water Supply Contract dated effective April 8, 2005 between Manville Water Supply Corporation (“Manville”), KM Kelly Lane, Ltd., Kelly Lane Water Control and Improvement District No. 1, and the District, as assigned and amended from time to time.

B. All Services Required. Except as otherwise expressly authorized by the Board, no service may be provided through the Systems unless the applicant agrees to take both water and wastewater service; however, this will not apply to temporary water connections authorized by this Order or to irrigation meters purchased solely for the purpose of irrigating with treated water. Separate irrigation meters are not available for residential customers.

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

D. Damage to District Facilities by Third Parties. Prior to installing underground cables or other facilities or excavating in the area of the District Systems, representatives of Builders and/or utility companies must meet with the District’s representative to file their construction plans and schedules and to review the engineering plans depicting the location of the District’s lines and other facilities. All Builders and/or utility companies must confirm the location of all utilities and facilities in the work area and will be responsible for the immediate repair of any damage to the utilities, services, and facilities that may result from their work and all costs and expenses incurred by the District as a result of such damage. The utilities, facilities, and services to which this provision applies include, but are not limited to, street lights, electric lines, boxes and transformers, natural gas facilities, television cable facilities, water lines, wastewater lines, telephone facilities, curbs and concrete flat work, and irrigation systems.

E. Service Calls. If a customer requests that the District’s operator make a service call to the customer’s residence to investigate a leak, sewer back-up, or operational issue that, after investigation, is determined to be the customer’s responsibility, the customer will be responsible for any costs incurred by the District in connection with the service call. The District may add the amount of any such costs to the customer’s utility bill, or the District may deduct the amount of such costs from the customer’s security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

## **II. Connections to the District Systems; Construction of District Systems.**

A. Standards, Plan Review, and Inspection. All facilities comprising the District’s Systems must be constructed in accordance with all applicable rules and regulations of any governmental entity with jurisdiction including, as to the District’s Wastewater System, the City’s Design Criteria and Standards; the TCEQ’s Design Criteria for Sewage Systems, including 30 Texas Administrative Code Chapters 309, 312, and 317; and the requirements of the Wastewater Contract. An SWP3 in accordance with the Construction General Permit must be developed and implemented for all small construction activities and all large construction activities. All plans and specifications for District facilities must be approved by the City prior to the initiation of construction. Any person or entity constructing such facilities on behalf of the District will be required to pay all applicable City review and inspection fees, and to provide a copy of the as-built or record drawings of such facilities to the City.

B. Applications for Connections and Service Initiation.

1. Any party desiring to make a connection to the District Systems must

submit an application to the District's representative in the form approved by the Board. The applicant must, upon request, furnish the District's representative with evidence that the party who will actually install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of \$300,000 bodily injury and \$500,000 property damage, with an underground rider and a completed operations rider.

2. The District's representative will review all applications for connections to the District Systems. If the District's representative finds that the material to be used and the procedures and methods to be followed in laying the line and making the connection are equal to or better than the standards established by the International Plumbing Code and are in compliance with all terms and conditions of this Order, the District's representative may approve the application and the proposed connection, subject to such terms or conditions as the District's representative deems necessary or convenient to accomplish the purpose and objectives of this Order.

3. Any party desiring to receive service from the District Systems must make an application for service to the District's representative in the form approved by the Board. All applications must be made by the resident, occupant, or owner of the property for which service is being requested. Proof of ownership must be furnished to the District's representative upon request. If the District's representative believes that an applicant is applying for service at a service address where the current customer is in arrears primarily to allow the current customer to avoid payment of a past due invoice, the District may deny the application for service.

C. Construction of Connecting Facilities.

1. Before any connecting line or lines and any connections to the District Systems are covered or enclosed with dirt or any other material, the District's representative must inspect the construction to confirm that the lines and connection have been properly installed in accordance with the requirements of this Order, the connection permit, and the International Plumbing Code. The District's representative will also confirm whether the bedding materials used or to be used to cover or enclose the connecting line and connections are suitable under the standards required by this Order, the connection permit, and the International Plumbing Code. The person to whom the connection permit is issued is responsible for covering or enclosing the connecting line and connections with proper materials as authorized and approved by the District's representative.

2. The person making a tap or installing a service line must backfill any cuts made in paved streets. The cuts must be filled with sand, road base, and cement materials compacted to standard acceptable densities as established by the District's representative and covered with paving material in a manner acceptable to the District.

3. All water and wastewater connection lines and materials, except water meters, will be furnished by the party installing the lines and making the connections. Water meters will be required for all water connections and will be furnished by the District upon payment of all applicable fees and charges and will remain the property of the District.

D. Scheduling Meter Installation. An applicant must schedule any new water and wastewater utility connections by notifying the District and paying all required District fees a

minimum of 15 business days before the date the connection is desired to be made. An applicant must schedule its water meter installation with the District's representative a minimum of 15 business days in advance of the date the installation is required.

E. Service to a New Customer at an Existing Service Address. A new customer desiring to receive service at an existing service address must submit the required application to the District's representative and pay all required District fees concurrently with its application for and prior to the initiation of service to the address, and any failure to do so is a violation of this Order, and grounds for termination of service and a penalty under the applicable sections of this Order.

F. Separate Irrigation Meter Required. A separate, dedicated irrigation meter is required for any irrigation system receiving water from the District Water System. Irrigation meters are not available for residential customers.

G. Payment of Fees. Any party desiring to make a connection to the District Systems must pay all applicable fees required by this Order and the Rules to the District's representative at the time the application for such connection is made. No connection may be made until all fees for the requested connection and any outstanding fees relating to any prior connections by the applicant are paid. In addition, any non-routine charges incurred by the District in connection with any water or wastewater tap and/or inspection will be the responsibility of the applicant for such connection and will be payable to the District upon demand. ***Any applicant which has any outstanding fees due to the District will not be permitted to make any additional connections until all outstanding fees are paid.*** Except as otherwise expressly provided in this Order, all fees and charges are non-refundable.

H. Manhole Coating Required. The interior surface of all wastewater manholes to be constructed as part of the District Systems must be coated in accordance with the applicable City of Pflugerville standards, as amended or superseded from time to time, and must be included as a separate line item in the contract documents for the applicable construction project.

I. Permanent Fire Line Connections. Permanent connections to the District Water System to provide water for facilities specifically designed for fire-protection of particular buildings in the District, such as looped fire lines ("Fire Line Connections"), may be made under the same procedures and requirements applicable to regular water connections. Rates and charges applicable to Fire Line Connections will be established by the Board at the time of application. The District may, at its discretion, require a meter for a Fire Line Connection. A Fire Line Connection must have a Backflow Prevention Device with a detector meter assembly installed at the point of connection to the District Systems. In the absence of a fire hydrant meter, the amount of water used through a Fire Line Connection for any purpose, including fire-fighting, will be determined by the District's representative on the basis of information and data reasonably available and billed to the customer. In the absence of fraud, capriciousness, or grossly arbitrary action, the determination of the District's representative will be final.

### **III. Fee Schedule.**

A. Service Initiation and Online Customer Account Profile Fee. A party desiring to receive service from the District Systems must pay a **\$25** application fee to initiate service and to establish an online customer account profile with the District's online billing system. Service will not be initiated until this application fee is paid.

B. Capacity Charges. The Capacity Charges are as follows:

1. Water Capacity Charge: Under the Water Contract, each developer of land within the District must pay Water Capacity Charges to Manville at the time of final subdivision of any land with the District. All Water Capacity Charges must be paid to Manville within 30 days after a final subdivision plat covering land within the District is filed and at least 30 days prior to the time service to the subdivision is commenced. The current Water Capacity Charges, which are subject to amendment by Manville, are as follows:

Residential (5/8" x 3/4" meter):	<b>\$12,071</b>
Commercial (5/8" x 3/4" meter):	<b>\$16,094</b>
Residential (3/4" x 3/4" meter):	<b>\$18,106.50</b>
Commercial (3/4" x 3/4" meter):	<b>\$24,141</b>
Residential (1" meter):	<b>\$24,142</b>
Commercial (1" meter):	<b>\$32,188</b>
Residential and Commercial (≥ 1½" meter):	Requires Engineer Study

2. Wastewater Capacity Charge: Under the Wastewater Contract and the Consent Agreement, each developer must pay Wastewater Capacity Charges to the City prior to the issuance of a building permit. The current Wastewater Capacity Charge, which is subject to amendment by the City, is **\$15,136** per FUE.

