

**TRAVIS COUNTY WCID NO. 18
RULES GOVERNING WATER SERVICE**

Sec. 1.1 Authority

(a) The Board of Directors of Travis County Water Control & Improvement District No. 18 (the “District”) adopts these Rules Governing Water Service (“Rules”) pursuant to the authority set forth in Chapters 49 and 51 of the Texas Water Code. These Rules supersede all policies and rules adopted or passed by the Board of Directors prior to the date of adoption of these Rules.

(b) The adoption of these Rules or any amendments hereto shall not affect any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or vested right established or accrued prior to the effective date of these Rules.

(c) An official copy of these Rules shall be available to the customers of the District during regular office hours of the District

(d) If any part of these Rules is for any reason held to be invalid, the remainder of these Rules shall remain effective and valid as if they had been enacted without the portion held to be invalid.

Sec. 1.2 Definitions

As used in these Rules, the term:

“Applicant” means a qualified person, applying for service from the District.

“Apartment House” containing five or more dwelling units including and having rental paid.

“Authorized Representative” Manager of the District Rules or specific authorization to do so from the Manager or the Board of Directors of the District.

“Board of Directors” means the Directors of the District elected in accordance with the applicable election laws.

“Commercial Builder” establishment intended for sale to, or occupancy by, another person or entity.

“Connection” each residential unit occupied by a separate family.

“Customer” means the person authorized to receive water service from the District.

“Deferred Payment Agreement” agreement entered into by the District and a customer setting forth the terms and conditions pursuant to which the customer may provide incremental payment of a delinquent sum to the District over time, as authorized by these Rules.

“Disconnection of Service” locking or removal of a water meter.

“District” means Travis County Water Control & Improvement District No. 18.

“Easement” means a private perpetual dedicated right-of-way for the installation of water pipelines and necessary facilities which allows access to property for further maintenance, facility replacement, and installation of additional pipelines, as applicable.

“Final Plat” means a complete and exact plan for the subdivision of a tract of land.

“Hazardous Condition” condition which jeopardizes the health or welfare of the customers of the District.

“Manager” shall refer to the contractor retained by the District to operate and manage the System.

“Manufactured Home Rental Community” spaces are rented for manufactured homes.

“Minimum Monthly Charge” The amount of the Minimum Monthly Charge shall be set forth in the Rate Order.

“Multiple Use Facility” rules of the TCEQ with five or more units.

“Non-Standard Service” is any service applied for that is not Standard Service.

“Rate Order” means the Order adopted by the Board of Directors of the District establishing rates, fees and charges for water service, as amended from time to time.

“Rules” means these Rules Governing Water Service.

“Service Application and Agreement” means the written agreement between an applicant for standard service and the District outlining the responsibilities of each party regarding water service.

“Service Deposit” means a fee received by the District before service is provided to any property connected to the District’s water system. Such fee is held in escrow by the District to assure prompt payment of all charges for water service.

“Standard Service” is service, this would include only 3/4” to 3/4” sized meter services set on existing pipelines.

“Temporary Water User” means a party involved in a construction project in the District or in other activities who needs a water supply on a temporary basis and who does not desire and is not required to make a regular connection to the District water system.

Chapter 2 - General Operating Statements

Sec. 2.1 Organization

The District is a conservation and reclamation district organized and operating under the Constitution and laws of the State of Texas, including Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code. It exists for the purpose of furnishing retail water service to the customers within its authorized service territory. The management of the District is controlled by the Board of Directors, the members of which are elected by the qualified voters of the District residing within the District's boundaries.

Sec. 2.2 Non-Discrimination Policy

Service is provided to all customers who comply with the requirements of these Rules regardless of race, creed, color, national origin, sex or marital status.

Sec. 2.3 Rules

These Rules specify the terms and conditions pursuant to which water service will be provided to the customers of the District. Failure on the part of any customer to comply with these Rules shall give the District the right and authority to take enforcement action authorized hereunder or by applicable law, including the levy of penalties or the discontinuance of service to that customer.

Sec. 2.4 Fire Protection Responsibility

Fire hydrants installed within the District's water distribution system are provided at the convenience of the District. The District reserves the right to remove any fire hydrant, due to improper use or detriment to the system as determined by the District, at any time without notice, refund, or compensation to the contributors of the fire hydrant(s).

Upon request by the owner or a developer of property, the District will make water service available in accordance with its non-standard service policies at certain pressures and volumes that may be defined as "fire flows" in municipal subdivision ordinances and/or the International Fire Code. Under no circumstances, however, does the District represent or warrant that the water supply shall be sufficient to provide fire protection, and the District expressly disclaims any such responsibility.

Sec. 2.5 Liability of District

The District is not liable for damages caused by service interruptions, events beyond its control and for normal failures of the water system. The District has not waived its governmental immunity under the laws of the State of Texas and the limit of the liability of the District is the cost of the service provided. By accepting service, a customer agrees to hold the District harmless from any and all claims, liability, or damages to persons or property of the customer or third persons arising from the provision by the District of water service or caused by service

interruptions, tampering by other customers of the District or users of the District's water system, or failures of the system.

Sec. 2.6 Availability of District Records

The records of the District shall be kept in the District office in Austin, Texas. These records are subject to the Public Information Act and may be examined or copied upon request. The records may not be removed from the District's office, and the District reserves the right to consult its governing body and/or legal counsel prior to disclosure, or to withhold non-public information, as may be authorized under the Public Information Act. A reasonable charge as established pursuant to the Public Information Act may be assessed to any person requesting copies of District records.

Sec. 2.7 Procedures for Services

(a) Applications for connection to or services from the District's Water System shall be made as a condition of service. The District may require proof that a person is qualified to apply for service at the time the application for connection or service is made.

