

# **HAYS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1**

## **RULES AND REGULATIONS**

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ADOPTED: MAY 8, 2025

## SECTION 1: GENERAL PROVISIONS AND DEFINITIONS

**1.01. Authority and Purpose.** These Rules are adopted pursuant to the act creating the District, Texas Water Code Chapters 11, 49, 51 and 54, and 30 Texas Administrative Code § 293, Subchapter J, providing authority to adopt and enforce bylaws, rules and regulations to (1) secure and maintain safe, sanitary and adequate plumbing installations, connections and appurtenances; (2) preserve the sanitary condition of water controlled by the District; (3) prevent waste or the unauthorized use of water controlled by the District; (4) regulate privileges on land and easements of the District; (5) provide and regulate a safe and adequate freshwater distribution system; (6) provide for the supply, use, distribution and payment for water; and (7) establish reasonable civil penalties for breach of these Rules. Fines and civil penalties are established pursuant to Texas Water Code § 49.004 and § 49.212. These Rules may not be construed to limit, restrict, or deprive the District or the Board of any exercise of any power, duty, or jurisdiction conferred by the legislation and orders creating the District, Chapters 49, 51 and 54 of the Texas Water Code, or any other applicable law or statute.

**1.02. Effect of Rules; Effective Date.** Pursuant to Texas Water Code § 51.128 and § 54.206, these Rules shall be recognized by the courts as if they were penal ordinances of a city. Upon adoption by the Board, a condensed substantive statement of these Rules, and the penalties for their violation, shall be published once a week for two consecutive weeks in one or more newspapers with general circulation in the area in which the District is located. These Rules shall become effective five (5) days after publication of notice.

**1.03. Amendment of Rules.** The Board may amend or revoke these Rules or adopt new Rules at a meeting of the Board held in compliance with the Texas Open Meetings Act.

**1.04. Singular and Plural.** Unless the context otherwise requires, defined terms and phrases expressed in the singular include the plural and *vice versa*.

**1.05. Headings and Captions.** Headings and captions are included for reference only, and do not affect in any way the meaning or interpretation of these Rules.

**1.06. Severability.** If any provision of these Rules or their application to any Person or circumstance is held invalid or unenforceable, the invalidity does not affect other provisions or applications of the Rules which can be given effect without the invalid provision or application, and to this end the provisions of the Rules are severable.

**1.07. Definitions.** Capitalized terms and phrases will have the meaning ascribed to them this Section 1.07. Other terms and phrases are defined elsewhere within the text of these Rules and shall have the meaning ascribed to them therein throughout this these Rules.

### **(a) General Definitions**

(1) District means Hays County Water Control and Improvement District No. 1, a conservation and reclamation district and a political subdivision of the State of Texas, organized as a water control and improvement district under the provisions of Article XVI, Section 59, Texas Constitution, and possessing the rights and powers enumerated by Chapters 49, 51, and 54 of the Texas Water Code.

(2) District Facility means tangible real and personal property of the District, including any plant, equipment, means, recreational facility as defined by Section 49.462 of the Texas Water Code, or an instrumentality owned, leased, operated, used, controlled, furnished, or supplied for, by, or in connection with the business or operations of the District. The term specifically includes a reservoir or easement of the District.

(3) District Systems means the Water System, Wastewater System, Reclaimed Water System, and all drainage, stormwater and water quality systems and facilities of the District.

(4) District 2 means Hays County Water Control & Improvement District No. 2, a conservation and reclamation district and a political subdivision of the State of Texas, organized as a water control and improvement district under the provisions of Article XVI, Section 59, Texas Constitution, and possessing the rights and powers enumerated by Chapters 49, 51, and 54 of the Texas Water Code. District 2 shall not be considered a "Customer" of the District with respect to any joint facilities or Services that are governed by separate agreements between the District and District 2.

(5) GPD means Gallons Per Day.

(6) LCRA means the Lower Colorado River Authority or any successor or successors exercising any of its duties and functions.

(7) Legal Requirement means a requirement or provision of any federal, state or local law, the regulations of the TCEQ and the PUC, and any permits, licenses, memoranda or orders issued or adopted from time to time by any federal, state, or local governmental authority having jurisdiction over the District, a Service provided by the District, the District Facilities, real property located within the political boundaries of the District, or water quality or drainage within the political boundaries of the District.

(8) Living Unit Equivalent or LUE means a single unit of water or wastewater service, defined as the typical flow (in gallons per day) that would be consumed or produced, as applicable by a Single Family Residence. The number of LUEs needed for a Connection shall be determined in accordance with the methodology, calculations, and procedures used by the WTCPUA for determining LUE conversions by land use that are in effect at the time application for a Connection is made.

(9) Person means a natural person, corporation, partnership, company, proprietorship, trust, government agency, municipality, political subdivision, association, other public or private organization entity of any character, or any legal representative thereof.

(10) Plumbing Code means Chapter 6 of the Uniform Plumbing Code entitled "Water Supply and Distribution" as published and amended from time to time by the International Association of Plumbing and Mechanical Officials, which is hereby adopted as the District's plumbing code pursuant to Texas Water Code § 54.2052.

(11) Project is defined in Section 7.02.

(12) PUC means the Public Utility Commission of Texas, or any successor agency exercising any of its duties and functions with respect to retail public utilities.

(13) Rate Order means the order adopted by the Board establishing service policies, terms and conditions of service, and all rates, charges, deposits, surcharges and other fees and rentals of the District, as amended from time to time.

(14) Rules means these Rules and Regulations of the District.

(15) Service means a benefit or service provided by the District. Without limiting the generality of the foregoing, the term "Service" specifically includes the following: (1) Water Service, Wastewater Service, or Solid Waste Disposal Service provided by the District; (2) Reclaimed Water Service; (3) the use of District Real Property or other facilities owned, leased, operated or maintained by the District, as authorized by the District; and (4) the temporary or permanent use of water quality, drainage, and stormwater detention facilities owned, leased, operated or maintained by the District as authorized by the District.

(16) TCEQ means the Texas Commission on Environmental Quality, or any successor agency exercising any of its duties and functions with respect to conservation and reclamation districts.

(17) Violation means a failure to comply with the District's Rules.

(18) Wastewater Control Order means the Wastewater Control Order duly adopted by the District on July 14, 2016, as may be amended.

(19) Water Conservation and Drought Contingency Plan or WCDCP means the District's duly adopted Water Conservation and Drought Contingency Plan, as amended.

(20) WTCPUA means the West Travis County Public Utility Agency, or any successor or successors exercising any of its duties and functions.

**(b) Additional Definitions – District Representatives**

(21) Board means the board of directors of the District, which is the District's governing body.

(22) Committee means a committee appointed by the Board and comprised of less than a quorum of the full membership of the Board.

(23) Director means a duly appointed or elected member of the Board.

(24) District Engineer means a licensed engineer or engineering firm that has entered into a contract with the District to design District facilities, review plans and perform inspections on behalf of the District, and/or perform any other engineering services.

(25) District Manager means the person or firm that is: (1) under contract with the District to perform management and administrative duties as designated by the Board; or (2) an employee of the District designated by the Board as the District Manager. The term "District Manager" includes any designee of the District Manager.

(26) District Operator means the person or firm that is under contract with the District to operate and maintain the District's Systems, report monthly to the District on the operations of the District's Systems and perform any additional services as set forth in the contract with the District.

(27) District Representative means a representative, agent or employee of the District acting on behalf of the District pursuant to authorization from the Board, the District Manager or the District Operator.

**(c) Additional Definitions – Customers**

(28) Customer means any Person provided with any temporary or permanent retail Service by the District. For clarity, a Person residing in a duplex, apartment, condominium or other multifamily residential building within the District is not a Customer of the District unless the unit within which the Person resides is an Individually Metered Dwelling Unit.

(29) Applicant means a Person requesting any Service, service commitment or other approval from the District.

(30) Builder means a Person that constructs or proposes to construct one or more Single Family Residences within the District.

(31) Contractor means any Person performing any contracted services within the political boundaries of the District, including without limitation: (a) landscapers, irrigators, pool builders, plumbers, electricians, carpenters, and other tradesmen; or (b) any Person that performs site development work, installs or constructs infrastructure or utilities, constructs a building or portion thereof, or performs maintenance, construction, repair or landscaping services on behalf of a Developer, Builder or other Customer.