C. Tap and Tap Inspection Fee Schedule.

1. The District's wastewater tap fees are as follows:

<u>Meter Size</u>	<u>Tap Fee</u>
5/8" to 3/4"	<b>\$300</b>
1"	<b>\$750</b>
1 1/2"	<b>\$1,000</b>
2"	<b>\$1,250</b>
3"	<b>\$1,500</b>
4"	<b>\$1,750</b>
6"	<b>\$2,000</b>
8"	<b>\$2,250</b>
10"	<b>\$2,500</b>
12"	<b>\$2,750</b>



Larger than 12"

**To be determined based upon installation, three times cost to the District**

2. The District's wastewater tap inspection fees are **\$200** per connection for the initial inspection. If more than one inspection is required before a tap is approved by the District, the residential and commercial wastewater tap re-inspection fees are **\$200** for each additional inspection. Inspection fees must be paid to the District's representative at the time the inspection is requested. **Any customer that has any outstanding fees due to the District, including any previously backcharged but unpaid re-inspection fees, will not be permitted to make any additional connections to the District Systems until all outstanding fees are paid.**

3. The District's water tap fees (including one inspection) are as follows:

<u>Meter Size</u>	<u>Tap Fee</u>
Meter Charge	<b>Cost of meter</b>
5/8" to 3/4"	<b>\$300</b>
1"	<b>\$650</b>
1 1/2"	<b>\$1,000</b>
Larger than 1 1/2"	<b>To be determined based upon installation, three times cost to the District</b>

In addition to the foregoing fees, a party requesting a water connection will be responsible for the cost of any excavation work or connecting facilities performed or provided by the District.

4. If more than one inspection is required before a tap is approved by the District, the fee for each additional inspection will be **\$100** for commercial connections and **\$75** for residential connections.

D. District Administrative Charge/System Usage and Drainage Fee. The District hereby establishes a one-time fee of **\$500** per Fee Unit Equivalent for each new Connection to the District Systems. Each customer desiring to connect to the District Systems, other than a Homeowners' Association, must pay this fee to the District prior to initiation of service to the customer. This fee will not be assessed against a Homeowners' Association.

E. Cross Connection Inspection Fees. If any existing customer constructs additional plumbing improvements, a cross-connection inspection will be required. The fee for each cross-connection inspection will be **\$75**.

F. Charges for Reconnection of Service. In the event of any discontinuation of service, whether because of customer's delinquency or upon a customer's request, the customer will be required to pay all past-due amounts, plus the applicable reconnect fee, prior to service being reconnected. A reconnect fee will be charged if the customer is given notice of disconnection and all past-due amounts are not paid by the time and date specified on the notice of disconnection, regardless of whether or not service has been physically disconnected. Service will be reconnected on the same day if payment is made prior to 2:00 p.m. If payment is

tendered after 2:00 p.m., the customer will be required to pay the after-hours reconnect fee in order to obtain same-day reconnection of service. The following fees will apply:

- 1. Water System
  - a. When meter not removed **\$75**
  - b. After-hours reconnect fee **\$150**  
(when reconnection is made after 5:00 p.m. on a weekday or when request is made after 2:00 p.m.)
  - c. Weekend and holiday reconnect fee **\$150**  
(when reconnection is made on a holiday or weekend)
  - d. When meter removed **\$100**
  
- 2. Wastewater System **Two times the cost to the District.**

G. Additional Charges. Any non-routine charges incurred by the District in connection with any tap and/or inspection will be the responsibility of the applicant for such connection and will be payable to the District upon demand.

**IV. Water, Wastewater, and Solid Waste Collection Rates.**

A. Monthly Water Rates.

1. Base Customer Charge:

<u>Meter Size</u>	<u>Base Charge</u>
5/8" simple	<b>\$13.68</b>
3/4" simple	<b>\$13.68</b>
1" simple	<b>\$22.84</b>
1-1/2" simple	<b>\$45.11</b>
2" simple	<b>\$72.85</b>

2. Water Commodity Charge:

a. Standard Service (per 1,000 gallons)

<u>Meter Size</u>	<u>1-7,000 Gallons</u>	<u>7,001-14,999 Gallons</u>	<u>+15,000 Gallons</u>
1" & under	<b>\$5.75</b>	<b>\$5.95</b>	<b>\$6.65</b>

b. Large Volume Service/Fire hydrant meters

<u>Meter Size</u>	<u>Per 1,000 Gallons</u>
Over 1"	<b>\$7.00</b>

B. Wastewater and Solid Waste Collection Rates. The following rates and charges for the collection and disposal of sewage and solid waste will be in effect from the effective date of this Order:

1. Monthly Rates for each Residential Connection:

- a. Wastewater Base Fee: **\$59.00** per FUE  
(includes solid waste services)

C. Special Charges. The District will charge the following special charges:

1. Move existing customer's service from one location to another within the District - **\$25.00.**
2. Disconnect service for non-payment of bills - **\$75.00.**
3. **\$8.75** per additional cart for solid waste services.

D. Regulatory Assessments. A regulatory assessment of 1/2% of retail water and sewer charges will be added to each customer's monthly billing. These assessments are remitted by the District to the Commission and used by the Commission in performing its regulatory duties and in providing technical assistance and training to utilities.

E. Irrigation Meters. No wastewater charges will be assessed for water utilized through a dedicated irrigation meter approved by the District.

F. Service Call Charges. If the District responds to a customer service call due to a sewer line blockage, and the District's representative determines that the blockage is on the customer's side of the District connection, the customer will be billed all costs incurred by the District in responding to, determining the cause of and, if appropriate, clearing the blockage.

G. Additional Charges. Any non-routine charges incurred by the District in connection with any wastewater or water tap and/or inspection will be the responsibility of the applicant for such connection and will be paid to the District upon demand.

**V. Development Policies.**

A. Subdivision Plan Review, Subdivision Construction Inspection, and Other Development Approval Related Fees. All plans for water, wastewater, and drainage facilities constructed within or to serve property within the District will be subject to review and approval by the District. No construction may be commenced until such plans are approved. Applicants for approval of construction plans for water, wastewater, or drainage facilities will be responsible for the payment of all legal and engineering fees incurred by the District for review of such plans and inspection of the facilities during construction. No facilities will be accepted for operation and maintenance by the District unless all required District inspections have been conducted, the facilities have been approved by the District's representative, and all related fees have been paid.

1. Materials testing will be performed by the District, at the cost of the developer. Copies of all test results will be provided to the developer.

2. No connections to the District Systems may be made unless all applicable subdivision construction inspections have occurred and all related inspection fees and materials testing fees have been paid.

B. Development and Utility Construction Agreements. Applicants who desire to obtain a service commitment, a utility construction agreement, a reimbursement agreement, or other type of development agreement with the District must pay all legal and engineering fees incurred by the District in negotiation of these agreements. No agreement will be executed by the District or become effective until these fees are paid.

C. Service Commitments. Because the District's water and wastewater capacity is a limited resource, the Board desires to adopt policies and procedures for allocating capacity, including approving written service commitments, that will further the purposes of the District, provide for the orderly development of the property within the District, assure the availability of service as needed, and protect the integrity of the District Systems. Accordingly, all service commitments issued by the District will be subject to this Article in order to enable the District to plan for future needs; assure the ability of the District to provide service on a uniform, nondiscriminatory basis; and provide standard criteria for the evaluation, issuance and retention of service commitments.

1. All service commitments issued by the District will be subject to (i) completion of all necessary facilities; (ii) payment of all applicable fees; (iii) all of the terms and conditions of and performance under all of the District's contracts and agreements pertaining to or affecting the District's water and wastewater services; and (iv) the policies and procedures of the District, including the Rules.

2. Any applicant requesting a service commitment from the District must submit a written application executed by the owners of the property for which the service commitment is being requested. The application must include the applicant's agreement to pay all fees incurred by the District in connection with the evaluation of the application and to grant all easements required by the District to serve the property in question without compensation. An escrow in the minimum amount of **\$5,000** will be required to assure the payment of all fees.

3. The applicant must also submit:

- a. 10 copies of a utility plan showing the property, the proposed utility facilities and sizing, any required easements, and all drainage patterns.
- b. 10 copies of a preliminary engineering report, including a land use plan demonstrating the utility service requirements for the property, prepared and sealed by a professional engineer registered in the State of Texas.
- c. Proof of ownership of the property, and proof of authority of the party signing the application.

4. The Board may approve a service commitment if:

- a. All application requirements have been satisfied;

- b. Either (i) the District's water or wastewater capacity is or will be sufficient to serve the property, or (ii) the applicant and the District have entered into an agreement that provides for the construction of facilities necessary to provide sufficient capacity to serve the property; and
- c. It finds that the District Systems are sufficient or will be sufficient to serve the proposed development without adversely impacting existing utility customers of the District.

5. No service commitment will be issued unless the applicant has paid, concurrently with the date of issuance of the service commitment, a non-refundable fee (the "Service Commitment Fee") equal to 10% of all estimated District fees for the property, including, without limitation, the District's tap fees and inspection fees (the "Estimated Fees"), as determined by the District's representative based on the District's then-current Order. The Service Commitment Fee will be applied against the Estimated Fees.