(b) Any authorized applicant shall be entitled to water service when proper application has been made, all conditions of service have been met, and all required fees and charges have been paid. The applicable tap, deposit, connection, impact and other fees and charges are set forth in the Rate Order.

(c) The District may refuse to extend its System, render service, or to install a connection for any person, firm, or corporation against whom it has an unsatisfied claim until the claim is settled or otherwise resolved.

(d) The applicable fees and charges for the initial connection to the District's System, including connection fees paid pursuant to contracts with the District for service to out-of-District properties and properties annexed to the District, where applicable, shall be received by the District for each connection made to or served by the District's System.

Sec. 2.8 Service Deposits

(a) Deposit Required. A Service Deposit in the amount set forth in the Rate Order is required for each customer.

(b) Deposit Refund. The required Service Deposit shall be refunded to a customer at the end of service without interest.

(c) Deposit Required After Termination. A Service Deposit is required of any customer if utility service has been discontinued for nonpayment.

Sec. 2.9 Requirements for Applicants for Service

(a) The District's standard service application and agreement form must be completed in full and signed by a qualified applicant.

(b) The applicant shall provide proof that an application has been made to the proper regulatory authorities for approval and installation of on-site sewage disposal facilities, as authorized under the Chapter 341, Texas Health & Safety Code, for all services requiring such installations. In the alternative, an applicant may provide proof that wastewater service will be furnished from a centralized wastewater collection, treatment, and disposal system.

(c) All service applications approved and cost of service fees quoted by the District or an Authorized Representative shall remain approved at quoted costs for a period not to exceed thirty days, provided such approval and cost of service fees quoted are obtained in writing. After the expiration of the thirty day period, an applicant shall re-apply for service in accordance with these Rules.

(d) If the water has been located in the public right-of-way adjacent to applicant's property due to the refusal of the applicant or a previous owner of applicant's property to grant an easement to the District for the purposes of installing the water main and appurtenances thereto on the property of the applicant, the applicant, prior to receiving the requested service, shall grant a permanent easement, with an overlaying temporary construction easement, to the District to install the main on the applicant's property. In addition to the normally required fees for service, if the District has documentation of such removal, the applicant shall also pay such sums as are necessary to cap and abandon the main(s) within the public right-of-way and to construct the new line or lines within the new easement required for District-wide service.

Sec. 2.10 Temporary Water Connections

A Temporary Water User may, upon obtaining written approval of an Authorized Representative, make connection to the District's water system at a surface flushing valve or fire hydrant. The Authorized Representative may also impose such reasonable limitations and conditions, such as the installation of backflow prevention devices, on the Temporary Water User as in the judgment of the Authorized Representative are necessary to prevent contamination of and/or the unreasonable interference with the operation of the District's system or the use thereof by regular customers. All costs of temporary connection to and disconnection from the water system and use of any temporary water meter shall be the expense of the Temporary Water User.

Denial of Service

(a) The District may deny service for any one or more of the following reasons:

(1) failure of an applicant or customer to complete all required forms or pay all required fees and charges;

(2) failure of the applicant or customer to comply with all rules and policies of the District related to the receipt of water service;

(3) existence of hazardous conditions at the applicant's property which would jeopardize the welfare of the other customers of the District upon connection;

- (4) service to the property is prohibited under applicable state law;
- (5) failure of the applicant or customer to provide representatives or employees of the District reasonable access to the property for which water service has been requested;
- (6) failure of the applicant or customer to comply with all governmental rules related to water service;
- (7) failure of the applicant to provide proof of ownership or residency to the satisfaction of the District for the property for which service is requested;
- (8) applicant's service facilities are known to be inadequate or of such character that satisfactory service cannot be provided; or
- (9) failure of the applicant to pay in full to the District any previously unpaid fees, charges, penalties, and/or assessments levied upon such person or entity for the same address or for other property for which the applicant is or was a customer.

(b) In the event the District refuses to serve an applicant under the provisions of these Rules, the District must notify the applicant, in writing, of the basis for its refusal and the applicant may file an appeal of the decision, in writing, with the Board of Directors of the District within fifteen (15) days after the District sends the service refusal notice, and not thereafter.

Chapter 3 - Standards and Procedures for Connections to District System

Sec. 3.1 General

(a) Any person desiring to make a connection to the System shall first make proper application to the District.

(b) The District's Authorized Representative shall review every application submitted pursuant to this Section. Upon finding that the application complies with the requirements of the District, at least equivalent to the standards of the Uniform Plumbing Code.

(c) If a connection is made to the System without permission, then the District or its Authorized Representative may require the person to uncover and expose said connecting line and connections, at the person's expense, for inspection and approval by the Authorized Representative.

(d) All piping, fittings, and valves shall be installed and maintained in accordance with the Uniform Plumbing Code (except as amended by the District).

Sec. 3.2 Ownership, Maintenance and Repair of Service Lines

It shall be the responsibility of each user of the District System to maintain the water line(s) leading from the points of connection on the District's System to the building or premises served, including, but not limited to, "customer side" pressure reducing valves, cutoff devices, and backflow prevention valves.

Sec. 3.3 Prohibition of Multiple Connections to a Single Tap

(a) Each dwelling shall have an individually metered service line connection from the District's water main.

Sec. 3.4 Customer's Responsibility

The customers of the District shall have the following responsibilities:

(1) The customer shall provide the District access to the meter at all times for the purpose of reading, installing, checking, repairing, or replacing the meter. In addition, a notice shall be sent to the customer stating that entrance to the premises could not be gained and that unless a key is furnished or the gate remains unlocked for three (3) consecutive months following notification to the customer, then service shall be discontinued and the meter removed with no further notice the customer shall restrain dogs and/or other animals which hinder, interfere with, threaten, or prevent the safe access by District employees to District water and/or sewer facilities.