(32) Developer means any Person meeting the definition stated in Texas Water Code § 49.052(d), Texas Water Code § 54.238, an opinion of the Office of the Attorney General of the State of Texas or a published opinion of a court of the State of Texas interpreting either such statute, or a Person proposing or engaging in development of subdivision infrastructure, roads, or one or more residential or non-residential lots or buildings.

(33) Development Activity is defined in Section 7.02.

(34) Non-Standard Customer means a Customer receiving Service from a Non-Standard Connection to a District System.

(35) Standard Customer means a Customer receiving Service from a Standard Connection to a District System.

(36) Reclaimed Water User means a Person utilizing Reclaimed Water for a beneficial use in accordance with the requirements of 30 Tex. Admin. Code § 210.

(d) **Additional Definitions – Connections**

(37) Connection means a physical connection to a District System.

(38) Individually Metered Dwelling Unit means one or more rooms rented for use as a permanent residence under a single verbal or written rental agreement and served by a utility meter that belongs to the District and measures Service only for that unit.

(39) Non-Standard Connection means any Connection that is not a Standard Connection, including without limitation a Connection to a duplex, apartment, condominium or other multifamily residential building, a commercial, industrial, civic, agricultural, public school, private school, institutional or recreational facility or property, or any other development or Project that does not constitute a Single Family Residence or Individually Metered Dwelling Unit.

(40) Standard Connection means a Connection to a Single Family Residence or Individually Metered Dwelling Unit.

(41) Service Connection Location means a location at which any component of the District's System is physically connected to a Customer's facilities in order to obtain Service from the District.

(42) Single Family Residence means a single detached house suitable for use as a permanent residence with separate means of ingress and egress, a single detached condominium unit that is suitable for use as a permanent residence and served by a utility meter that belongs to the District, or a single townhome that is suitable for use as a permanent residence and served by a utility meter that belongs to the District.

## **SECTION 2: REGULATION OF PRIVILEGES ON DISTRICT PROPERTY**

**2.01. Statement of Authority and Policy.** The District has express statutory authority to adopt and enforce rules and regulations to regulate privileges on any District Real Property (as defined in Section 2.02(a)). District Systems, which the District is obligated to safeguard and protect, are often located on or beneath District Real Property, including service and collection mains, service lines, irrigation systems and other facilities. Moreover, District Recreational Facilities are maintained for the benefit of all residents of the District and are not intended for the exclusive use or benefit of any individual resident.

**2.02. District Real Property Definitions.** Capitalized terms and phrases will have the meaning ascribed to them in this Section 2.02.

(a) District Real Property means any land or any easement owned or controlled by the District, and includes, without limitation, District Greenbelt Property, District Parks, District Trails, District Recreational Facilities, and land on which District Facilities are located (including drip irrigation fields and beneficial reuse irrigation areas).

(b) District Greenbelt Property means a platted Lot or other real property that is owned or controlled by the District and maintained in a generally native state. District Trails, ponds and other facilities may be located on or within District Greenbelt Property.

(c) District Park means a park owned, operated or maintained by the District.

(d) District Recreational Facility means a District Park, landscaping, parkway, District Greenbelt Property, sidewalk, District Trail, public right-of-way beautification project, and/or recreational equipment and facilities that are owned, leased, licensed, operated or maintained by the District. The term includes associated street and security lighting.

- (e) District Trail means a path or trail owned, operated or maintained by the District.
- (f) E-bike means an electric bicycle as defined in Section 664.001 of the Texas Transportation Code.
- (g) EPAMD means an "electric personal assistive mobility device" as defined in Section 551.201 of the Texas Transportation Code (e.g., a Segway).
- (h) Heavy Equipment means a tractor-trailer, excavator, bulldozer, dump truck, crane, lift truck, forklift, or any other heavy machinery or equipment.
- (i) Motor Vehicle means a self-propelled vehicle in, upon, or by which a person or property is or may be transported or drawn on a road or highway.
- (j) Other Vehicle means a vehicle or device of transport other than a Motor Vehicle, bicycle, E-bike or EPAMD. For the avoidance of doubt, a device meeting the definition of a golf cart, moped, motorcycle, motor-assisted scooter, pocket bike, neighborhood electric vehicle, all-terrain vehicle, utility vehicle or off-highway vehicle under Texas law constitutes an Other Vehicle under these Rules.

### **2.03. Unauthorized Entry or Use of District Real Property.**

- (a) The entry upon or use of District Real Property is prohibited except as follows:

- (1) Use of District Greenbelt Property for walking, hiking, jogging and similar recreational activities;
- (2) Use of District Recreational Facilities in compliance with Section 2.05;
- (3) Use of District Trails for walking, hiking and jogging;
- (4) Use of District Trails for riding bicycles in compliance with Section 2.06; and
- (5) Use of District Trails with a decomposed granite surface for riding E-bikes and EPAMDs (e.g. Segways) in compliance with Section 2.06.

Any other entry upon or use of District Real Property is a Violation of these Rules. For the avoidance of doubt, the use of District Greenbelt Property for riding bicycles and E-bikes is prohibited, and the use of District Greenbelt Property or natural surface District Trails for riding E-bikes is prohibited.

- (b) ***Without limiting the foregoing, the use of District Real Property (including District Greenbelt Property) for project access or staging, storage of equipment or materials, or any activities involving the use, operation or parking of Heavy Equipment, a Motor Vehicle or any Other Vehicle is strictly prohibited and is subject to an increased fine amount as set forth in Section 8.*** The Board finds that an increased fine amount is warranted because violations involving such uses are more likely to result in damage to District Facilities and/or injury to the public.

- (c) Violation of this Section 2.03 will result in immediate issuance of a fine as set forth in Section 8. In addition, if the Violation is not abated immediately, the Violation may be reported to local law enforcement authorities pursuant to Texas Penal Code § 30.05 (Criminal Trespass) and additional fines in the amounts set forth in Section 8 will be issued each day for as long as the Violation continues.

### **2.04. Other Prohibited Activities – All District Real Property.** Absent prior written approval from the Board or an authorized District Representative, the following acts are expressly prohibited:

- (a) Accessing or entering upon District Real Property, except for use of District Parks during operating hours and use of District Trails and District Greenbelt Property as authorized expressly by the District or these Rules;
- (b) Entry or swimming in drainage facilities or water quality ponds owned, operated or maintained by the District;
- (c) Use, operation or parking of a watercraft or aircraft on District Real Property;

(d) Placement, storage or failure to remove of any materials, refuse, equipment or any other personal property on any District Real Property;

(e) Dumping or disposal of trash, Construction Debris, lawn trimmings or any other refuse on any District Real Property;

(f) Possession or use of fireworks on any District Real Property, or shooting fireworks onto any District Real Property;

(g) Removal, alteration, clearing, cutting, or disturbance of trees and other vegetation on any District Real Property;

(h) Planting of trees or installation of other vegetation or landscaping on District Real Property;<sup>1</sup>

(i) Construction, installation or placement of any building, fixture or other object that encroaches on District Real Property; and

(j) Removal, alteration, modification, or disturbance of District Real Property or improvements, fixtures, equipment, and materials located on or beneath District Real Property.

## **2.05. District Recreational Facilities.**

(a) **Rules of Conduct for Use of District Recreational Facilities.** The Board adopts the following rules to be observed at all times by Persons using District Recreational Facilities.

1. No alcoholic beverages, illegal drugs or other controlled substances.
2. No smoking, vaping, or use of e-cigarettes.
3. No glass materials or containers.
4. No camping, loitering or overnight parking.
5. No fire or fireworks.
6. No pets or other domesticated animals are allowed without a leash or other appropriate restraint device.
7. No equine, livestock or dangerous animals are allowed.
8. No dangerous weapons or devices (except as expressly permitted by firearm laws of the State of Texas).
9. No hunting or trapping.
10. No removal or destruction of trees, plants or other natural resources.
11. No planting of trees, plants or other vegetation.
12. No littering or dumping.
13. No use or parking of Motor Vehicles (except in designated parking areas).
14. No loud music or other sound in excess of 85 decibels when measured at the source.
15. No vandalism, defacement, or removal of District property or signs.
16. No disorderly conduct, disruptive behavior, or otherwise offensive acts. Fighting, profane or abusive language, hate speech, nudity, and public intoxication are prohibited.