6. In order to allow the District to accurately plan service capacity based on actual usage rather than speculative usage, a service commitment will expire and terminate:

- a. one year from the date of issuance unless the holder has, by that date, paid all the Estimated Fees for the property, as determined by the District's representative based on this Order, as amended to the date of the estimate and then in effect; and
- b. 18 months from the date of issuance unless the holder has, by that date, completed construction, made a connection to the District Systems, paid all applicable District fees, including tap fees, inspection fees, security deposit, and other applicable fees for the property, based on this Order, as amended to the date of the connection and then in effect (the "Actual Fees") and initiated services to the property.

7. If a service commitment terminates, the Service Commitment Fee will not be refunded, offset, or credited against the Actual Fees, but will be retained as property of the District. The balance of any Estimated Fees that has been paid will not be refunded, but will be applied as a credit against the Actual Fees at the time the property is developed and service initiated.

8. If full development of a tract that has been issued a service commitment results in the use of less service than that which has been committed, the remaining unused capacity will revert back to the District for redistribution by the District. The amount of service remaining after full development will be determined by the District's engineer, based on the meter size and any subdivision plat, site plan, and zoning approved for the property. Service commitments will be issued for specific tracts, and may not be transferred to any other property.

9. The Actual Fees applicable to a tract will be determined at the time utility service is initiated, based on the actual meter size; any subdivision plat, site plan, and zoning approved for the property; and this Order, as amended and then in effect. If the

ultimate use of a tract that has been issued a service commitment requires a different amount of service than that upon which the Estimated Fees were based, the District's representative will make any adjustments that are necessary at the time a connection to the District Systems is made, so that the Actual Fees will correspond to the size of meter installed and the service required to be provided. Any shortfall between the Estimated Fees and the Actual Fees must be paid before a service connection is made. Any excess of the Estimated Fees over the Actual Fees will be credited against the customer's future billings.

## **VI. Security Deposits.**

A. Customer. Each customer must pay a security deposit of **\$100** per FUE to the District's representative prior to initiation of service to the customer. Security deposits will not be transferable and will be held by the District to assure the prompt payment of all bills for services to the customer. At its option, the District may apply all or any part of a customer's security deposit against any delinquent bill of the customer. Upon discontinuation of service, whether because of the customer's delinquency or upon the customer's request, the deposit will be applied against any amounts due to the District, including any disconnection fees or other charges. Any portion of the deposit remaining after deduction of amounts due to the District will be refunded to the customer. In no event will any security deposit bear interest for the benefit of the customer. If a customer is given notice of disconnection due to a failure to make timely payment of the District's utility bills 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** per FUE for each disconnection, up to a maximum total deposit of **\$400** per FUE. This additional deposit and any reconnection fees must be paid prior to reconnection of service. Customer security deposits must be in the form of cash, money order, or other form of payment acceptable to the District's representative.

B. Developer. Each developer must pay a security deposit of **\$3,000** to the District's representative prior to the developer's initiation of any development or homebuilding program in the District. If a developer fails to pay any fees or charges coming due to the District in a timely manner, the fees and charges will be deducted from the deposit, and developer will be required to make a payment to the District in order to restore the amount of the security deposit to its original **\$3,000** level. Each wastewater service connection by a developer must be inspected and approved by the District's representative prior to its being covered as provided in Article II, Section C, of this Order. If this procedure is not followed, the District's representative may require the developer, at its sole cost, to uncover or televise the service connection so that it can be inspected. Any cost to the District for additional inspections; work resulting from a connection being covered prior to inspection; as the result of damage to any District facilities or property caused by the developer, its employees, or contractors, or that is otherwise attributable to a developer will be deducted from the developer's security deposit and the developer will be required to pay any amount necessary to fully restore the security deposit to its previous balance. The District's representative will not approve any additional connections for a developer until the developer's required security deposit has been established or reestablished at the full amount required by this Order. The security deposit will be refunded when the developer completes its development or building program within the District and pays all sums due and owing to the District.

C. Use of Developer Security Deposits. The cost of any repairs to the District Systems caused by a developer's negligence or intentional acts, or due to the negligence or intentional acts of any contractor or subcontractor performing work associated with the

developer's projects; the costs of any professional services incurred by the District due to developer or contractor damage, dumping or violations of the Rules; and the cost of connections, inspection services, water service, and wastewater service rendered to a developer will be billed by the District's representative to the responsible developer, and will be due and payable upon demand. If, at any time, a developer is delinquent in paying these bills for a period of 30 days, or is responsible for outstanding bills in the amount of **\$200** or more, the District may transfer all or any part of its developer deposit to the District's operating fund to pay these outstanding or delinquent bills and may require: (a) that the deposit be replenished by the developer by the amount transferred; or (b) that, for a developer, an increased deposit of **\$300** multiplied by the number of estimated starts by the developer over three months or **\$5,000**, whichever is more. No additional water or sewer taps will be sold nor will any other approvals be issued to a developer who is delinquent in the payment of any sums due to the District.

D. Fire Hydrant Meter and Deposit. **The withdrawal of water from flushing valves, fire hydrants, or other appurtenances of the District Systems without the prior approval of the District, except for emergency firefighting purposes, is absolutely prohibited.** No Builder, developer, contractor, or other person or entity may temporarily connect to the District Systems or withdraw water from the District Systems through a fire hydrant, flushing valve, or other appurtenance of the District Systems unless it utilizes a fire hydrant meter and Backflow Prevention Device issued to it by the District to measure the water withdrawn through the temporary connection. Each such person or entity must pay a deposit of **\$2,000** to the District for the required fire hydrant meter and Backflow Prevention Device, and the fire hydrant meter and Backflow Prevention Device must be installed by the District's representative before the Builder, developer, or contractor initiates its construction, development, or building program within the District. If the District does not have a fire hydrant meter and/or Backflow Prevention Device available at the time of request, the applicant will, in addition to the deposit, be responsible for the actual cost incurred by the District to purchase the item(s) that are not available. **The use of unmetered water constitutes theft and will be prosecuted as such.** The required fire hydrant meter and Backflow Prevention Device must be attached directly to the fire hydrant or flushing valve and used at all times when a temporary water connection is made for any purpose, including construction, development, street cleaning, or any other construction-related activities. The party to whom the fire hydrant meter and Backflow Prevention Device are issued will be responsible for securing the meter and device and keeping the meter and device in good working condition. If the meter and/or device are lost, stolen, not returned, or damaged while being utilized, the cost of the meter, device, and/or repairs as well as any unpaid sums due to the District for water charges or other sums payable under this Order will be deducted from the customer's deposit. A fire hydrant deposit will not be required if a contractor is constructing improvements under a contract with the District that requires the use of a fire hydrant or flushing valve for water; however, a fire hydrant meter and Backflow Prevention Device must still be obtained and used to measure all water utilized by the contractor. Any person or entity that fails to obtain a fire hydrant meter and Backflow Prevention Device from the District, fails to utilize the assigned fire hydrant meter when withdrawing water from the District Systems, fails to install and maintain in place the required Backflow Prevention Device, or takes water from an unmetered or unauthorized connection to the District Systems will be subject to a penalty in the amount of \$5,000 per violation and each day of violation will be deemed a separate violation. A violator will also be liable for all attorney's fees and costs incurred by the District due to the violation or in recovering the penalty authorized by this Section. The District may deduct the amount of any penalties imposed or costs incurred due to a violation of this subsection from the customer's fire hydrant meter deposit or any other deposits held by the

District and may further require that the customer replenish the deposit by an equivalent amount before making any additional connections to the District Systems. Builders and developers are responsible for compliance with the requirements of this provision by person or entity performing work on their behalf, including contractors and subcontractors. A violation by a contractor or subcontractor performing work on behalf of Builder or developer will be deemed to be a violation by the Builder or developer.

## **VII. Prohibited Waste; Industrial Waste Regulations; Non-Domestic Waste Fees.**

### **A. Prohibited Waste.**

1. **Non-Biodegradable Material.** No waste material that is not biologically degradable may be discharged into the District Wastewater System, including mud and debris accumulated during construction.

2. **Surface Runoff; Storm Water.** No surface runoff water or storm water may be discharged into the District Wastewater System, including downspouts and yard or area drain runoff.

3. **Swimming Pool Water.** Swimming pool water may not be discharged into the District Wastewater System unless specifically approved in writing by the Board.

4. **Industrial Waste.** No Industrial Waste may be discharged into the District Wastewater System.

5. **Well Water.** No well water may be discharged into the District Wastewater System unless specifically approved in writing by the Board.

6. **Inadmissible Wastes.** Only wastewater that is amenable to biological treatment may be passed through to or received by the District Wastewater System. The District may, from time to time, establish, revise, and provide to the Developer a list of wastes that are not admissible to the District Wastewater System under applicable regulatory requirements (the "*List of Inadmissible Wastes*"). The current List of Inadmissible Wastes is attached as **Exhibit B**. Any waste identified on the List of Inadmissible Wastes is referred to herein as an "*Inadmissible Waste*". No Inadmissible Waste may be discharged into the District Wastewater System.