(2) The customer shall ensure that all plumbing connections comply with the Texas Commission on Environmental Quality ("TCEQ") rules and regulations, the

Uniform Plumbing Code, and all requirements of these Rules. Service shall be discontinued shall remain disconnected until such time as the violation is corrected.

(4) All connections shall be designed to ensure against back-flow or siphonage into the District's water supply.

(5) All customers shall keep all payments current on all accounts.

(6) The District may require each customer to provide a cut-off valve on the customer's side of the meter. The customer's use of the District's curb stop or other similar valve for such purposes is prohibited. Tampering/Diversion/Defacement of

District Property and Theft of Service

(1) It is a violation of these Rules to use water or receive water service from the System other than through an authorized tap.

(2) For purposes of these Rules, the phrase "meter tampering, bypassing and/or diversion" and the phrase "tampering, bypassing, diversion, and/or defacement" shall each be defined as knowingly or intentionally performing any of the following acts or causing or allowing another person, other than an authorized District representative, to perform any of the following acts:

- a) Disconnecting a meter owned or operated by the District, or causing or allowing any meter owned or operated by the District to be disconnected;
- b) Removing or causing or allowing the removal of, a locking or shut-off device used by the District to discontinue service;
- c) Physically disorienting, or causing or allowing the physical disorienting of, the meter;
- d) Attaching, or causing or allowing the attachment of, objects to the meter to divert service or to bypass the District's service equipment;
- e) Damaging, removing, destroying or interfering with any fence, gate, or other enclosure owned or controlled by the District.

(3) Any person who violates this Section shall be subject to the following:

- a) The Authorized Representative shall immediately discontinue water service that have received water service without authorization.
- b) In instances where unauthorized service is obtained by removing a locking or shut-off device used by the District to discontinue service, a civil penalty of \$100 shall be assessed for the first violation. A second violation will

result in a civil penalty of \$250, and any subsequent violation will result in a civil penalty of \$500. A valid application for water service must be on file with the District or submitted to the office prior to service reinstatement with payment of a customer deposit and any other required fees for service. Additionally, the fee assessed for unauthorized service, any past due balance and additional usage charges must be paid in full before service can be reinstated. Any offense(s) beyond the third violation will be referred to law enforcement and criminal charges will be filed by the District's authorized representative.

- c) In instances where unauthorized service is obtained where no meter or other measuring device is installed, the person shall pay a civil penalty of \$500.00. Additionally, law enforcement shall be notified and criminal charges shall be filed by the District's Authorized Representative. For each subsequent violation, the person shall pay \$1,000.00. Additionally, law enforcement shall be notified and criminal charges shall be filed by the District's Authorized Representative..

Sec. 3.5 Disconnection and Reconnection

(a) Failure of a customer receiving water service from the District to comply with any of the provisions of this Chapter, or to pay when due all fees, deposits and other charges owed to the District is a breach of the contract for service, and the District may disconnect all District service to the property (hereafter referred to as the "delinquent property"), and also to any other properties for which the customer is the customer of record, until any such breach is remedied.

(b) Notice of disconnection shall be indicated on a door tag to the customer of record of the delinquent property at his address as shown in the records of the District or at a more current address if the administrative office of the District has actual knowledge of a more current address. If the occupant of the property is other than the customer of record, notice shall also be given to the occupant at the address of the delinquent property.

(c) After final notice is issued to a customer, if payment is not received within ten (10) days after the following month's due date (or the next business day if a weekend or District holiday), an Authorized Representative will be dispatched to the location to disconnect water service. A Service Charge will be added to the account at this time, and for each subsequent trip, whether the meter is disconnected, or a notice is delivered, by the Authorized Representative. If the account is disconnected, the customer will be required to pay the account in full, by cash, credit card, or money order, before services will be reconnected

(d) The District's Authorized Representative is not authorized to collect field payment for any delinquent bill, and each customer is required to provide payment in person at the District's Administrative Office, by phone, or electronically, as a condition of restoration or continuation of service (as applicable).

(e) If a customer requests reconnection outside of normal working hours, then the District shall require payment of the After Hours Connect/Reconnect Charge, as set forth in the Rate Order. Reconnection may be performed only by an Authorized Representative. If the service is reconnected or restored by someone other than an Authorized Representative before all charges related to the termination of service are paid or arrangements for the payment thereof satisfactory to the Authorized Representative have been made, the District may physically sever the service connection, including removal of the water meter at the delinquent property, or may pursue legal action against the person who reconnected the service illegally.

(f) Rules for Disconnection of Service

The following paragraphs describe the rules and conditions for disconnection of service.

(1) Disconnection With Notice – Service may be disconnected for any of the following reasons after proper notification has been given.

(A) Returned Checks- In the event a check, draft, or any other similar instrument is given by a person, firm, corporation, or partnership to the District for payment of services, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the District shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date that the District's notice is postmarked. Redemption of the returned instrument shall be made in the District office by cash, money order, or certified check. Failure to meet these terms may result in the immediate disconnection of service.

(B) Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement.

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

(D) Failure of customer to meet the construction and maintenance requirements for on-site sewage facilities in accordance with Chapter 341, Texas Health & Safety Code.

(2) Disconnection Without Notice - Service may be disconnected without notice for any of the following conditions:

(A) A known dangerous or hazardous condition exists including, but not limited to violation of Chapter 341, Texas Health & Safety Code.

(B) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service; or

(C) Tampering with the District's meter or equipment, by-passing the meter or equipment, or other diversion of service.