(b) **Hours of Operation.** District Recreational Facilities are open to the public daily from sunrise until sundown; provided, however, that District Trails and sidewalks may be used for walking or jogging at any time. Refusal by any

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<sup>1</sup> In addition to any other penalties imposed, trees, vegetation and landscaping planted or installed in violation of this Rule may be removed by the District.

Person to immediately vacate a District Recreational Facility that is closed to the public constitutes a Violation of these Rules.

(c) **Reservation of District Recreational Facilities.** The District Manager is authorized, upon consultation with the appropriate Board Committee, to reserve District Parks and related District Facilities for uses consistent with these Rules for limited periods of time. The District Manager may require the requesting Person to execute a use or rental agreement on a form approved by the Board, pay applicable fees and charges, or impose such other reasonable conditions as are appropriate for the circumstances surrounding the requested use.

(d) **Recreational Facility Closures.** The District Manager may close a District Recreational Facility for maintenance, repairs, safety considerations or any other reason. Accessing a District Recreational Facility while it is closed is expressly prohibited.

## **2.06. Vehicle Use.**

(a) **Bicycles.** Bicycles are permitted only on District Trails for exercise and recreational purposes and only during daytime hours. Bicycles are **not** permitted on District Greenbelt Property or any other District Real Property. Bicyclists must exercise due caution and take care to avoid contacting, impeding or injuring pedestrians and other trail users. Speed is limited to 10 miles per hour.

(b) **E-bikes and EPAMDs.** E-bikes and EPAMDs (e.g. Segways) are permitted only on District Trails that have a decomposed granite surface and only during daytime hours. E-bikes and EPAMDs are **not** permitted on other District Trails (i.e. nature trails), District Greenbelt Property, or any other District Real Property. Operators must exercise due caution and take care to avoid contacting, impeding or injuring pedestrians and other trail users. Speed is limited to 10 miles per hour.

(c) **Motor Vehicles; Other Vehicles.** In accordance with Section 2.03, the use or operation of Heavy Equipment, a Motor Vehicle or any Other Vehicle (including without limitation golf carts and all-terrain vehicles) on any District Trail is prohibited.

**2.07. Drones and Unmanned Aircraft.** The District does not regulate operation of drones or unmanned aircraft (as such term is used in Texas Gov't Code Chapter 423). The District does not enforce applicable laws and regulations of the State of Texas or the Federal Aviation Administration.

## **SECTION 3: SECURITY AND PROTECTION OF DISTRICT SYSTEMS**

**3.01. Statement of Authority and Policy.** The District has express statutory authority to adopt and enforce rules and regulations to provide and regulate a safe and adequate Water System, preserve the sanitary condition of all water controlled by the district, prevent waste or the unauthorized use of water controlled by the District, and secure and maintain a safe, sanitary, and adequate Wastewater System. The District has substantial interests in the sustaining taxable property values within the boundaries of the District and the maintenance and protection of District Facilities utilized in providing services to the District.

**3.02. Prohibited Activities Within Boundaries of District.** Absent prior written approval from the Board or an authorized District Representative, the following activities are expressly prohibited within the boundaries of the District:

- (a) Blasting, burning, welding and any other activities involving the ignition of explosive or combustible materials;
- (b) Drilling, construction or use of a water well;
- (c) Installation or use of private on-site wastewater holding and treatment facilities (including septic tanks); and



- (d) Activities that violate property restrictions applicable to real property.

### **3.03. Access to Property within District.**

(a) **Deemed Consent.** By application for Connection to a District System, an Applicant is deemed to grant to the District and applicable District Representatives permission to access the Service Connection Location, the Water Meter, the Water Service Line, the Wastewater Service Line, and any area necessary for such installation, operation, maintenance and repair activities as are reasonably necessary.

(b) **Statutory Right of Access.** District Representatives are entitled to enter any public or private property within the boundaries of the District or adjacent to any reservoir or other property owned by the District at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any Rule, regulation, permit, or other order of the District (including the Rate Order). District Representatives acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection and shall notify any occupant or management of their presence and shall exhibit proper credentials.

(c) **Obstruction of Work Areas.** The District will have the right to refuse to make or install a Connection, in the opinion of the District's Engineer or District Manager, if the work area is obstructed by Construction Debris (as defined in Section 7) or the work area is not completed or finished to grade. When sidewalks, driveways or other improvements have been constructed prior to application for Service, an Applicant's application for Service is deemed to constitute the Applicant's waiver of a claim for any damages to such improvements resulting from the reasonable actions of the District's Operator in installation of the requested Connection. After a Water Meter has been set or a fire hydrant meter installed, the Customer shall at all times keep the area in, around and upon such facilities, and the District's easements and property under the Customer's control, free from obstructions of any kind, including Construction Debris and shrubbery.

**3.04. Unauthorized Connections.** Absent the prior written approval of a District Representative, all Connections, including all Water Taps and Wastewater Taps, shall be made and installed by or under the supervision of the District Operator. Any Connection installed in violation of this Section 3.04 shall be subject to immediate disconnection or removal, in the discretion of the District Manager. Any failure to comply with this Section 3.04 shall constitute a Violation and shall be subject to an immediate fine as set forth in Section 8.

**3.05. Tampering with District Systems.** Absent the prior written approval of a District Representative, a Person commits a Violation if the Person intentionally or knowingly modifies, adjusts or tampers with any facilities that are part of a District System. Without limiting the generality of the foregoing, the following activities are expressly prohibited: (1) any interference with proper operation of a District System; (2) obstruction of access to a District System; (3) diverting water from passing through a Water Meter; (4) preventing Service consumption from being correctly registered by a metering device; and (5) unauthorized modification, removal or relocation of District Facilities that are part of a District System. A Violation of this Rule may also be reported to applicable authorities for prosecution pursuant to Texas Penal Code § 28.03 (Criminal Mischief).

**3.06. Damage to District Facilities.** The destruction, defacement, damage to or interference with District Facilities or property is prohibited. A Person who willfully destroys, defaces, damages, or interferes with District Facilities or property will be reported to applicable authorities for prosecution pursuant to Texas Water Code § 49.228. Damage will be repaired by the District at the expense of the offending Person.

**3.07. Other Prohibited Activities.** Absent prior written approval from the Board or an authorized District Representative, the following acts are expressly prohibited:

(a) Inserting, injecting, draining or discharging into any sewer, manhole, catch basin, flush tank, or other facility that is a part of a District System any debris or foreign substance that would interfere with the proper and routine functioning of such System;

(b) Intentionally or knowingly using or obtaining any Service from the District without making payment required under the Rate Order through deception, fraud, refusal to make payment, physical modification or manipulation of any District Facilities, or otherwise;

(c) Connection of any Single Family Residence or other building to the Water System without a Water Meter, or installation or operation of a straight line connection from a District System to a building without a Water Meter;

(d) Unmetered withdrawal of water from the Water System by any Person other than authorized members of the local fire department; and

(e) Using a Service in a manner prohibited by law or these Rules.

**3.08. Maintenance of Private Facilities.** If the District's inspection of any facility, fixture or improvement to be maintained by a Customer (a "Private Facility") indicates that the facility is not in compliance with these Rules, may cause damage to a District Facility, or is otherwise not in proper working condition, the District will provide written notice to the owner of the property receiving Service, and the owner must correct or repair the Private Facility within 30 days of said notice. If the Private Facility is not corrected or repaired within the 30-day period, the District may, but is not obligated to, correct or repair the Customer Facility and charge the expense to the owner of the property. A failure to maintain or repair Private Facilities, or to pay the reasonable expenses incurred by the District in performing maintenance or repair, will subject the owner of the property to penalties and to termination of Service to the property. The District will inspect Private Facilities prior to any new initiation of Service to any Connection as provided in these Rules, after any major changes to the Customer's premises or Private Facilities, and upon reasonable notice to the Customer at any other time.