7. **Non-Domestic Waste.** No Non-Domestic Waste may be discharged into the District Wastewater System without the prior approval of the District. The District's representative will review each application to discharge Non-Domestic Waste and make a recommendation to the Board as to approval or denial of the application. If an application is approved, the Board will establish rates and charges that cover, but are not limited to, the cost of waste treatment, taking into account the volume and character of the Non-Domestic Waste and all other waste treated, any special techniques of treatment or operation required for the Non-Domestic Waste, any costs assessed by the City of Pflugerville, and any administrative expenses incurred by the District.

If, in the opinion of the District's representative, pretreatment of any Non-Domestic Waste is necessary to prevent harm to the District Wastewater System or to prevent interference with the proper and efficient operation and maintenance of the District Wastewater System or the City of Pflugerville's wastewater system, pretreatment will be required as a condition to the District's receipt and treatment of the Non-



Domestic Waste.

B. Prohibited Discharges. If the District determines that there has been a prohibited discharge under the Rules or this Order, the violator will be assessed and required to pay for all reasonable expenses of the District incurred in connection with the violation, any testing of the waste associated with such violation, and for any damage to the District's sanitary sewer system.

C. Regulations for Discharge of Industrial Waste. The Industrial Waste Regulations are incorporated into this Order by reference. All discharges to the District Wastewater System must comply with the terms of such regulations.

D. Applications and Fees. An applicant that proposes to discharge Non-Domestic Waste into the District Wastewater System must complete all required applications, pay all required fees and comply with all requirements of the City of Pflugerville. No customer may discharge Non-Domestic Waste into the District Wastewater System unless the customer has received a permit from the District authorizing such discharge.

E. Payment of Surcharge for Extra Strength Wastewater. Any person that discharges wastewater into the District Wastewater System that results in the assessment of an extra strength wastewater surcharge on the District by the City of Pflugerville will reimburse the District for the cost of the surcharge, plus 10%.

F. Additional Costs and Expenses. The District will be reimbursed for all costs and expenses, including legal and engineering costs and expenses and any fees, costs and expenses of the City of Pflugerville, incurred in connection with the enforcement of this Article and/or the Industrial Waste Regulations, as well as for any testing of the waste associated with such enforcement and for any damage to the District Wastewater System or the City of Pflugerville's wastewater system. The District may add such costs and expenses to the customer's bill, and failure to pay may result in the termination of service in accordance with this Order.

## **VIII. District Approvals; Escrow for Expenses.**

Applicants for service commitments, out-of-district service, construction plan review, and/or inspection, subdivision plan review and/or inspection, or other types of District approvals, including utility construction agreements or other types of development agreements, are responsible for the payment of all legal, engineering, and/or management fees incurred by the District in reviewing their application and negotiating or preparing any related approvals or agreements. The District's representative will establish a deposit amount equivalent to the estimated consultant fees that are expected to be incurred in connection with the application, and the applicant must deposit this amount with the District prior to any review or processing work being initiated. All consultant fees associated with the application incurred by the District will be charged against the deposit. Upon completion of the review process, the applicant must pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment of all fees will be returned to the applicant. No service commitment or plan approval will be issued or agreement will be effective by the District until all fees are paid.

## **IX. Water Metering.**

A. Meter requirements.

1. Use of Meter. All water sold by the District will be charged for by meter measurements.

2. Installation by District. The District will provide and install and will continue to own and maintain all meters necessary for the measurement of water to its customers.

3. Standard Type. The District will not furnish, set up, or put in use any meter that is not reliable and of a standard type that meets industry standards. Special meters not necessarily conforming to such standard types may be used for investigation or experimental purposes.

B. Meter Readings.

1. Meter Unit Indication. In general, each meter will indicate clearly the gallons of water or other units of service for which charge is made to the customer.

2. Reading of Meters. As a matter of general practice, service meters will be read at monthly intervals, and as nearly as possible on the corresponding day of each meter-reading period, but may be read at other than monthly intervals if the circumstances warrant.

C. Meter Tampering. For purposes of this Order, meter tampering, bypass, or diversion means tampering with a District's meter or other equipment, causing damage or unnecessary expense to the meter, bypassing a meter, reconnecting service without authorization to do so, whether the disconnection was due to non-payment or for any other reason, or any other instance of diversion or bypass, such as physically disorienting the meter, attaching objects to the meter to divert service or to bypass, inserting objects into the meter, electrical and mechanical means of tampering with, bypassing, or diverting District service, failing to have a meter installed, or covering or physically obstructing the location of the meter. Meter tampering, bypass or diversion is prohibited. Reconnecting service without authorization will be prosecuted as theft of service. Any party who tampers with a District meter or takes water from an unmetered or other unauthorized connection to the District Systems will be subject to a penalty in an amount not to exceed **\$5,000** per violation, each day of which will constitute a separate violation, and will also be liable for all attorney's fees incurred by the District and costs of court. The District may offset a customer's deposit against the amount of any penalties or costs imposed as a result of a violation of this section and may further require that the deposit be replaced and any unpaid penalties and costs paid before service is reconnected.

D. Meter Re-reads and Meter Tests.

1. The District's representative will, upon request of a customer, re-read the customer's meter. Upon receipt of a request, the District's representative will advise the customer that, if the meter reading proves accurate, the customer will be billed for the cost of the meter re-read. If, upon re-reading the meter, the original reading is found to have been correct, the District will charge the customer a fee as specified in the Rate Order to cover the cost of the re-read. If the original reading is found to have been incorrect, there will be no charge to the customer.

2. The District's representative will, upon request of a customer, "field-test" the accuracy of the customer's meter. Upon receipt of any such request, the District's representative will advise the customer that, if the meter test proves accurate, the customer will be billed for the cost of the test. If, upon testing the meter, the meter is found to be accurate, the District will charge the customer a fee to cover the cost of the

test. If the meter is found to have been inaccurate, there will be no charge to the customer.

3. If a customer requests that a meter be pulled and tested for accuracy, the customer will be responsible for all costs incurred by the District in removing and testing the meter unless the meter registers more than two percent above the test result under reasonable flow quantities, in which event the costs will be borne by the District. The customer may obtain a copy of the test report upon request.

E. Leaks; Water Leak Adjustment Policy. Failure to repair a controllable leak within a reasonable time (not exceeding 30 days) after notice from the District to repair the leak will constitute a violation of the Rules. If a customer experiences a water leak, the customer may submit a written leak adjustment request detailing the circumstances of the leak. All requests must be accompanied by a copy of all invoices and documentation evidencing the leak and confirming that the leak has been repaired. Upon receipt of a complete request, the customer's usage will be recalculated based upon the customer's prior history, as determined by the District's representative. Water usage for the period in which the leak occurred that exceeds the base established by the customer's prior history will be presumed to be attributable to the leak and will be billed at the rate for the lowest tier of usage specified in Article IV.A.2.(a) above. The remaining portion of the customer's water usage will be billed at the District's normal and customary rates under this Order.

## **X. Rendering and Form of Bills.**

A. Rendering of Bills. Bills for service will be rendered monthly. Service initiated less than one week before the next billing cycle may be billed with the following month's bill. One bill will be rendered for each connection.

B. Information to be Included on the Bill. The customer's bill will show the total amount due for service and any surcharge, the due date of the bill, the total amount due as penalty for nonpayment within a designated period, and the local telephone number or toll-free number where the District's representative can be reached.

C. Payment Obligation. If a customer does not receive a bill or bills, his or her obligation to make payment for services rendered is not diminished or released.

D. Delinquency. All bills will be considered past due if not paid by the tenth day after the date of issuance ("Due Date"). The customer will be subject to termination of service, if full payment, including any applicable late fee, is not received by the "Delinquency Date" which will be the 15<sup>th</sup> day of the month. If the Due Date or 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. A late charge of ten percent (10%) of the amount of the bill will be added on the Delinquency Date and this late fee will continue to be assessed each month while the delinquent amount remains unpaid. Notwithstanding the foregoing, 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 25<sup>th</sup> 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".

E. Overbilling and Underbilling. If billings for District services are found to differ from the District's rates for the services, or if the District fails to bill the customer for services, a billing adjustment will be calculated by the District. If the customer is due a refund, an adjustment will be made for the entire period of the overcharges. If the customer was undercharged, the District will backbill the customer for the amount of the service actually used by the customer. If the underbilling is **\$25** or more, the District will offer the customer a deferred payment plan option for the same length of time as that of the underbilling.

F. Prorated Charges. When a bill is issued for a period of less than one month, the basic charge will be prorated based on the period during which service was rendered.

G. Disputed Bills.

1. A customer may advise the District that a bill is in dispute by written notice to the District's representative. A dispute must be registered with the District prior to the date of proposed discontinuance in order for the customer to avoid discontinuance of service as provided by this Order.