(3) Disconnection for Ill and Disabled - The District will not discontinue services to a delinquent residential customer when that customer establishes that discontinuance of service will result in some person at that residence becoming seriously ill if service is discontinued. Each time a customer seeks to avoid termination of service under this subsection, the customer must have the attending physician call or contact the District within fifteen (15) days of issuance of the bill. A written statement must be received by the District from the physician by the following month's due date. The customer shall make the delinquent payment in full or enter into a Deferred Payment Agreement by the following month's due date. Failure to do so will result in the termination of service.

Chapter 4 - Plumbing Standards and Inspection Requirements

Sec. 4.1 Purpose

(a) In adopting these Rules, it is the intent of the Board of Directors to require the following:

(1) All plumbing work performed within the District must be performed by a licensed plumber except as otherwise exempted under the Texas Plumbing License Law. All plumbing work installed by a licensed plumber must be installed in compliance with the Uniform Plumbing Code, except as amended by the Board in response to local conditions;

(2) All plumbing work installed by a licensed plumber within the District must be inspected by a licensed plumbing inspector to ensure compliance with the Uniform Plumbing Code;

(3) The District shall employ or contract with all licensed plumbing inspectors who inspect plumbing work within the District;

Sec. 4.2 Definitions

For purposes of these rules, the following definitions shall apply:

(a) "Plumbing" means:

(1) All piping, fixtures, appurtenances and appliances for supply or recirculation of water for all personal or domestic purposes in and about buildings where a person or persons live, work or assemble; all piping, fixtures, appurtenances and appliances outside a building connecting the building with the source of water on the premises, or the main in the street, alley or at the curb; or

(b) "Plumbing Inspector" means any person employed by the District or who contracts as an independent contractor with the District for the purpose of inspecting Plumbing work and installations in connection with health and safety laws and ordinances and requirements of the Texas State Board of Plumbing Examiners.

Sec. 4.3 Adoption of Plumbing Code

(a) The District hereby adopts the Uniform Plumbing Code (the "Code").

(b) The District reserves the right to amend any provision of the Code to conform to local concerns that do not substantially vary with the rules or laws of the State of Texas.

Sec. 4.4 Administrative Authority

The District shall act through its Manager as the duly authorized Administrative Authority under the Code. The District's Manager may appoint such assistants, deputies, inspectors, or other employees or consultants as are necessary to carry out the functions of the Code.

Sec. 4.5 Licensing Requirement

(a) Except as provided below, only those persons properly licensed under State law may perform the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of Plumbing within the District.

(b) The following acts, work and conduct shall be expressly permitted without license:

(1) Plumbing work done by a property owner in a building owned or occupied by him as his homestead;

(2) Plumbing work done by an irrigator licensed under Chapter 34, Water Code, or an installer licensed under Chapter 33, Water Code; and

(3) Any other Plumbing acts, work or conduct that may be exempt from licensing under state laws.

Sec. 4.6 Inspection Requirement

(a) The erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of Plumbing within the District must be inspected for conformity with the Code.

(b) In the event that a Plumbing project fails one or more of the inspections, then the Plumbing Inspector shall re-inspect the project as necessary until the project is approved.

Sec. 4.7 New Construction

(a) The District shall not furnish a continuous water supply, or a water supply for any purpose other than construction, until all Plumbing has been inspected and approved by a Plumbing Inspector.

(b) In connection with the construction of a new residence, the following five Plumbing inspections shall be required, in addition to any other inspections required under applicable state, federal or local governmental requirements:

(1) Plumbing Rough

(2) Copper

(3) Top-Out

(4) Yard Line

(5) Final/Cross Connect (which includes the TCEQ customer Service Inspection).

(c) If a new residence includes the construction of a sprinkler system, a sixth inspection will be required in connection therewith.

Sec. 4.8 Inspection Procedures

(a) All Plumbing Inspectors must contract directly with the District.

(b) The District will assign a Plumbing Inspector to each Plumbing project.

(c) The District will pay the Plumbing Inspector for each inspection after completion of the inspection, or as otherwise agreed upon by the District and Plumbing Inspector.

(d) The Inspector will remain with the project until completion. The District reserves the right to replace the Plumbing Inspector during the course of the project.

(e) Plumbing Inspectors must provide a copy of all inspection reports to the District.

Sec. 4.9 Inspection Fees

(a) A person must pay the plumbing inspection fee at the time of submission of an application for water service.

Sec. 4.10 Appeals

Disputes regarding interpretation of the Code may be appealed to the District's Manager.

Enforcement

(a) The District shall not reconnect water service to the property until all inspections (including the CSI) are completed and passed and verification is received by the District.

Chapter 5 - Cross-Connection Control and Prevention

Sec. 5.1 Connection without District Approval Prohibited

It is unlawful for any person to connect to the System without submitting an appropriate application to the District for service, obtaining the approval of the District, and executing an appropriate service agreement.

Sec. 5.2 Right-Of-Way Encroachment

No person shall install or maintain a backflow prevention assembly upon or within any public right-of-way.

Sec. 5.3 Protection required; installation

(a) The backflow prevention assembly protection which is required under this Chapter shall be any of the duly nationally recognized and authorized backflow prevention assemblies listed in the Uniform Plumbing Code, or as otherwise approved by the District

Testing Of Assemblies

(a) All backflow prevention assemblies shall be inspected and tested or caused to be inspected and tested in each of the following circumstances:

- (1) Immediately after installations;
- (2) Whenever the assembly is moved;
- (3) A minimum of once a year;
- (4) Immediately after repairs.

Sec. 5.4 Customer Service Inspection

(a) Pursuant to TCEQ Water System Regulations, a customer service inspection for cross-connection control shall be completed by the District prior to providing continuous water service in each of the following circumstances:

- (1) Water service to a newly constructed facility or previously nonexisting premises.
- (2) Any correction or addition to the plumbing of any facility or premises.
- (3) The District deems it necessary.