#### **SECTION 4: WATER SERVICE**

**4.01. Retail Water Service.** Retail water service within the District is provided by the District. Retail water service customers must comply with all terms, conditions and policies of the District, and pay all rates, charges and fees for retail water service as charged or imposed by the District.

**4.02. Water System Definitions.** Capitalized terms and phrases will have the meaning ascribed to them in this Section 4.02.

(a) Water System means all water supply, treatment, storage, transmission and distribution facilities utilized in the provision of Water Service by the District, including all water mains, lines, reservoirs, pumps stations, valves, valve boxes, flushing valves, blowoff valves, water meters, water meter service lines, meter boxes, and all facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated or maintained by the District and comprising the public water system of the District as defined in 30 Texas Administrative Code § 290.38(66).

(b) Health Hazard means a cross-connection, potential cross-connection, or any other condition or peril involving any substance or circumstance capable of causing death, illness or spread of disease, or that has a high possibility of causing such effects if introduced into the District's Water System, including without limitation any health hazards reflected in 30 TAC §290.47(f) or on Tables 4-1 and 4-2 of the American Water Works Association ("AWWA") Manual M14.

(c) Water Meter means a recording device that registers the amounts of water consumed by each Customer of the District. Each Water Meter is owned and maintained by the District.

(d) Water Service means the supply, transmission and distribution of potable water that has been treated for human consumption in accordance with standards established by the TCEQ and the PUC, to Customers.

(e) Water Service Area means the service area identified in Certificate of Convenience and Necessity No. 13013 as issued by the TCEQ on May 10, 2006.

(f) Water Service Line means the water line from a Single Family Residence, building or property line that connects to the District's Water System. A Water Service Line is owned and maintained by the owner of the Single Family Residence or other building.

(g) Water Tap means a Connection from the District's Water System to a Water Service Line. Water Taps will be made only by or under the supervision of the District's District Operator. Each Water Tap is owned and maintained by the District.

**4.03. Plumbing Code.** The Plumbing Code will apply and be enforced within the District's Water Service Area. All Customers of, and Connections to, the Water System must comply with the Plumbing Code and these Rules.

#### **4.04. Prohibited Materials and Other Restrictions.**

(a) **Prohibited Materials.** The use of the following materials are prohibited for the installation and repair of the Water System and for the installation and repair of any private plumbing facilities: (1) any pipe or pipe fitting which contains more than 0.25% lead; and (2) any solder or flux which contains more than 0.2% lead. This prohibition may be waived by the District Manager for lead joints that are necessary for repairs to cast iron pipe.

##### **(b) Other Restrictions.**

(1) No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

(2) No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the Connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

(3) No connection which allows water to be returned to the public drinking water supply is permitted.

(c) **Inspection Certification Required.** Water Service will not be initiated unless and until a person meeting the requirements of Section 4.10(d) first submits in writing to the District, in a form approved by the District Operator, a Customer Service Inspection Certification as required by Section 4.10. The certification must be signed by the licensed plumber and submitted to the District Operator prior to initiation of Water Service. The District may refuse to accept any tap fee payment that is not accompanied by a Certificate of Compliance.

#### **4.05. Prohibited Connections.**

(a) **Health Hazards.** Connection of the Water System to any Single Family Residence, building or other source that may result in an actual or potential Health Hazard, contamination hazard, or other system hazard is prohibited. At a minimum, an air gap separation between the potable water supply and the source of actual or potential system hazard will be required by the District Operator prior to installation of the Connection. Where a containment air gap is impractical, individual "internal" air gaps or mechanical backflow prevention devices shall be required at the Water Meter in the form of a backflow prevention device (in accordance with AWWA Standards C510 and C511 and AWWA Manual M14 or equivalent) for buildings or establishments that handle substances deleterious or hazardous to the public health.

(b) **Non-Potable Water Systems.** Connection of the Water System to any condensing, cooling, or industrial process system, rainwater harvesting system, or any other system for non-potable water usage over which the District does not have sanitary control is prohibited. Water from such systems shall not be returned to the Water System under any circumstances.

(c) **Overhead Bulk Water Dispensing Stations.** Connection of the Water System to overhead bulk water dispensing stations are prohibited unless equipped with an air gap between the filling outlet hose and the receiving tank to protect against back-siphonage and cross-contamination.

#### **4.06. Unacceptable Plumbing Practices or Conditions.**

(a) **General Requirements.** All privately owned plumbing facilities that are connected to the District Water System must comply with the Plumbing Code and all other requirements of Section 4, confirmed by an inspection pursuant to Section 4.10. If plumbing facility, or the condition thereof, is discovered to be deficient, inadequate or otherwise unacceptable, the Customer must immediately complete necessary replacement or repairs to prevent possible damage to or contamination of the Water System. **The existence of a cross connection, Health Hazard or other serious threat to the integrity of the Water System shall be considered sufficient grounds for immediate termination of Water Service.** Water Service may be restored only when the source of potential contamination or damage (or other Violation) no longer exists, or when sufficient additional safeguards have been implemented, and a Customer Service Inspection Certification confirming correction of unacceptable plumbing conditions has been submitted to the District.

(b) **Additional District Inspections.** As a condition of continued Water Service, Customers must allow District Representatives access to their property to inspect for possible cross-connections, Health Hazards and other unacceptable plumbing practices or conditions. Such inspections will be conducted by a District Representative prior to initiating new Water Service, when there is reason to believe that cross-connections, Health Hazards or other unacceptable plumbing practices or conditions exist, or after any major changes to the private plumbing facilities. Inspections will be conducted during the District's normal business hours.

#### **4.07. Backflow Prevention Assemblies.**

(a) **General Requirements.** Backflow prevention assemblies shall be installed at any Connection that poses a Health Hazard and any other Connection which the District or the District Operator reasonably believes to pose a threat to the Water System. Customers that use Water Service for irrigation systems, swimming pools, splash pads, reflection pools or other similar applications must incorporate a backflow prevention assembly in accordance with the Plumbing Code for the particular designated use. For irrigation systems, backflow prevention devices authorized, allowed or approved by the TCEQ must be used. Backflow prevention assemblies that are installed to provide protection against Health Hazards must be tested and certified to be operating within specifications at least annually by a Recognized Backflow Prevention Tester, as defined in Section 4.07(e). Repairs to backflow prevention assemblies must be performed by authorized individuals as recognized or licensed by the Texas State Board of Plumbing Examiners, the TCEQ, Texas Irrigators Advisory Council, or the Texas Commission on Fire Protection-State Fire Marshall's Office, depending upon application and use.

(b) **Compliance with Plumbing Code Required.** The use of a backflow prevention device at a Water Service Connection will be considered as additional backflow protection and will not obviate any requirements for backflow protection on internal connections as required by the Plumbing Code or applicable Legal Requirements.

(c) **Customer Responsibility.** The Customer shall, at the Customer's expense, be responsible for proper installation, testing, and maintenance of any backflow prevention assembly required by the District. Copies of all testing and maintenance records shall be provided to the District upon request.

(d) **Backflow Prevention Tests and Reports.** All backflow prevention assemblies shall be tested by a Person recognized by the TCEQ as a backflow prevention tester (a "Backflow Prevention Test") and certified to be operating within specifications. The recognized backflow prevention tester shall report the results of such test to the District Operator on a form approved by the District Operator (a "Backflow Test Report") prior to providing or resuming Water Service to any Connection or internal connection in the District that requires a backflow prevention assembly. A Backflow Test Report must be completed by the backflow prevention tester for each assembly tested. At the request of the Customer, the District Operator may, on behalf of the District, install the backflow prevention assembly and complete the Backflow Test Report at the Customer's cost. The signed and dated original Backflow Test Report must be submitted to the District Operator for record keeping purposes. The Backflow Test Report shall be retained for a minimum of three (3) years. The District will provide these records to the TCEQ for inspection upon request.

(e) **Failure to Comply.** A Customer commits a Violation if the Customer fails to obtain a Backflow Prevention Test or provide a Backflow Test Report in accordance with this Section.

#### **4.08. Water Tap Application and Installation.**

(a) **Application for Service; Fees.** Prior to the initiation of Water Service, all Customers are required to complete and file with the District Operator an application for Water Service. At the time an application for Service is filed, the Applicant shall pay to the District all tap fees, inspection fees, deposits and other fees and charges required to be paid in the Rate Order.