2. Notwithstanding any other provision of this Order, a customer will not be required to pay the disputed portion of a bill which exceeds the amount of that customer's average monthly usage at current rates pending the resolution of the dispute. For purposes of this Section only, the customer's average monthly usage at current rates is the average of the customer's gross water and wastewater usage for the preceding 12-month period. If no previous usage history exists, consumption for purposes of calculating the average monthly usage will be estimated on the basis of usage levels of similar customers under similar conditions.

3. Notwithstanding any other provision of this Order, a customer's service will not be discontinued for nonpayment of that portion of a bill under dispute pending resolution of the dispute. The customer must timely pay any billings not disputed.

H. Bill Adjustment Due to Meter Error. If any meter is found to be outside of the accuracy standards established by the American Water Works Association, proper correction will be made of previous readings for two months immediately preceding the removal of the meter from service for the test, or from the time the meter was in service since last tested, but not exceeding two months, based upon the error shown by such test, and adjusted bills will be rendered. No refund is required from the District except to the customer last served by the meter prior to the testing. If a meter is found not to have been registered for any period, to have been bypassed or tampered with, to have not been installed, or for any reason is unable to be located, the District's representative will make a charge for units used, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years, or used by similar users under similar circumstances.

I. Bill Adjustment Due to Meter Tampering. If a meter is found not to have been registered for any period, to have been bypassed or tampered with, to have not been installed, or, for any reason cannot be located, the District's representative will bill the customer for gallons used based on amounts used under similar conditions during the preceding or subsequent period or during corresponding periods in previous years, or used by similar users under similar circumstances. For purposes of this Section, meter tampering, bypass, or diversion or any similar term means tampering with a District meter or equipment causing damage or unnecessary expense to the District, bypassing the meter, or other instances of diversion, such as physically disorienting the meter, attaching objects to the meter to divert

service or to bypass, inserting objects into the meter, and using other electrical or mechanical means to tamper with, bypass, or divert District service, failing to have a meter installed or covering or physically obstructing the location of the meter.

J. Equipment Damage Charges. The District will charge the responsible customer for all labor, material, equipment, and other costs necessary to repair or replace equipment damaged due to equipment tampering or bypassing, service diversion, or the discharge of wastes in violation of the terms of this Order. The District may charge for all costs necessary to correct service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of these charges will be provided to the customer.

K. Late Charges. A late charge of ten percent (10%) of the amount of the bill will be added on the Delinquency Date and this late fee will continue to be assessed each month while the delinquent amount remains unpaid.

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

M. Dishonored Check Charge. The District reserves the right to charge a customer paying a bill with a dishonored or insufficient funds check an amount established from time to time by the District's representative, which amount will be based on the prevailing or usual charges made for dishonored checks and drafts by other vendors in the same general area as the District.

N. Notification of Alternative Payment Programs or Payment Assistance. If a customer contacts the District's representative due to an inability to pay a bill or a need for assistance with his or her bill payment, the District's representative will inform the customer of all available alternative payment and payment assistance programs available from the District, such as deferred payment plans, as applicable, and of the eligibility requirements and procedures for applying for them. A deferred payment plan is any arrangement or agreement between the District and a customer in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. All deferred payment agreements must be in writing. The District's representative may suspend the termination of services to customers for up to 30 days based upon the District's representative's determination that the customer is making a good faith effort to pay the District's account; however, extensions beyond 30 days must be approved by the Board.

O. Post-Bankruptcy Services. In the event of bankruptcy of any District customer, amounts due for pre-bankruptcy services will be posted to the customer's existing account and amounts due for post-bankruptcy services will be posted to a separate account. The customer will be required to provide the District with adequate assurance of payment for services rendered after the date of the bankruptcy filing, in the form of a security deposit satisfying the requirements of this Order. Any existing security deposit will be held by the District as security for sums due for pre-bankruptcy services and will not be credited towards the security deposit for post-bankruptcy services. If the customer fails to furnish the required security deposit for post-bankruptcy services to the District, the District may discontinue service to the customer in accordance with the provisions of this Order.

## **XI. Protection of the District Systems and Property.**

A. Tampering or Damage Prohibited. It is unlawful for any person to tamper or interfere with; to obstruct access to; or, as the result of willful action, to injure, deface, damage, or destroy any facilities that are a part of the District Systems, or any other facilities or property of the District. Any person or entity that violates this section will be subject to a penalty, as defined in the Order, and will also be liable for all attorneys' fees incurred by the District and costs of court. The District may add the amount of any penalties or costs imposed by this section to the customer's utility bill, or the District may deduct the amount of any penalties or costs imposed as a result of a violation of this section from a customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

B. Unlawful Discharges. No drainage water, including roof run-off water; drainage from downspouts; water from yard drains; water from fountains and ponds; water from lawn sprays, rainwater leaders, swimming pool water; or swimming pool filter backwash water may be connected or discharged to the District Wastewater System. It is unlawful for any person to deposit, throw, drain, discharge, or otherwise cause to be injected into any sewer, manhole, catch basin, flush tank, or other facility that is a part of the District Systems any debris or foreign substance that would interfere with the proper and routine functioning, or to discharge any waste into the District Wastewater System:

1. other than through an authorized sewer tap for which necessary connection fees, deposits and other charges have been paid; or
2. generated on premises other than those for which the sewer tap was originally made; or
3. generated at a building other than that for which the sewer tap was originally made, unless approved in advance by the District's representative; or
4. of a type different from that contemplated at the time the sewer tap was originally made, unless approved in advance by the District's representative.

In order to protect the District Wastewater System from inflow, all clean-outs on customer service lines must be securely capped at all times. If any clean-out is left uncapped or the cap is loosened or removed so as to potentially allow inflow into the District Wastewater System, the District will be authorized to enter onto the responsible customer's property to replace the cap, and the customer at the service address in question will be charged the sum of \$100 for the replacement. This charge may be added to the customer's utility bill, or the District may deduct the amount of the charge from the customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

C. Service Line Maintenance. Each customer is responsible for the maintenance of the sewer service line from the point of connection to the District Systems to the buildings or premises served. All sewer service lines must be maintained in such a manner as to prevent the infiltration of water or exfiltration of wastewater.

D. No Dumping. Dumping, placing, disposing of, depositing on, or discharging any foreign materials or debris, including but not limited to grass or tree clippings, trash, and construction debris onto any District property, including District greenbelts and/or District drainage facilities, is prohibited. Any person or entity that violates the terms of this Section will be subject to a penalty in the amount of \$500 per violation, and will also be liable for all

attorney's fees incurred by the District and costs of court. The District may add the amount of any penalties or costs imposed by this Section to the customer's utility bill, or the District may deduct the amount of any penalties or costs imposed as a result of a violation of this Section from a customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount. To the extent that this subsection conflicts with any other Rules of the District, this subsection will prevail.

E. Clean-Outs. In order to protect the District Wastewater System from inflow, all clean-outs on customer service lines must be securely capped at all times. If any clean-out is left uncapped or the cap is loosened or removed so as to potentially allow inflow into the District Wastewater System, the District will be authorized to enter onto the responsible customer's property to replace the cap, and the customer at the service address in question will be charged the sum of \$100 for the replacement. This charge may be added to the customer's utility bill, or the District may deduct the amount of the charge from the customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

F. Protection of District Drainage System and Other Property. The District's drainage and water quality systems, including, without limitation, all drainage easements, channels, storm sewer facilities, ponds, and all other facilities owned, maintained, or controlled by the District for the purpose of collecting, controlling, storing, managing, or distributing storm and flood waters or run-off, will be protected from abuse, in order to assure the proper functioning of all such facilities for the benefit of all property owners and residents of the District. It is a violation of this Order to place, deposit, or discharge, or cause to be placed, deposited, or discharged, any foreign materials, substances, or debris, including, but not limited to, motor oil, grass or tree clippings, fertilizer, lot stabilization chemicals, trash or construction debris, or materials prohibited under regulations implemented pursuant to the Federal Water Pollution Control Act or any equivalent Texas law (collectively, "*Prohibited Items*"), on or into any District property (including, without limitation, the District Drainage System). Causing or allowing any Prohibited Items to be placed, thrown, disposed of, deposited, discharged or allowed to migrate into the District Drainage System, including applying or releasing Prohibited Items onto or into land within the District that migrate from such land into the District Drainage System, will constitute a violation of this Order. The foregoing definition of Prohibited Items will not be construed to prohibit the District's, or the District's authorized contractors, use of algae and nuisance control products as required for the proper maintenance of any portion of the District Drainage System, provided that such contractors shall only use products that are environmentally safe, regulated by the Environmental Protection Agency and Texas Department of Agriculture, and approved for use under applicable regulatory standards, including any applicable requirements of the TCEQ. Prior to construction of any improvements within the District, proper erosion control must be installed. These devices must be maintained in place during construction and, upon completion of construction, all construction debris and rubbish must be removed from the construction site, and any damage to the District's easements or facilities must be repaired at the expense of the Builder or property owner constructing the improvements. Any person or entity that violates the terms of this section will be subject to a penalty under Article XVII, will be liable for all attorneys' fees incurred by the District and costs of court, and will be subject to the payment of any required drainage fee that has not been collected and paid to the District as required by this Order. In addition, the offending party will be liable for any costs incurred by the District in connection with any repairs or corrections necessitated by any violation. The District may add the amount of any penalties or costs imposed by this section to the customer's utility bill, or the District may deduct the amount of any penalties or costs imposed as a result of a violation of this section from a customer's security

deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

## **XII. Stormwater Pollution and Management.**

A. Definition. In this Article XII, the term “*developer*” means a builder, developer, contractor, utility company, or other person or entity that disturbs the surface of the ground within the District.