(c) Violations

(1) A person commits an offense if there is failure to maintain backflow prevention assemblies in compliance with this Chapter.

(2) A person commits an offense by violating any section of this Chapter.

(d) Penalty. A person who violates any provision of this Chapter is guilty of violating the District's rules and the District is entitled to pursue all criminal and civil remedies to which is entitled under authority of state laws including injunction and civil penalties. Without limitation, a person who violates any provision of this Chapter shall be subject to a penalty in the amount of \$500 per violation.

Chapter 6 - Billing

Sec. 6.1 Water Service Billings

(a) Monthly rates for water services are as set forth in the Rate Order. Charges for water services shall be billed monthly

Sec. 6.2 Charge Distribution and Payment Application

(a) The current billing cycle of the District runs for an approximate thirty day period. Billing shall commence on the date that a meter is installed or "set".

(b) Gallonage Charge is defined as water usage in excess of the water allotment included in the Minimum Monthly Charge and billed at the rate specified in the Rate Order, and shall be billed in one thousand (1,000) gallon increments. (c) Posting of Payments - All payments shall be posted against previous balances prior to posting against current billing.

Sec. 6.3 Payment and Collection

(a) Payments shall be considered timely and not delinquent if the payment is received prior to the due date (15 days following the billing date for service), or payment is received in the overnight depository by 8:00 a.m. the following day. If the due date falls on a weekend or a legal District holiday, such time for payment shall be extended to the next business day.

(b) When payment is not received by the due date, a Late Payment Fee in the amount set forth in the Rate Order.

Sec. 6.4 Billing Cycle Changes

The District reserves the right to change its billing cycles. After a billing period has been changed, the billings shall be sent according to the new cycle unless otherwise determined by the District.

Sec. 6.5 Backbilling

The District may back-bill a customer for up to four (4) years (48 months) for meter errors, incorrect meter readings, errors in computing a customer's bill.

Disputed Bills

The Authorized Representative shall forthwith make and conduct an investigation as shall be required by the particular case and shall report the results to the customer.

Water Meters

(a) Separate Metered Service Required Each parcel, Individual service lines may not cross private lot or property lines.

(b) Multi-family and Other customers Each individual dwelling unit in a new duplex, triplex, or quadraplex must have a separate meter.

(c) Submetering All submetering must be authorized by an Authorized Representative of the District.

(d) Requests for Larger Meter The District will replace a meter at a customer's request if a larger meter is necessary to serve the customer.

Sec. 6.6 Inoperative Meters

Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period the District shall make a charge for estimated water consumption that was not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions.

Bill Adjustment Due to Meter Error

The District shall test any customer's meter upon written request of the customer. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and billing adjustment may be made as far back as six (6) months.

Meter Relocation

(a) Relocation of meters shall be allowed by the District provided that:

(1) An easement for the proposed location has been granted to the District.

(2) The customer pays the actual cost of the meter relocation, plus any administrative fee reasonable imposed by the District.

(3) The customer pays all costs associated with any required extension of service facilities or improvements necessary to provide service to the approved new meter location.

Sec. 6.7 No Free Service

No free service shall be granted to any user for service provided by or through the District's Water System, whether such user be a charitable or eleemosynary institution, a political subdivision, or a municipal corporation, and all charges for water service shall be made as required herein.

Sec. 6.8 Removal of Meters

The District may remove a meter for any of the following conditions:

- i. threatens the purity of the District's water supply;
- ii. If service has been disconnected for nonpayment for more than 60 consecutive days;
- iii. Other circumstances for which the Authorized Representative determines the removal of the meter to be necessary.

Sec. 6.9 Responsibility for Water Leakage

All customers shall be responsible for loss of water and property damage due to leakage in pipes or plumbing on the customer side of the meter.

Billing Adjustments Due to Leaks

(a) The District's Authorized Representative shall determine in his or her sole discretion whether to grant a billing adjustment due to leaks based on consideration of all relevant facts and circumstances.

(b) Upon request by the customer, the adjusted bill can be paid through a deferred payment arrangement to allow equal monthly payments over a period determined by the Authorized Representative and not to exceed 6 month.

Chapter 7 - Non-Standard Service

Sec. 7.1 Purpose

The purpose of this Chapter is to govern agreements and service procedures for individual tracts, subdivisions, additions to subdivisions, or developments where service to more than one tract of land is necessary and/or additional equipment or facilities are required in order to accommodate individual, multiple, commercial, or industrial applicants. For purposes of these Rules, applications subject to this paragraph shall be defined as “Non-Standard Service Requests”.

Sec. 7.2 Non-Standard Service Investigation Fee

At the time the applicant for Non-Standard Service tenders an application for service, a Non-Standard Service Investigation Fee shall be paid to the District for purposes of paying estimated administrative, legal, and engineering fees. In the event such fee is not sufficient to pay all expenses incurred by the District, the applicant shall pay to the District all remaining expenses that have been, or will be, incurred by the District.

Sec. 7.3 Service Availability Letter

Upon receipt of the Non-Standard Service Investigation Fee, the District’s Manager or Engineer will investigate the request for service and determine what improvements to the District’s water system are required to make service available to the property in accordance with the request, and to otherwise determine the terms and conditions on which service may be made available to the property. This information will be set forth in a “Service Availability Letter” sent to the applicant. The Service Availability Letter does not constitute a contract or commitment for the District to provide service, and the District is not obligated to provide service except in accordance with the Non-Standard Service Contract entered into by the parties.