(b) **Installation, Maintenance and Repair by Operator.** All Water Taps to the District's Water System shall be made and installed by the District Operator or under the direct supervision of the District Operator (if permitted), at the expense of the Customer. The District Operator will be responsible for all maintenance and repairs for all Water Taps.

(c) **Location of Water Taps and Meters.** To the extent possible, the District Operator shall install Water Taps and set Water Meters at a location on adjoining property lines, with the meter box being located in an easement adjacent to the applicable property line(s), and with two (2) meters per box where appropriate. Each Water Tap requires a Water Meter installed at a location determined by a District Representative.

(d) **Water Service Line Requirements.** Prior to construction or installation of any Water Service Line, the design of the Water Service Line must be approved by the District Engineer, plans must demonstrate compliance with applicable portions of the Plumbing Code, and construction must be authorized by the District Manager. Water Service Lines must be installed in locations, at depths, and with required bedding and separation from other utility lines as determined by the appropriate District Representative or specified in design plans approved by the District Engineer. Only one Water Service Line shall be connected to the Water System for each Single Family Residence or other building unless otherwise approved in writing. No portion of a Water Service Line or Water Tap may be covered or concealed until it has been inspected and approved by the District as required by these Rules. Maintenance and repair of the Water Service Line is the responsibility of the Customer.

(e) **New Water Service Line Testing and Flushing.** After connection to the Water System, all water recorded through the Water Meter will be charged to the Customer. The District recommends that the Customer test new Water Service Lines for leaks. The District further recommends that new Water Service Lines be thoroughly flushed to prevent foreign matter from entering the Customer's plumbing system.

**4.09. Water Tap Materials.** Only the following types of pipe and fitting materials shall be approved for the installation of Water Taps, including Water Taps for both Standard Connections and Non-Standard Connections:

- (a) Any meter approved by the City of Austin;
- (b) Brass curb stops, corporation stops, and related fittings manufactured by Ford, Hays, or Muller;

- (c) Polyethylene water service pipe, 3/4" to 2";
- (d) Ductile iron or polyvinyl chloride (PVC) (C900) water service pipe, larger than 2";
- (e) Water main pipe of the type originally installed;
- (f) Plastic meter box up to 2" meter;
- (g) Concrete meter box, where traffic use is specified; and
- (h) Concrete meter vault per City of Austin specifications for 3" and larger meter.

#### 4.10. Customer Service Inspections.

(a) **Customer Service Inspection Required.** An inspection of a Customer's private plumbing facilities, the Water Tap and the Connection ("Customer Service Inspection") must be performed prior to providing or resuming continuous Water Service to: (1) any new Connection; (2) any existing Connection where the District has reason to believe that cross-connections, Health Hazards, or other unacceptable plumbing conditions exist; and (3) any existing Connection after any material improvement, correction or addition to the Customer's private plumbing facilities.

(b) **Customer Service Inspection Certification.** A certification of the Customer Service Inspection, in a form approved by the District Operator ("Customer Service Inspection Certification"), shall be completed and delivered to the District Operator upon completion of a Customer Service Inspection demonstrating that the Customer's private plumbing facilities meet the certification requirements set forth in Section 4.10(c). The Customer Service Inspection Certification may only be performed by a Person meeting the qualifications set forth in Section 4.10(d). Copies of properly completed Customer Service Inspection Certifications shall be kept on file by the District Operator and made available, upon request, review by the TCEQ. Customer Service Inspection Certifications shall be retained for a minimum of ten (10) years.

(c) **Customer Service Inspection Certification Requirements.** The Customer Service Inspection Certification shall certify compliance with Section 4.04(a)-(b) and that all new or replacement plumbing fixtures are in compliance with the Plumbing Code.

(d) **Persons Permitted to Perform Customer Service Inspections.** Only a Person meeting the following qualifications shall be permitted to perform a Customer Service Inspection and complete a Customer Service Inspection Certification under these Rules: (1) a Person currently licensed by the Texas State Board of Plumbing Examiners as a "Plumbing Inspector" or a "Water Supply Protection Specialist"; or (2) a Person who is a "Certified Waterworks Operator," or member of another water related professional group that has completed an appropriate training course, passed an examination administered by the TCEQ or its designated agent, and holds an endorsement granted by the TCEQ or its designated agent.

(e) **Customer Service Inspection Fee for Non-Standard Customers.** For Customer Service Inspections of a Non-Standard Connection performed by the District Operator or a designee of the District Operator, the Customer must pay the District the Customer Service Inspection Fee as set forth in the Rate Order prior to performance of the Customer Service Inspection.

(f) **Failure to Comply.** A Customer commits a Violation if the Person fails to obtain a Customer Service Inspection or provide a Customer Service Inspection Certification in accordance with this Section prior to obtaining Water Service. If the Customer Service Inspection is not passed, the Customer will be responsible for correction of the unapproved items, and a reinspection will be conducted. The District will have no obligation to provide Water Service until the Customer Service Inspection is passed.

#### 4.11. Customer Service Agreements.

(a) **Customer Service Agreement Required.** The District is responsible for protecting Water System from contamination or pollution which can result from unacceptable plumbing conditions, and has adopted plumbing

restrictions to provide protection to the Water System. In acknowledgment of the plumbing restrictions that are in place, each Customer shall be required to sign a written service agreement before the District will initiate continuous Water Service to the Customer's Connection ("Customer Service Agreement"). In addition, when Water Service to an existing Connection has been suspended or terminated, the District will not re-establish Water Service unless it has a signed copy of a Customer Service Agreement for such Connection. The District will maintain a copy of the Customer Service Agreement as long as the Customer maintains a Connection to the Water System. For Non-Standard Connections, a non-standard service agreement will be required.

(b) **Failure to Comply.** If a Customer fails to comply with the terms of the Customer Service Agreement, the District shall, at its option, either terminate Service or properly install, test, and maintain an appropriate backflow prevention assembly at the Service Connection Location. Any expenses associated with the enforcement of the Customer Service Agreement will be charged to the Customer.

#### **4.12. Swimming Pool Installation Requirements.**

(a) **Pre-Construction Requirements.** The District has approved and adopted an "In-Ground Pool Construction Request" form to be completed and submitted prior to initiation of the construction or installation of any in-ground swimming pool within the District. Prior to installation of any in-ground swimming pool, the Customer must contact the District Manager or designee and submit any plans, specifications and other items requested by the District Manager in connection with the District Manager's review of the swimming pool project and required inspections. A partially-refundable deposit in the amount set forth in the Rate Order must also be submitted to the District Manager. This deposit will be refunded less inspection fees as required in the Rate Order, and any fines, civil penalties or damages resulting from the swimming pool project. **Pursuant to Section 2.03, access through a District Greenbelt or other District Real Property for swimming pool construction or installation is strictly prohibited.**

(b) **Basic Design Requirements.** Swimming pools must incorporate a backflow prevention assembly as required in Section 4.07. All swimming pools must drain into a greenbelt area or into the District's storm drainage system. No swimming pool may drain into the Wastewater Collection System.

(c) **Initial Inspection.** The first inspection by the District Operator is required once the swimming pool area has been excavated, the forming has been built, and the plumbing has been installed, but prior to pouring or installation of any concrete, gunite or other swimming pool surface material. The inspection includes the backflow and swimming pool drainage systems, which must comply with these Rules. The plumbing must be completed and open for inspection. If the inspection is failed, the Customer will be responsible for correction of the unapproved items, and a reinspection will be conducted at an additional charge. When the swimming pool project passes the initial inspection, the Customer will receive written notice from the District Operator to continue work, which will be sent within 48 hours via e-mail and regular mail. Work on the swimming pool project shall not proceed until such notification has been received.

(d) **Final Inspection.** When the swimming pool project has been completed, the District Operator will conduct a final inspection to determine if the swimming pool has been built according to the approved specifications and in accordance with these Rules. Failure to schedule a final inspection may result in forfeiture of the remainder of the deposit.