B. SWP3 Requirements. For small construction activities and large construction activities, each developer is required to develop and implement an SWP3 in accordance with the Construction General Permit. Each developer must maintain a copy of the SWP3 at the construction site where it is readily available for viewing prior to commencing construction activities and until completion of the construction activities and final stabilization of the site. Each developer must also provide a copy of the SWP3 to the District’s engineer and the TCEQ.

C. Notice of Intent (NOI). Prior to commencing construction activities, each developer must provide the District’s engineer with a copy of the Construction General Permit Notice of Intent (NOI).

D. Notice of Termination (NOT). Each developer must provide the District’s engineer with a copy of the Construction General Permit Notice of Termination (NOT) when termination of coverage under the Construction General Permit is requested.

E. Prohibited Discharges. The following discharges from small construction activities and large construction activities are prohibited:

1. Wastewater from washout of concrete and water well drilling operations, unless managed by an appropriate BMP control, as approved by the District’s engineer or the TCEQ;
2. Wastewater from washout and cleanout of stucco, paint, release oils, and other construction materials;
3. Fuels, oils, or other pollutant used in vehicle and equipment operation and maintenance;
4. Soaps or solvents used in vehicle and equipment washing; and
5. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, unless managed by appropriate BMPs, as approved by the District’s engineer or the TCEQ.

F. Waste Materials Removal. Waste materials removed must be disposed of in accordance with 30 Texas Administrative Code Chapters 330 or 335, as applicable.

G. Access. Each developer must allow the District’s engineer or other designated representative to enter onto the affected land in order to inspect and monitor conditions on the land during the plan approval stage and during all periods of development and construction.

H. Agents. Each developer must provide the District with the name, phone number, email address, and current street address of one designated agent to whom any notice required



or permitted to be given by the District under this Order may be given.

I. Construction Plan Review. The District's engineer reviews all construction plans for all commercial and subdivision development (i.e., all small construction activities and all large construction activities) within the District's boundaries. Construction plans will not be approved by the District's engineer without sufficient confirmation that the requirements of the Construction General Permit will be required during construction.

J. Construction Site Observations. The District's engineer will make periodic construction site observations for all proposed commercial and subdivision development (i.e., all small construction activities and all large construction activities) within the District's boundaries. This construction site observation will include confirmation that the construction stormwater runoff controls are being implemented and functioning as they were designed and intended.

K. Maintenance Plan Required. The owner or operator of any new development or redevelopment site must do the following: (i) develop and implement a maintenance plan addressing maintenance requirements for any structural stormwater control measures installed on site; (ii) file the maintenance plan in the Official Public Records of Travis County, Texas; and (iii) document the operation and maintenance performed, maintain such documentation on site and at the owner or operator's office, and make such documentation available for review by the District.

L. Enforcement of Stormwater Pollution. Failure to comply with any of the requirements of this Article XII will result in a written notice of failure to the site owner, construction contractor, developer, Travis County, or TCEQ Field Operations Support Division, as deemed appropriate, by the District's engineer.

M. Prior to filing the Maintenance Plan with Travis County, the owner or operator must submit the Maintenance Plan to the District's engineer for review and comment. Furthermore, to ensure long-term operation and maintenance of the structural stormwater control measures, the owner or operator of any stormwater facility (e.g., detention pond) must submit an annual post-construction report to the District's engineer, outlining maintenance actions and procedures taken during the previous year, to include providing records of waste disposal and volumes.

N. Enforcement of Stormwater Pollution. Failure to comply with any of the requirements of this Article XII will result in a written notice of failure to the site owner, construction contractor, developer, Travis County, or TCEQ Field Operations Support Division, as deemed appropriate, by the District's engineer.

### **XIII. Termination of Service.**

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

1. within 30 days from the date of the issuance of a delinquent bill, the customer has neither (a) paid the delinquent bill and all other past-due bills nor (b) entered into a written deferred payment agreement and made all payments required under the plan;
2. the customer has defaulted in the obligations under any deferred payment

agreement;

3. the customer has paid by a check which has been rejected for insufficient funds, closed account, or for which a stop payment order has been issued;

4. violation of the 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; or

5. failure to comply with deposit arrangements where required by this Order.

If a Builder fails to make timely payment of any bill due and owing to the District, the District may, after proper notice, terminate all wastewater services being provided by the District to that Builder.

B. Termination Without Notice. District service may be terminated without notice (a) due to existence of a known dangerous condition, (b) if service is connected without authority, or (c) in instances of tampering with the District's equipment, bypassing the same, or other instances of diversion. If reasonable, given the nature of the hazardous condition, a written statement providing notice of and the reason for disconnection 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. Notice of Termination of Service. Proper notice of termination of service consists of a separate mailing by first-class mail, postage prepaid, 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 to contact the District representative for more information will be attached to or on 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 he has the right to request a hearing on the matter by contacting the District's representative at least 48 hours before the stated date of disconnection. The District's representative's telephone number must 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 a termination notice to the customer earlier than the first day a 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.

D. Customer Appeal Procedures.

1. Informal Hearing. Upon receipt of a customer's request to protest the termination of service, the District's representative will schedule an informal hearing with the customer and his or her representative prior to disconnection. The presiding officer at the informal hearing will be an individual who did not participate in the initial decision to pursue disconnection of the customer's service. The customer will be allowed to question the District's billing representative at the informal hearing regarding the

basis for the decision to terminate service and present any testimony or evidence regarding the termination of service or its basis. The presiding officer will render a decision on the matter and state reasons for the decision and the grounds upon which the decision is based.

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

E. Disconnection. If payment of all delinquent and past due amounts has not been made by 5:00 p.m. on the date specified by written notice to the customer, and no other arrangements for payment have been made, service will be disconnected. In order to reconnect service, the customer must pay all delinquent and past-due amounts, plus the applicable reconnect fee. The reconnect fee will be due regardless of whether or not service has been physically disconnected. If payment is tendered after 2:00 p.m. on the date of disconnection, the customer must pay the after-hours reconnect fee in order to obtain same-day reconnection of service. If a customer defaults under a payment plan entered into with the District, termination procedures will immediately be initiated.

F. 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 accepting payments and reconnecting service.

G. Disconnection for Ill and Disabled. The District may not discontinue service to a delinquent residential customer permanently residing in an individually-metered dwelling unit if the customer establishes that discontinuance of service will result in a person residing at the 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 physician (for purposes of this Section, the term "physician" means any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any 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 physician within 30 days of the issuance of the bill. The customer who receives a waiver of disconnection under this Section must enter into a deferred payment plan with the District and remain in compliance with the plan.

H. Reconnection of Services. If service is discontinued for any reason, reconnection of services will be established within 24 hours of payment of the past due bill in its entirety and any other outstanding charges, including all reconnection fees.

I. Meter Removal. The District's representative will remove a customer's water meter if the customer illegally restores his or her service without payment of his or her delinquent account.

J. Late Fees and Disconnections During an Extreme Weather Emergency for Nonpayment.

1. Notwithstanding any other provision of this Order, the District may not impose a late fee on, or disconnect the retail water or sewer service of, an Affected Customer for nonpayment of a bill that is due during an Extreme Weather Emergency

until after the Extreme Weather Emergency is over. An "Affected Customer" is a customer that receives retail water or sewer service from the District in an area experiencing an Extreme Weather Emergency and has a bill due during the Extreme Weather Emergency. An "Extreme Weather Emergency" is a period beginning when the previous day's highest temperature in an area did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. An Extreme Weather Emergency is over on the second business day that the temperature exceeds 28 degrees Fahrenheit.