Sec. 7.4 Non-Standard Service Contract

(a) All applicants requesting or requiring Non-Standard Service shall enter into a written contract, drawn up by the District’s Attorney, defining the terms of service prior to construction of required service facilities. The service contract may include, but is not limited to, the following terms and conditions:

(1) Indemnification provisions pursuant to which the applicant will indemnify the District from all claims, damages, costs and lawsuits relating to contemplated project or applicant’s breach of the agreement;

(2) The terms and conditions pursuant to which the District will commence the provision of service, including the final platting of all property that must be platted under the laws of the State of Texas.

In the event that any applicant or developer fails to comply the terms of the non-standard service agreement, or fails to comply with the non-standard service policies set forth herein, the District may refuse to furnish retail service to customers within the affected property.

Sec. 7.5 Conveyance of Infrastructure and Maintenance Bond Requirements

After final inspection by the District of water infrastructure constructed by an applicant pursuant to a Non-Standard Service Contract, the applicant must submit a maintenance bond in the amount of 25% of the costs of the infrastructure for a one-year period, as-built drawings (to be in a format specified by the District), and a Bill of Sale and other conveyance and assignment instruments to be in a form specified by the District's legal counsel for conveyance of all personal property and real property interests constructed by the applicant on behalf of the District pursuant to the Non-Standard Service Contract. The applicant must also furnish to the District the total cost of infrastructure being conveyed (i.e. engineering and construction costs). Upon receipt of the executed conveyance instruments and other information, the matter will be placed on the agenda for the next meeting of the Board of Directors for approval. Service will not be extended to property (i.e. meters will not be set for service) until the conveyance instruments and all associated information are received and approved by the District's Board of Directors.

Sec. 7.6 Line Extensions

The cost of the installation of water lines beyond the existing service lines or the cost of upsizing lines (when necessary) of the District to any residential or commercial user or any undeveloped area within the District shall be the sole responsibility of the customer requesting services. The District reserves the right to determine if line extensions will be performed by the District or by a private contractor.

Sec. 7.7 General Construction Matters

(a) Responsibility for Construction The responsibility for construction of facilities required to make non-standard service available will be set forth in the non-standard service contract. Generally, the applicant will be responsible for construction of all internal facilities located within the subdivision or property that is the subject of the request. The District will generally construct, at Developer's expense, all offsite facilities or improvements to its system that are required to make service available to the property that is the subject of the request. All connections and reconnections (including taps) to the District's System shall be made by an Authorized Representative unless prior written approval is received from the District.

(b) Plans and Specifications All facilities to be constructed must be designed by a professional engineer licensed in the State of Texas at the applicant's expense. The District must approve the plans and specifications prior to the commencement of construction. The applicant must provide payment to the District for review of each set of plans and specifications reviewed by the District's engineer. Construction plans and specifications shall be strictly adhered to, but the District reserves the right to change order any specifications, due to unforeseen circumstances during the design or construction of the proposed facilities, or as otherwise authorized by applicable laws, to better facilitate the operation of the facility. All expenses and costs associated with a change order shall be charged to the applicant.

(c) Insurance and Bonding The contractor shall provide adequate certificates of insurance demonstrating the types and amounts of insurance specified by the District. The contractor shall also provide payment and performance bonds in a form approved by the District.

(d) Notification The applicant shall notify the District at least two (2) weeks in advance of commencing with construction. The applicant or contractor is required to give the District forty-eight (48) hours advance notice before making any tap into the District's water or sewer lines. The District will provide a supervisor to oversee the tapping of District lines. The District may require that any lines that are covered without prior District approval be uncovered for inspection.

(e) Testing

(i) Prior to acceptance of any facilities, the District shall perform one bacteriological test per fifteen hundred feet of water line or as otherwise determined by the engineer.

(ii) The applicant shall provide the District with pressure test results of all lines. The applicant shall notify the District forty-eight (48) hours prior to the pressure test. The District will provide a supervisor to oversee the pressure test.

(f) As-Built Drawings The applicant must provide the District with three complete sets of reproducible as-built engineering drawings in the format specified by the District. In addition, the applicant shall furnish one mylar copy of the as-built drawings, one AUTOCAD version of the as-built engineering drawings, and one ARC-INFO file showing GPS locations for all installed pipes, valves, meters, water connections, sewer connections, and other major appurtenances as specified by the District. In addition, the developer's engineer must provide a cross-reference file relating street addresses to water meter connection GPS locations.

Sec. 7.8 Payment for Construction Costs

(a) Oversizing

(i) The applicant shall be responsible for the costs of improvements to the District's System, and all such improvements must be designed in accordance with and sized according to the District's standards and specifications. By way of example and not in limitation, all distribution lines in new subdivisions must have a minimum diameter of 6 inches, and all facilities constructed within the City of Austin's extraterritorial jurisdiction shall be designed and sized in accordance with the City's municipal standards.

(ii) The District may require the installation of oversized mains and related facilities beyond the District's minimum standards and specifications. Any requirements for oversizing will be set forth in the Non-Standard Service Contract. Oversized projects must be competitively bid.

(a) Reimbursement for oversized construction costs will be calculated based on the incremental cost of the oversized construction. The incremental cost for mains will be equal to the differential between alternative bids obtained for the standard size main and the oversized main.

Sec. 7.9 Minimum Line Sizes and Pipe Materials in Subdivisions

- (a) Pipes shall be comprised of the following materials:
- i. Less than 3-inches in diameter – Schedule 80 Class 250 or District approved equal
 - ii. Greater than 3-inches in diameter and 12” or less in diameter – PVC 900 Class 250, or District approved equal
 - iii. Greater than 12-inches in diameter – Ductile Iron Pipe, Class 350 with heavy body fittings and mega-lugs or District approved equal
- (b) The District’s Authorized Representative shall have the authority to modify the minimum line sizes and pipe materials specified in these Rules based on relevant facts and circumstances.