**4.13. Water Conservation and Drought Contingency Plan.** All Customers must comply with the District's most recently adopted Water Conservation and Drought Contingency Plan, as may be amended from time to time. A Customer's failure to comply with the Water Conservation and Drought Contingency Plan shall constitute a Violation of these Rules, and shall be subject to the enforcement provisions set forth in the Water Conservation and Drought Contingency Plan, which include civil penalties and disconnection of Water Service. The District Manager is authorized to enforce the Water Conservation and Drought Contingency Plan, and issue fines and penalties authorized thereunder, without Board action.

**4.14. Unauthorized Use of Water.** A Person commits a Violation if the Person uses water from the Water System without authorization from the District, or for a purpose that does not constitute a "beneficial use" of water under Section 11.002 of the Texas Water Code ("*Unauthorized Use of Water*"). Without limiting the generality of the foregoing, Unauthorized Use of Water shall include any use of water from the Water System: (1) by a Person that is not a Customer or a lessee of real property owned by a Customer; (2) that constitutes waste; (3) that does not constitute a permitted use under the Water Conservation and Drought Contingency Plan; (4) by a Customer that reconnects Water Service without authorization after disconnection; or (5) by a Customer in excess of the amount the Customer is entitled to use under a contract.

## **SECTION 5: WASTEWATER SERVICE**

**5.01. Retail Wastewater Service.** Retail wastewater service within the District is provided by the District. Retail wastewater service customers are required to comply with all terms, conditions and policies of the District, and pay all rates, charges and fees for retail wastewater service as charged or imposed by the District. Wastewater Service will not be available to a Connection until water service is available.

**5.02. Wastewater System Definitions.** Capitalized terms and phrases will have the meaning ascribed to them in this Section 5.02.

(a) Wastewater System means the collection, transmission, treatment and disposal facilities utilized in the provision of Wastewater Service by the District, including the Wastewater Collection System, the Wastewater Plant, effluent discharge and irrigation facilities, and all facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated or maintained by the District and utilized to provide Wastewater Service in accordance with the Wastewater Permit.

(b) Non-Domestic Waste means any waste other than normal domestic Sewage, including waste from mobile homes, recreational vehicles and portable toilets, industrial waste and commercial waste.

(c) Wastewater means any waterborne human waste and waste from domestic activities, such as washing, bathing, and food preparation ("Sewage"), and any other waterborne or liquid "waste," as defined in Chapter 26 of the Texas Water Code, that is transmitted from a Connection to the Wastewater Collection System.

(d) Wastewater Collection System means the underground sanitary sewer lines owned, leased, operated or maintained by the District. This system is composed of all interconnecting laterals, mains, and trunk lines with manholes, intercepting sewers, lift stations, clean-outs, stacks, tees, and wyes, and all other facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated or maintained by the District and utilized for the collection and transmission of Wastewater.

(e) Wastewater Permit means the permit to dispose of wastes issued to the District by the TCEQ and identified as TPDES Permit No. WQ0014293001, as it may be amended, renewed, or transferred from time to time.

(f) Wastewater Plant means the 500,000 GPD membrane bioreactor wastewater treatment plant owned, operated and maintained by the District in accordance with the Wastewater Permit, including all treatment plant improvements and a discharge structure installed at the discharge point identified in the Wastewater Permit, together with all other facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated or maintained by the District and utilized for treatment of Wastewater.

(g) Wastewater Service means the collection, transmission, treatment and disposal of Wastewater, or related services provided or made available by the District.

(h) Wastewater Service Area means the area within the political boundaries of the District.

(i) Wastewater Service Line means the wastewater line from a Single Family Residence or other building that connects to the District's Wastewater Collection System, including any grease traps or other facilities constructed to



prevent Non-Domestic Waste from being introduced into the District's Wastewater Collection System. A Wastewater Service Line is owned and maintained by the owner of the Single Family Residence or other building.

(j) **Wastewater Tap** means a Connection from a Customer's Wastewater Service Line to the District's Wastewater Collection System. Each Wastewater Tap is owned and maintained by the District.

### **5.03. Limitations on Flow and Waste.**

(a) **Wastewater Control Order.** Wastewater, or any other waste, that does not meet the standards and requirements of any Wastewater Control Order adopted by the District, as amended, shall not be discharged into or permitted to enter the Wastewater System. Customers shall at all times comply with the requirements of the Wastewater Control Order. A failure to comply with the Wastewater Control Order constitutes a Violation of these Rules.

(b) **Non-Degradable Materials.** Material or waste that is not biologically degradable shall not be discharged into or allowed to enter the Wastewater System.

(c) **Mud and Debris.** Mud and debris accumulated during installation of a Wastewater Service Line shall not be discharged into or permitted to enter the Wastewater System. The Customer is to be fully responsible for cleaning and jetting lines of any dirt or debris allowed to enter during construction.

(d) **Surface Water Runoff.** Surface water runoff, including without limitation that from downspouts, yard drains and air conditioner condensate collection facilities, shall not be discharged into or allowed to enter the Wastewater System.

(e) **Swimming Pools.** Swimming pools and spas shall not be drained to the Wastewater System.

(f) **Non-Domestic Waste.** Prior to commencement of construction of any project involving a Connection to a District System, plans showing the proposed use of the property to which Service has been requested, the type and quantity of any Non-Domestic Waste that will be generated thereby, and the proposed method of disposal of the Non-Domestic Waste must be submitted to the District Engineer, together with applicable fees and deposits. Non-Domestic Waste may not be discharged into the Wastewater System absent written approval by the District Engineer. Discharge of Non-Domestic Waste must at all times comply with the requirements of the Wastewater Control Order, the TCEQ and the EPA, where applicable.

### **5.04. Wastewater Service Application and Tap Installation.**

(a) **Application for Service; Fees.** Prior to construction of any Wastewater Service Line or installation of any Wastewater Tap, a Customer is required to complete and file with the District Operator an Application for Service. The Applicant shall pay to the District all Wastewater tap fees, inspection fees, deposits and other fees and charges required to be paid in the Rate Order at the time required under the Rate Order.

(b) **Installation of Wastewater Tap.** All Wastewater Taps to the Wastewater Collection System shall be made and installed by the District Operator, unless otherwise permitted by a District Representative in writing. Any damage to District Facilities caused by a Violation of this Rule shall be repaired promptly by the Customer under the direction of the District Manager. Major damage, as determined within the discretion of the District Manager, will be repaired by the District Operator at the sole expense of the Customer.

(c) **Installation Requirements.** The Wastewater Tap shall be made by use of an adapter of a type compatible with materials being joined. The Wastewater Tap shall be watertight, and no cement grout materials shall be permitted. The area around the Wastewater Tap shall be embedded and backfilled with cement stabilizing sand.

(d) **Excavation Requirements for Certain Locations.** Excavation for Wastewater Taps shall be water tamped in all areas within five (5) feet (vertically or horizontally) of any existing wastewater lines, sidewalks or driveways. Soil not suitable for water tamping (clay modules, organic material or silty soils) shall be removed and replaced with suitable backfill materials.

(e) **Customer Service Agreements.** Each Applicant for Wastewater Service will be required to execute a customer service agreement prior to the initiation of Service. For Non-Standard Connections, the Applicant will be required to execute a non-standard service agreement in accordance with the Rate Order.

(f) **Grinder Pump Agreement.** For each Wastewater Connection that requires an alternative collection system, such as a grinder pump system or other pressure sewer system, the Customer will be required to execute an Alternative Wastewater Collection System Service and Easement Agreement on a form approved by the Board. The Applicant or Customer must obtain the approval of the District Engineer for alternative collection system prior to installation and is responsible for all costs associated with the purchase and installation. Upon approval by the District, the District will own, operate, maintain the grinder pump in accordance with the executed agreement, subject to the Customer's payment of any related fees and charges.

#### **5.05. Wastewater Service Lines.**

(a) **Approval Required.** Prior to construction or installation of any Wastewater Service Line, the design of the Wastewater Service Line must be approved by the District Engineer, plans must demonstrate compliance with applicable portions of the Plumbing Code and regulations of the TCEQ, and construction must be authorized by the District Manager. Only one Wastewater Service Line shall be connected to the Wastewater Collection System for each Single Family Residence or other building unless otherwise approved in writing.