2. An Affected Customer may request to establish a Payment Schedule for unpaid bills that are due during an Extreme Weather Emergency. A "Payment Schedule" is an agreement between the District and an Affected Customer that allows the Affected Customer to pay, in one or more installments, an unpaid bill due during an Extreme Weather Emergency after its due date. If the District receives a request to establish a Payment Schedule within 30 days from the date the Extreme Weather Emergency ends (a "Timely Request"), it must offer the requesting Affected Customer a Payment Schedule and a deadline for accepting the Payment Schedule (the "Acceptance Deadline"). A Payment Schedule may be established in person, by telephone, or online, but all payment schedules must be reduced to writing and provided to the Affected Customer. A Payment Schedule offered may (i) include a finance charge, conspicuously stated on the Payment Schedule, for late fees on the Payment Schedule not to exceed an annual rate of 10 percent simple interest; and (ii) require payment in one or more installments. A Payment Schedule offered must (i) be written in plain language in English and, if requested, Spanish; (ii) identify the total amount due, and, if payment is to be made in multiple installments, the number of installments and the amount of each installment; (iii) identify the deadline for payment, or if payment is to be made in multiple installments, the deadline for each installment; (iv) identify the dates the Extreme Weather Emergency occurred, and the due dates and amounts owed of any bills that were due during the Extreme Weather Emergency; and (v) include a statement, in a clear and conspicuous type, that states "If you are not satisfied with this agreement, or if the agreement was made by telephone and you feel this does not reflect your understanding of that agreement, contact Crossroads Utility Services at (512) 246-1400."

3. The District may not disconnect retail water or sewer service for nonpayment of bills due during an Extreme Weather Emergency of an Affected Customer that has made a Timely Request for a Payment Schedule until after the Payment Schedule has been offered and the Affected Customer has either declined to accept the Payment Schedule by the Acceptance Deadline or violated the terms of the Payment Schedule. Any preexisting disconnection notices issued to an Affected Customer for nonpayment of a bill due during an Extreme Weather Emergency are suspended upon the Timely Request for a Payment Schedule. If the Affected Customer does not accept the offered Payment Schedule by the Acceptance Deadline or violates the terms of the Payment Schedule, any suspended disconnection notices are reinstated, and the District may renegotiate the terms of the Payment Schedule or disconnect service on or after the disconnection date listed on the disconnection notice. If the Affected Customer does not accept the offered Payment Schedule by the Acceptance Deadline or violates the terms of the Payment Schedule and there is not a preexisting disconnection notice, the District must issue a disconnection notice under 16 TAC § 24.167 (related to Discontinuance of Service) prior to disconnecting the water or sewer service of the Affected Customer.

#### **XIV. Continuity of Service.**

##### **A. Service Interruptions.**

1. The District will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the District will re-establish service within the shortest possible time.

2. The District will make reasonable provisions to meet emergencies resulting from failure of service, and will establish procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of service.

3. In the event of a national emergency or local disaster resulting in disruption of service, the District may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

B. **Record of Interruption.** Except for momentary interruptions due to automatic equipment operations, the District's representative will keep a complete record of all interruptions, both emergency and scheduled. This record will show the cause for interruptions, date, time, duration, location, approximate number of customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

#### **XV. Customer Service Agreement; Plumbing Regulations; Customer Service Inspections.**

A. **Authority.** Under Section 51.122 of the Texas Water Code, as amended, the District may adopt and enforce reasonable rules and regulations to secure and maintain safe, sanitary, and adequate plumbing installations, connections, and appurtenances as subsidiary part of the District's sanitary sewer system. Section 1301.255 of the Texas Occupations Code, as amended, requires that plumbing installed in compliance with a plumbing code meeting the standards and requirements of the rules and laws of the State must be inspected by a licensed plumbing inspector. Further, under Section 290.46(i) and (j) of Title 30 of the Texas Administrative Code, as amended, the District is required (i) to adopt a plumbing ordinance, regulations, or a customer service agreement to insure that neither cross connections nor other unacceptable plumbing practices are permitted, and (ii) to cause a customer service inspection certificate to be completed prior to providing continuous water service to new construction, on any existing service either when the water purveyor has reason to believe that cross connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities.

B. **Purpose.** The purpose of this Article XV is to (i) adopt and enforce reasonable rules and regulations pursuant to Section 51.122 of the Texas Water Code, as amended, to secure and maintain safe, sanitary, and adequate plumbing installations, connections, and appurtenances as subsidiary part of the District's sanitary sewer system; (ii) adopt and enforce plumbing regulations and a customer service agreement as required under Section 290.46(i) of Title 30 of the Texas Administrative Code, as amended, to insure that neither cross connections nor other unacceptable plumbing practices are permitted; (iii) require plumbing inspections in accordance with Section 1301.255 of the Texas Occupations Code, as amended; and (iv) provide for customer service inspections in accordance with Section 290.46(j) of Title 30 of the Texas Administrative Code, as amended.

C. Applicability. All customers receiving water and/or wastewater utility service from the District are subject to the requirements of this Article XV. Each customer must agree to comply with the terms of this Article XV as a condition to receiving water and/or wastewater service from the District. This Article XV constitutes a customer service agreement under Section 290.46(i) of Title 30 of the Texas Administrative Code, as amended, and by requesting and/or accepting utility service from the District, each customer agrees to comply with the terms of this Article XV.

D. Plumbing Code. Pursuant to Section 51.122 of the Texas Water Code, as amended, the District adopts the International Plumbing Code with respect to all water, wastewater, and irrigation plumbing installations constructed, installed, or modified in connection with development in the District.

E. Unacceptable Plumbing Practices. Pursuant to Section 290.46(i) of Title 30 of the Texas Administrative Code, as amended, the following unacceptable plumbing practices are prohibited:

1. no direct connection between the public drinking water supply and a potential source of contamination is permitted and potential sources of contamination must 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 and potential threats to the public drinking water supply will 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 that contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection that provides water for human use; and

5. no solder or flux that contains more than 0.2% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.

The existence of an unacceptable plumbing practice is sufficient grounds for immediate termination of service without notice in order to protect the health and safety of all District customers. Service will not be restored until the potential source of contamination has been eliminated or additional safeguards have been taken and a new Customer Service Inspection Certificate (as defined below) is provided.

F. Plumbing Inspections.

1. Plumbing inspections will be conducted for the purposes of verifying compliance with the International Plumbing Code and other requirements of this Article XV.

2. Inspection of a customer's plumbing installation must be conducted in the following circumstances:

- a. before the District provides service to new construction;
- b. when the District has reason to believe that cross connections or other unacceptable plumbing practices exist on any existing service;
- c. after any material improvement, correction, or addition to any existing private plumbing facilities; and
- d. before the District provides services for any new irrigation system plumbing installation.

3. All plumbing inspections must be performed by an independent plumbing inspector licensed by the Texas State Board of Plumbing Examiners (TSBPE) retained by the District ("*Plumbing Inspector*").

4. A plumbing inspection will consist of series of inspections. These inspections will include, as applicable, an inspection at the time the service line is constructed, at the time of plumbing rough-in, for copper, at top-out, and upon completion of construction for all new residential and commercial construction. The customer service inspection required under Section 290.46(j) of Title 30 of the Texas Administrative Code, as amended, will be completed by the Plumbing Inspector as part of the more comprehensive plumbing inspection.

5. Upon completion of a plumbing inspection (i.e., after completion of the final inspection in the series of required inspections, including the customer service inspection), a Customer Service Inspection Certificate in the form attached as **Exhibit C** will be completed and retained in the District's files for a minimum of ten years, as required by Section 290.46(f)(3)(E) of Title 30 of the Texas Administrative Code, as amended.

6. The customer will be responsible for paying all plumbing inspection fees charged by the District upon completion of a plumbing inspection.

G. Service Conditions. The following are the conditions for the provision of service between the District and each customer:

1. the customer must comply with the provisions of the Rules as long as the customer is receiving service from the District;
2. the customer must allow his or her property to be inspected for compliance with the provisions of this Article XV, which will be conducted by the District's designated agent during normal business hours prior to initiating service and may be conducted periodically thereafter;
3. the District will notify the customer in writing of any cross connection or other undesirable plumbing practice or violation of the provisions of the International Plumbing Code relating to water supply and distribution and wastewater collection systems that is identified during the initial inspection or periodic re-inspection;
4. the customer must immediately correct any undesirable plumbing practice or violation of the provisions of the International Plumbing Code relating to

water supply and distribution and wastewater collection systems on his or her premises to prevent contamination of the water supplied by the District; and

5. the customer must, at his or her expense, properly install, test, and maintain any backflow prevention device required by the District and provide copies of all testing and maintenance records to the District.

H. Enforcement. If a customer fails to comply with the terms of this Article XV, the District may assess fines in accordance with Article XVII, and may either terminate service and/or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Article XV will be billed to the customer.

#### **XVI. Water Conservation and Drought Contingency Plan.**

The terms and provisions of the District's Water Conservation and Drought Contingency Plan (as amended from time to time, the "*Water Conservation and Drought Contingency Plan*") are incorporated into this Order. The District may add the amount of any fines, penalties, or costs imposed under the Water Conservation and Drought Contingency Plan to the customer's utility bill, or the District may deduct the amount of any fines, penalties, or costs imposed as a result of a violation of the Water Conservation and Drought Contingency Plan from a customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount.

#### **XVII. Enforcement; Penalties.**

A. Enforcement of Rules. Under Section 51.128 of the Texas Water Code, the provisions of this Order constitute rules that must be recognized by the courts as if they were penal ordinances of a city. This Order may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office is located.