Sec. 7.10 Metering Dedicated Fire Protection Lines

- (a) All dedicated fire protection lines shall be metered to allow the District to identify any unauthorized use or consumption of water from such lines.
- (b) The installation of a double check detector assembly of a type and design approved by the District.

Chapter 8 - Fees and Deposits

Sec. 8.1 Non-Refundable

Unless specifically provided for in these Rules, all fees, rates, and charges shall be non-refundable.

Sec. 8.2 Notice of Change in Rates

The District will give written notice of water or sewer rate changes by mail, hand delivery, or newspaper publication to all affected customers at least thirty (30) days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the District representative designated to address inquiries about the rate change. Failure of the District to give the notice shall not invalidate the changed rate or any change based on the changed rate.

Sec. 8.3 Easement Fee

When the District determines that private right-of-way easements and/or facilities sites are necessary to provide service to an applicant for non-standard service, the applicant shall be required to secure easements on behalf of the District and/or pay all costs incurred by the District.

Sec. 8.4 Tap Fee

The District shall charge a fee for construction, installation or inspection of a tap to the District’s facilities. The amount of the fee shall be determined by the Board of Directors of the

District from time to time, set forth in the Rate Order, and shall not exceed three times the actual and reasonable costs to the District for such tap or connection.

Sec. 8.5 Impact Fee

The Board of Directors of the District may adopt an impact fee from time to time in accordance with the requirements set forth in Chapter 395 of the Local Government Code.

Sec. 8.6 Service Charge

The Board shall charge a fee to any customer that makes a service request to the District for a matter that is the customer's responsibility. The amount of the service charge is established at \$50.00.

Sec. 8.7 After Hour Connect/Reconnect Charge

There shall be an After Hour Connect/Reconnect Charge for connection/reconnections requested by a customer after 3:00 p.m. or on weekends and District holidays. This charge is in addition to any other charges already accrued, and is applicable to utility meter connects and reconnects taking place. The amount of the charge shall be set forth in the Rate Order.

Chapter 9 - Appeals and Violations

Sec. 9.1 Appeal to Board of Directors

Any person aggrieved by the action of the Authorized Representative in administering the provisions of these Rules may appeal to the Board of Directors of the District. The decision of the Board of Directors shall be final.

Sec. 9.2 Grievance Procedures

(a) Any customer of the District shall have an opportunity to voice concerns or grievances to the District by the following means and procedures:

(1) By presentation of concerns to the District's Authorized Representative staff member for discussion and resolution. If not resolved to the satisfaction of the aggrieved party, then

(2) By presenting a letter of request for a hearing before the Board of Directors. The letter shall state the individual's desired business before the Board and the desired result.

(3) The President of the Board of Directors shall review the request and determine the best means by which the complaint shall be resolved.

(4) The President shall further determine a reasonable time and place of all hearings, but not beyond forty-five (45) days after the date of receipt of the letter of complaint.

(5) The Board of Directors, or any committee thereof, and/or legal counsel shall hear the complaint as directed by the Board.

(6) Any hearings by committees or staff delegated to hear complaints shall report its recommendations to the full Board for a decision by the Board.

(7) The Board of Directors shall act upon the information available and direct the President or other representative to respond to the complaint by communicating the Board's decision in writing.

Sec. 9.3 Penalties and Violations

The District is authorized to pursue all criminal and civil remedies to which it is entitled under the laws of the State of Texas against any person who is found to have violated any provision of these Rules. All violations for which a penalty is not specifically identified in these Rules shall be subject to a penalty in the amount of \$100 per violation.

Chapter 10 - Landscape Conservation Specifications for New Construction

Sec. 10.1 Landscape Specifications

The developers of all new subdivisions within the District shall be subject to those certain Drought Tolerant Landscape Specifications set forth in Appendix A attached hereto (the “Landscaping Specifications”). The Non-Standard Service Contract setting forth the terms and conditions pursuant to which the District will furnish water service to homes within new subdivisions will obligate the developer to require builders within each subdivision to comply with the Landscape Specifications.

Appendix A – Drought Tolerant Landscape Specifications

General

These guidelines are intended to provide builders and homeowners with a well designed, water efficient landscape. The four major components that increase landscape sustainability are: adequate quantity of high quality **soil**, implementation of efficient **irrigation**, appropriate **plant choices**, and proper **plant placement**. **All four components are necessarily to have a truly drought tolerant, water efficient landscape.**

Note: These guidelines specifically addresses front yards installed in new homes. However, following these specifications in other areas of the yard will enhance landscape sustainability and success.

Soil and Mulch

- A. In areas that are to be planted, there shall be no less than **6 inches** of high quality topsoil.
- a. Topsoil shall be native soil from the site, or fertile, friable, blended soil/compost blend. Topsoil shall not be of any admixture of subsoil or slag and shall be free of stones over 1 ½ inches in diameter, lumps, refuse, plants or their roots, sticks, noxious weeds, salts, soil sterilants or other material that is detrimental to plant growth. If topsoil is delivered, it shall be obtained from a well-drained site that is free of flooding. Topsoil shall not be delivered or used while in a muddy condition.
 - b. Non-native topsoil shall contain not less than 25 percent organic matter (compost) that is blended through the soil.
 - c. Topsoil that is added to the site shall be incorporated into existing surface in a two to three-inch scarified transition layer to enable water to drain adequately through the different types of soil. Do not scarify within drip line of existing trees to be retained.
- B. All areas planted with trees, perennials and shrubs shall be finished with a **2 to 4 inch deep** layer of high quality 50/50 blend of organic mulch and compost blend.
- a. Wood chip mulch shall be clean wood chips free of man-made debris, shredded into coarse pieces ranging in size from 1 inch to 3 inches.
 - b. Rock mulch shall be used in planting beds only as a temporary mulch until full plant coverage is achieved, or as permanent mulch in areas with native shrubs and perennials.