(b) **Location.** Each Wastewater Service Line shall be located in its entirety within the boundaries of the property of the Customer receiving Service through such line to the point at which the line reaches a utility easement or street right-of-way. Wastewater Service Lines must be at least 24 inches below (vertically) and at least 9 feet from (horizontally) from any Water Service Line (far side or near side connection). If compliance with this requirement is not possible, a cast iron casing over the Water Service Line, or alternative method approved by District Engineer and in compliance with the rules of the TCEQ, must be installed by the Customer and inspected by the District Operator.

(c) **Construction Standards.** All Wastewater Service Lines must be constructed to true alignment, with materials set forth in Section 5.06, and in accordance with the size and grade requirements set forth in Section 5.07. Warped or sagging lines will not be permitted or approved. Wastewater Service Lines must have continuous contact with a firm trench bottom throughout their entire run. Wastewater Service Lines shall be placed in such a manner as to decrease the likelihood of being displaced during backfill. All Wastewater Service Lines should be run from wyes or stacks directly to the Customer's Single Family Residence or building without meanders or bends. Wyes, stacks and cleanouts are not permitted to be located within driveways or sidewalks.

(d) **Closure of Connections.** Openings in the Wastewater Collection System made for the purpose of connecting a Wastewater Service Line, or any other purpose, shall not be permitted to remain open overnight or during rain events.

(e) **Inspection of Wastewater Service Line.** When construction of any Wastewater Service Line is completed, and prior to backfilling the pipe trench, the Customer shall request an inspection of the Wastewater Service Line. Requests for inspections (or reinspection) shall be made to the District Manager at least forty-eight (48) hours in advance of the proposed date of inspection. During inspection of the Wastewater Service Line, the District Operator will examine all District Facilities, including manholes, valves, flush valves, and inlets on and adjacent to the lot. A Wastewater Inspection Approval, as defined in Section 5.10, will not be granted until any damage to such District Facilities have been repaired.

(f) **Backfill of Trenches.** The Customer shall complete backfilling of a Wastewater Service Line trench within forty-eight (48) hours of inspection and approval by the District. Backfill materials shall be sand or loam, free of large lumps or clods. No debris will be permitted in the trench of backfill.

(g) **Maintenance.** Maintenance and repair of the Wastewater Service Line is the responsibility of the Customer. All Wastewater Service Lines must be maintained in a manner that prevents the infiltration of water or exfiltration of wastewater.

**5.06. Wastewater Service Line Materials.** Only the following types of pipe and fitting materials are approved for constructing Wastewater Service Lines. Pipe and fittings in each Wastewater Service Line must consist of the following material or other material approved by the District Engineer:

(a) Vitrified clay pipe conforming to ASTM Specification C700 with joint coupling conforming to ASTM Specifications C425 or C594, installed according to ASTM C12.

(b) Cast iron soil pipe, standard weight, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.

(c) Poly-vinyl-chloride PSM (PVC) pipe conforming to ASTM Specification D3034 or ASTM specification F789 (with UL listing) and installed according to ASTM D2321.

(d) Ductile iron pipe conforming to ANSI A21.51 with rubber gasket joints ANSI A21.11 and installed according to manufacturer's recommendations.

(e) Acrylonitrile-butadiene-styrene (ABS) pipe material conforming to ASTM Specification D2751.

**5.07. Required Size and Grade of Wastewater Service Lines.**

(a) The minimum size of Wastewater Service Line for a Standard Connection is 4 inches in diameter. The minimum size of a Wastewater Service Line for a Non-Standard Connection is 6 inches in diameter.

(b) The minimum grades for Wastewater Service Lines shall be as follows:

- (1) 4 inch pipe: 14 inch drop per hundred feet (1.2%);
- (2) 6 inch pipe: 8-inch drop per hundred feet (0.7%); and
- (3) 8 inch pipe: 5 inch drop per hundred feet (0.4%).

(c) The maximum grades for Wastewater Service Lines shall be as follows:

- (1) 4 inch pipe: two and one-half feet drop per hundred feet (2.5%);
- (2) 6 inch pipe: one and one-half feet drop per hundred feet (1.5%); and
- (3) 8 inch pipe: one foot drop per hundred feet (1.0%).

**5.08. Connection of Wastewater Outlet.**

(a) **Tie-On Connections.** For any building waste outlets, the building tie-on connections shall be made directly to the stub-out from the building plumbing at the foundation.

(b) **Materials.** Water-tight adapters of a type compatible with the materials being joined shall be used at the Connection of a Wastewater Service Line to the building plumbing. No cement grout materials shall be permitted.

(c) **Wye and Stack Connections Required.** Unless an exception is permitted by a District Representative, existing wye and stack connections must be utilized for the connection of a Wastewater Service Line to the Wastewater Collection System.

(d) **Additional Requirements for Non-Standard Customers.** Unless otherwise approved by the District Engineer, Non-Standard Customers shall install a sampling well and a grease trap with sampling port, each of which shall be constructed to City of Austin standards. Access to the sampling well and grease trap will be provided to District Representatives at all times.

**5.09. Fittings and Cleanouts.** No bends or turns may be greater than 45 degrees at any point. Each horizontal Wastewater Service Line must be provided with a cleanout at its upper terminal, and each run of piping that is more than 90 feet in length must be provided with a cleanout every 90 feet. Each cleanout must be installed to open in a direction opposite to the flow of the waste and, except in the case of "wye" branch and end-of-the-line cleanouts, cleanouts must be installed vertically above the flow-line of the pipe. Each cleanout must be fitted with an airtight mechanical plug.

**5.10. Wastewater Inspections.** An inspection of a Customer's private plumbing facilities, the Wastewater Tap, the Wastewater Service Line and other District Facilities on the Customer's property must be performed by the District Operator prior to initiating or resuming continuous Water Service and Wastewater Service to confirm that proper materials and connections to the Wastewater System have been accomplished in accordance with these Rules ("Wastewater Inspection"). Upon completion of the Wastewater Inspection, the District Operator will complete an inspection form and file it for record with the application for Service (a "Wastewater Inspection Approval"). If the Wastewater Inspection reveals that the requirements of these Rules have not been met, the Customer shall promptly correct any deficiencies and request a reinspection. The Customer shall pay any reinspection fee as set forth in the Rate Order prior to or at the time of the reinspection. Wastewater Service will not be initiated or resumed without a Wastewater Inspection Approval.

As a condition of continued Wastewater Service, Customers must allow District Representatives access to their property to inspect for possible cross-connections, Health Hazards and other unacceptable plumbing practices or conditions. Such inspections will be conducted by a District Representative prior to initiating new Wastewater Service, when there is reason to believe that unacceptable plumbing practices or conditions exist, or after any major changes to the private plumbing facilities. Inspections will be conducted during the District's normal business hours.

## **SECTION 6: RECLAIMED WATER SERVICE**

**6.01. Reclaimed Water Service.** Reclaimed water service is available for certain Customers within the District. The District is the Reclaimed Water service provider. Reclaimed Water service is subject to all terms, conditions and policies of the District, and all rates, charges and fees for reclaimed water service as charged or imposed by the District.

**6.02. Reclaimed Water Definitions.** Capitalized terms and phrases will have the meaning ascribed to them in this Section 6.02.

(a) Reclaimed Water System means all production, storage, transmission and distribution facilities utilized by the District or District 2 in conveying Reclaimed Water from the Wastewater Plant and providing Reclaimed Water Service, including all mains, lines, reservoirs, pumps stations, valves, valve boxes, flushing valves, blowoff valves, meters, meter service lines, meter boxes, the Reclaimed Water loading station at the Wastewater Plant, and all facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated or maintained by the District and utilized by the District to provide Reclaimed Water Service. The Reclaimed Water System does not include any service lines connecting to the District's Reclaimed Water meter.

(b) Joint 210 Irrigation System means the irrigation lines, sprinkler components, and all facilities, improvements, fixtures, components, fittings, appurtenances, parts, equipment and related materials owned, leased, operated or maintained by the District and utilized in the reclamation and irrigation of treated effluent produced by the Wastewater Plant pursuant to the District's authorization issued by the TCEQ under 30 Tex. Admin. Code § 210. The term does not include interests in real property upon or within which the various aspects of the Joint 210 Irrigation System are located.