B. Penalties. Service will not be provided by the District until all requirements of this Order have been met. Violation of this Order will result in the offending party being subject to the payment of a fine in an amount per violation that does not exceed the jurisdiction of justice court, as provided by Section 27.031, Texas Government Code. In addition, the offending party will be liable to the District for all costs incurred by the District in connection with any repairs or corrections necessitated by the violation. The District may add the amount of any penalties or costs imposed by this Order to the customer's utility bill, or the District may deduct the amount of any penalties or costs imposed as a result of a violation of this Order from a customer's security deposit or any other amounts held by the District and may further require that the customer replenish the deposit by an equivalent amount. Any person or entity that violates any of the provisions of this Order may subject the violator to exclusion and/or being barred from the District's property, including without limitation, parks or recreational facilities owned by the District. An individual who enters the District's property after being excluded or barred from entry will subject to charges for trespassing, and the District will press charges for trespassing against any individual who enters the District's property after being excluded or barred.

**XVIII. Effect.** This Order supersedes all previous orders and resolutions of the District relating to the establishment of rates and charges, and adopting rules and policies with respect to the District Systems.



**XIX. Execution.** This Order may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. An electronic signature, a facsimile, or other electronic copy of an original signature, and a counterpart transmitted electronically (*e.g.*, by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

**XX. Filing; Publication.** 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 and to publish a substantive statement of the rules contained in this Order and the penalties for their violation as required by Section 51.129 of the Texas Water Code.

**XXI. Exhibits.** The following exhibits are attached to this Order and incorporated herein by reference.

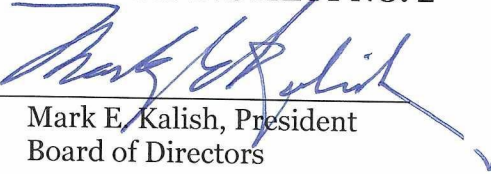
- Exhibit A** - FUE Conversion Criteria for Out-of-District Connection Charges
- Exhibit B** - List of Inadmissible Wastes
- Exhibit C** - Customer Service Inspection Certificate

**EFFECTIVE** the 6th day of May, 2024.

*(Signature page follows.)*



**KELLY LANE WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 2**

By:   
Mark E. Kalish, President  
Board of Directors

**ATTEST:**

  
\_\_\_\_\_  
Kenny Dryden, Secretary  
Board of Directors

**EXHIBIT A**

**FUE CONVERSION CRITERIA FOR OUT-OF-DISTRICT CONNECTION CHARGES**

Bakery	0.000700 per Sq. ft.
Barber Shop, General	0.480000 per Bowl
Beauty Shop	0.480000 per Bowl
Bowling Alley	0.635000 per Lane
Car Repair	0.000160 per Sq. ft.
Carwash, Tunnel, Self Serve	6.350000 per Carwash
Carwash, Tunnel, w/attendants	31.430000 per Carwash
Carwash, Hand Type, Self Serve	1.220000 per Carwash Bay
Church	0.003200 per Seat
Club, Tavern, or Lounge	0.031700 per Occupant
Convenience Store	0.000200 per Sq. ft.
Country Club	0.320000 x Member
Day Care Center	0.031700 per Occupant
Dormitory	0.286000 per Bed
Fire Station	0.286000 per Capita
Funeral Home	2.140000 per Service
Gas Station with Carwash	9.350000 per Station
Gas Station without Carwash	1.750000 per Station
Grocery Store, 5,000-28,999 sq. ft.	0.000260 per Sq. ft.
Grocery Store, 29,000 + sq. ft.	0.000700 per Sq. ft.
Health Club	0.001210 per Sq. ft.
Homeless Shelter	0.105000 per Bed
Hospital	0.635000 per Bed
Hotel, Motel w/Kitchenettes	0.430000 per Room
Hotel, Motel	0.251000 per Room
Manufacturing	0.000160 per Sq. ft.
Mobile Home Park	0.880000 per Space
Nursing Home	0.286000 per Bed
Office	0.000335 per Sq. ft.
Photo Store, One-hour Processing	3.175000 per Store

Post Office, Excluding Dock	0.000254 per Sq. ft.
Prison	0.290000 per Capita
Racquetball Club	0.510000 per Court
Recreational Vehicle Park	0.238100 per Vehicle
Residence, Apartment w/Washer/Dryer	0.714000 per Unit
Residence, Apartment w/o Washer/Dryer	0.635000 per Unit
Residence, Condominium	0.714000 per Unit
Residence, Duplex	1.000000 per Unit
Residence, Single Family	1.000000 per Unit
Residence, Townhouse	1.000000 per Unit
Restaurant, Fast Food	0.006000 per Sq. ft.
Restaurant, Full Service	0.004000 per Sq. ft.
Retail	0.000223 per Sq. ft.
School, High	0.047600 per Seat
School, Others, Non-Residential	0.031700 per Seat
School, Others, Residential	0.317000 per Capita
Service Center	0.333000 per Employee
Shopping Center: Mixed Tenants (>150,000 sq. ft.)	0.000900 per Sq. ft.
Skating Rink	0.015900 per Capita
Stadium	0.010000 per Seat
Swimming Pool	0.015900 per Swimmer
Theater, Indoor	0.015900 Seat
Toilet	0.254000 per Toilet
Transportation Terminal	0.015900 per Passenger
Warehouse	0.000096 per Sq. ft.
Washateria	0.517500 per Washing Machine

## EXHIBIT B

### LIST OF INADMISSIBLE WASTES

The following is a list of inadmissible wastes, specifying materials that may not be discharged to the District Wastewater System and concentrations of substances which may not be exceeded in discharges to the District Wastewater System. The following list constitutes prohibited substances for discharge to the District Wastewater System of toxic or regulated pollutants which may pass through to the receiving stream, could cause interference with the operation of the treatment works or could cause a violation of the State or Federal discharge permit provisions. If any pollutant approaches or exceeds standards, investigative sampling will be conducted to determine the source and a limit for the pollutant will be calculated. Discharges to the District Wastewater System will be limited in accordance with the following lists:

1. Wastewater having a temperature that would result in the total combined influent to the treatment District Wastewater System to exceed a temperature of 104 degrees Fahrenheit.
2. Wastewater having a pH value lower than 5.5 or higher than 10.5.
3. Wastewater containing gasoline, benzene, naptha, fuel oil, or other flammable or explosive liquid, solid or gas.
4. Wastewater containing grease, fats, waxes, oil, plastic or other substances which will solidify or become discernibly viscous at any temperature between 32 degrees Fahrenheit and 90 degrees Fahrenheit.
5. Wastewater with a radioactive content greater than allowed by applicable provisions of the Texas Radiation Control Act, Article 4590 (f), Revised Civil Statutes of Texas, and the Texas Regulations for Control of Radiation issued thereunder.
6. Wastewater with a hydrogen sulfide concentration greater than 1.0 milligram per liter (single grab sample).
7. Wastewater containing any substance in a concentration sufficient to cause inhibition or upset to the treatment process.
8. Wastewater which will, alone or in conjunction with other wastewater, cause the wastewater entering any entry point into the District Wastewater System to exceed a five-day Biochemical Oxygen Demand (BOD), concentration of 220 milligrams per liter or a Total Suspended Solids (TSS), concentration of 240 milligrams per liter, based on a properly weighted 24 hour composite sample.
9. Industrial Wastewater will not be discharged to the District Wastewater System without prior written approval from the District. If a party desires to provide wastewater service to an industry, the party will provide the District at least 120 days advance written notice.
10. Hazardous wastes prohibited by regulatory agencies will not be discharged to the District Wastewater System.

**EXHIBIT C**

**Customer Service Inspection Certificate**

§290.47(d) Appendix D. Customer Service Inspection Certification.

Figure: 30 TAC §290.47(d)

Customer Service Inspection Certificate

Name of PWS \_\_\_\_\_ PWS I.D.# \_\_\_\_\_

Location of Service \_\_\_\_\_

Reason for Inspection:

New construction.....

Existing service where contaminant hazards are suspected .....

Major renovation or expansion of distribution facilities .....

I \_\_\_\_\_, upon inspection of the private water distribution facilities connected to the  
aforementioned public water supply do hereby certify that, to the best of my knowledge:

Compliance	Non-compliance		
<input type="checkbox"/>	<input type="checkbox"/>	1.	No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
<input type="checkbox"/>	<input type="checkbox"/>	2.	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
<input type="checkbox"/>	<input type="checkbox"/>	3.	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	4.	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988.
<input type="checkbox"/>	<input type="checkbox"/>	5.	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines	Lead	<input type="checkbox"/>	Copper	<input type="checkbox"/>	PVC	<input type="checkbox"/>	Other	<input type="checkbox"/>
Solder	Lead	<input type="checkbox"/>	Lead Free	<input type="checkbox"/>	Solvent Weld	<input type="checkbox"/>	Other	<input type="checkbox"/>

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Remarks:

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type of Registration

\_\_\_\_\_  
Date