Irrigation

Automated irrigation systems shall not be required in any new landscape. However, if irrigation is installed it shall meet the guidelines outlined below.

- A. All irrigation systems shall be installed in accordance with state law, Title 2 Texas Water Code, Chapter 34 and Title 30 Texas Administrative Code, Chapter 344 rules, as regulated and enforced by the Texas Commission on Environmental Quality (TCEQ). Irrigation contractors who install the irrigation system must be a TCEQ Licensed Irrigator.
- B. Areas planted with turf shall be on separate zones from areas planted with shrubs, trees or perennials
- C. Hydrozoning of all areas that are irrigated automatically will be scheduled with plants with similar watering needs
- D. All irrigation of landscaped areas will be irrigated with drip excluding turf. Turf can be irrigated with drip, but it is not required.
- E. All automatic irrigation systems are required to have a rain sensor, a soil moisture sensor or a weather sensor connected to an irrigation controller in order to stop the irrigation cycle during and after a rainfall event. Rain sensors are to be installed in a location where rainfall is unobstructed. We recommend that rain sensors are adjusted at the one-fourth-inch setting.
- F. Sprinkler irrigation is prohibited in median strips, parking islands and all landscape areas less than 10 feet from curb to curb or 10 feet in width. Areas less than 10 feet curb-to-curb or 10 feet in width can be irrigated with low volume irrigation. Low-volume irrigation (subsurface drip irrigation or drip irrigation) shall be installed in long landscape strips less than 10 feet in width to avoid runoff and overspray onto the hardscape.
- G. All new residential irrigation systems are required to have pressure regulation where static operating pressure exceeds the sprinkler manufacturer's recommended operating range. These may include in-line pressure regulators, flow control valves, or sprinkler devices equipped with pressure regulation stems or nozzles. Extensive misting due to high pressure wastes water.
- H. Irrigation systems are to have a controller that features multiple start times, rain sensor capability, a water budget feature, and a non-volatile memory in case of power outage.
- I. Scheduling recommendations shall be posted inside or immediately near the controller enclosure box for easy reference.
- J. Homeowners shall be provided with a complete irrigation plan (or as-built drawing) that describes the location of each irrigation zone, control valves, and sprinkler devices.
- K. Sprinkler systems shall be designed with no overspray onto the hardscape.
- L. Sprinkler zones located at the bottom of sloped terrain along curbs, sidewalks, driveways, and other hardscapes should be equipped with devices that prevent low-head drainage after

the sprinkler zone is turned off. In-line check valves and sprinkler heads with check valves already installed will help prevent low-head drainage.

Plant Choice

- A. No more than 50% of the planting area in the front yard shall be planted in turf.
- B. Plants used must be native and drought tolerant.
- C. Invasive Plants. Invasive plants listed in the August 2103 Edition of the Grow Green Native and Adapted Landscape Plant Guide shall not be used. Use <http://austintexas.gov/department/grow-green/plant-guide> as a reference.

Plant Prepping

- A. The hole dug for the plant or tree should be 2-3 times wider than the container or root ball that the plant is being stored in. This insures water is able to be absorbed by the plant's roots.
- B. Make sure that the existing soil has been blended with compost before the sodding or seeding with the recommended turfgrass.

Maintenance

- A. Replenish mulch/compost blend at minimum every two years and is recommended in the fall and spring
- B. Aerate your turfgrass within the first year of construction and twice a year after that (October 1 and March 1)
- C. Topdress turfgrass areas with quality compost twice a year (October 1 and March 1) at a depth of ¼ inch to 1/2 inch following the aeration and drag or rake it into the canopy and aeration holes.
- D. Make sure to set the automatic irrigation system back to a normal schedule after the establishment period

Plant Placement and Spacing

Proper plant placement and spacing is critical to plant health and long-term landscape quality. Plant placement too close to buildings can cause problems with plant disease, as well and insect and structural problems. Proper plant spacing ensures good air flow and room for plants to mature without crowding.

- A. Shade Trees shall be planted no closer than
 - a. 15 feet from any building
 - b. 25 feet from any aboveground utility line
 - c. 10 feet from any paved surface
 - d. 5 feet from underground utilities

- B. Ornamental Trees shall be planted no closer than
 - a. 10 feet from any building
 - b. 10 feet from any paved surface
 - c. 5 feet from underground utilities

- C. Large Evergreen Shrubs: center of plant shall be no closer than
 - a. 5 feet from any building
 - b. 5 feet from any paved surface
 - c. 5 feet from other plants

- D. Large Deciduous Shrubs: center of plant shall be no closer than
 - a. 5 feet from any building
 - b. 5 feet from any paved surface
 - c. 5 feet from other plants

- E. Small Evergreen Shrubs: center of plant shall be no closer than
 - a. 3 feet from any building
 - b. 3 feet from any paved surface
 - c. 3 feet from other plants

- F. Small Deciduous Shrubs: center of plant shall be no closer than
 - a. 3 feet from any building
 - b. 3 feet from any paved surface
 - c. 3 feet from other plants

- G. Evergreen Perennials: center of plant shall be no closer than
 - a. 2 feet from any building
 - b. 2 feet from any paved surface
 - c. 2 feet from other plants

- H. Herbaceous Perennials: center of plant shall be no closer than
 - a. 2 feet from any building
 - b. 2 feet from any paved surface
 - c. 2 feet from other plants

- I. Groundcovers shall be spaced no closer than 1 foot on center.

- J. Hydrozoning: Only shade tolerant plants shall be placed in shaded areas, and plants requiring full sun shall be placed in areas receiving at least 6 hours of sun per day.

- K. If the backfill is native soil it must contain at least 15% organic matter and if it does not then it needs to be amended with at least 20% quality compost.