(c) Joint 210 Irrigation System Expansion Project means any construction or improvement project that adds capacity to the Joint 210 Irrigation System, otherwise expands the Joint 210 Irrigation System, or significantly modifies the Joint 210 Irrigation System.

(d) Joint 210 Irrigation Plan means the Joint 210 Irrigation System Implementation, Operation, and Maintenance Plan adopted by resolutions of the District and District 2, as amended, concerning the Reclaimed Water System.

(e) Reclaimed Water means treated wastewater effluent produced by the Wastewater Plant meeting the definition of 30 Tex. Admin. Code § 210.3(24) that is suitable for beneficial use pursuant to the District's authorization issued by the TCEQ under 30 Tex. Admin. Code § 210.

(f) Reclaimed Water Service means the provision of Reclaimed Water produced by the Wastewater Plant to Users (specifically excluding District 2), whether provided through a Connection or a Reclaimed Water loading station at the Wastewater Plant.

#### **6.03. Requirements for Reclaimed Water Service Customers.**

(a) **Application.** Any person requesting Reclaimed Water Service from the District shall submit to the District Manager a written application requesting such Service on a form issued by the District Manager ("Reclaimed Water Service Application").

(b) **Reclaimed Water Service Agreement.** Concurrent with submission of the Reclaimed Water Service Application, the Applicant will be required to submit to the District an executed contract on a form approved by the District and issued by the District Manager ("Reclaimed Water Service Agreement") for consideration by the Board. Reclaimed Water Service shall be provided in accordance with the terms of the Reclaimed Water Service Agreement, the Rate Order, applicable Legal Requirements, and if applicable, the Joint 210 Irrigation System Plan.

(c) **User Consent.** Upon approval of the Reclaimed Water Service Agreement, but prior to initiation of Reclaimed Water Service by the District, the Reclaimed Water Service Customer may also be required to execute a user consent notification to the extent required by 30 Tex. Admin. Code § 210.4 (a "User Consent").

#### **6.04. Connections to Reclaimed Water System.**

(a) **Plan Approval.** An Applicant for Reclaimed Water Service shall submit to the District Manager any plans and specifications for the Connection to the Reclaimed Water System and irrigation and plumbing facilities that will utilize Reclaimed Water for review by the District Engineer.

(b) **Board Approval of Location.** The Board must approve the Service Connection Location for Reclaimed Water Service prior to installation or construction of any Reclaimed Water Service facilities.

(c) **Materials and Installation Requirements.** All Reclaimed Water Service Connections and any irrigation and plumbing facilities that will utilize Reclaimed Water must comply with the irrigation specifications adopted by the District, the Plumbing Code, and applicable regulations of the TCEQ, together with any other specifications appropriate to the nature of the Applicant's property that the District may reasonably require.

(d) **Installation of Connection.** All Connections to the Joint 210 Irrigation System and the Reclaimed Water System shall be made and installed by the District Operator or under the direct supervision of the District Operator (if permitted).

(e) **Inspections.** The District Engineer and District Manager shall conduct periodic inspections during the construction of any Customer facilities that will receive, transmit, use or irrigate Reclaimed Water to confirm that all requirements of these Rules have been satisfied. Connection to the Joint 210 Irrigation System or the Reclaimed Water System shall not be permitted unless all requirements of these Rules have been met.

**6.05. Misuse of Reclaimed Water.** Use of Reclaimed Water in any manner or quantity not permitted by the 210 Authorization or an applicable Reclaimed Water Service Agreement, or use of Reclaimed Water in connection with any facilities or equipment not included on the plans approved pursuant to Section 6.04(a), shall constitute a Violation of these Rules. For such Violation, the District Manager is authorized to: (1) issue such fines, civil penalties and other charges as are authorized under these Rules or by the Board; (2) immediately terminate the applicable Reclaimed Water Service Agreement and discontinue Reclaimed Water Service; and (3) report the misuse of Reclaimed Water to the TCEQ in accordance with the requirements of the 210 Authorization.

## **SECTION 7: DEVELOPMENT AND CONSTRUCTION WITHIN THE DISTRICT**

**7.01. Platting Requirement.** Connection to the District's Water System or Wastewater System is prohibited unless the tract, parcel, or building to be served by such Connection: (1) is within an area covered by a development plat duly approved and recorded pursuant to Local Government Code §§ 212.0115 and 212.012, as amended; (2) is not required to be platted and written certification to that effect, in accordance with Texas Local Government Code § 212.0115(e), has been presented to the District Engineer; or (3) was first connected to the District's Water System or Wastewater System prior to September 1, 1987.

### **7.02. General Development Requirements.**

(a) **Engineering Plan Approvals.** Civil engineering plans, construction specifications and other design documents ("Plans") must be submitted to the District Engineer and approved by the District prior to commencement of:

(1) any work or project involving the development, construction, redevelopment, rehabilitation, or modification of a building, structure, road, trail, park, phase or section of a subdivision, drainage improvement, water quality facility or any improvement(s) connected or to be connected to a District System (a "Project"); or

(2) any disturbance of the surface or subsurface of land or waterways within the District or construction of impervious cover within the District, including without limitation, all related excavation, installation of fill material, grading, clearing, removal of vegetation, mining, and dredging activities ("Development Activity").

If Service is requested in connection with a Project, the Applicant must obtain the District Engineer's approval of all proposed facilities, improvements and fixtures related to such Service. The District Engineer is not required to review Plans in connection with a residential swimming pool project, or the remodeling of an existing Single Family Residence or building that does not involve the disturbance of land, the addition of impervious cover, or modification of a Connection to a District System, each of which are subject to other inspection requirements under these Rules.

(b) **Compliance with Legal Requirements and Permits.** Any Project or Development Activity performed, being performed, or proposed to be performed within the political boundaries of the District, must comply with all Legal Requirements and applicable permits, including without limitation the Wastewater Permit.

(c) **Compliance with Plans Approved by Governmental Authorities.** In the event that the Project is not completed in compliance with any plat, plans, specifications, site plans or other development requirements approved by any governmental authority with jurisdiction (including the District), the District shall have the right to refuse or withhold approvals related to the Project, and refuse any Service, until such time as compliance is achieved or waived by the applicable governmental authority. Pending such compliance or waiver, the District may, with approval of the District Manager, provide temporary Water Service for a period not to exceed twenty (20) days, for the purpose of testing facilities or confirming Service availability.

(d) **Service Capacity Limitations.** The Water Service and Wastewater Service capacity of the District is limited by applicable contractual commitments and permits, and capacity in all District Systems is limited by sizing and location of the District Facilities and available land and easements. Any Developer or other Person that does not hold an existing and valid commitment for Service from the District must confirm availability of Service capacity and apply for a service commitment prior to commencement of a Project or opening of a new business operation. The District will not approve an application or execute a service agreement with an Applicant requesting Service in excess of available District capacity unless the Applicant first enters into a written agreement with the District providing for the Applicant's funding and/or installation of additional capacity for the applicable District System(s) (a "Customer Expansion Measure"), or the Applicant's acceptance of sole financial responsibility for temporary facilities or services until the District is able to establish sufficient capacity in the applicable District System(s) to fulfill the Applicant's request (a "Temporary Capacity Measure").

(1) **Customer Expansion Measure Costs; Ownership and Operation.** Costs to be funded by the Applicant in connection with a Customer Expansion Measure will include, without limitation, those associated with negotiations, contracts and amendments, permitting, design, inspection, review, construction and land acquisition required to acquire or expand capacity. The agreement between the Applicant and the District will provide for District approval of the design and construction of the Customer Expansion Measure, the conveyance of the facilities and/or property comprising the Customer Expansion Measure to the District after acceptance for operations, and a reservation of capacity in the Customer Expansion Measure to the Applicant.

(2) **Temporary Capacity Measure Costs; Ownership and Operation.** Costs to be funded by the Applicant in connection with a Temporary Capacity Measure will include all costs of the temporary capacity and/or charges of applicable service providers. The agreement between the Applicant and the District will provide for District approval of any design and or construction of facilities related to the Temporary Capacity Measure and the approval of any proposed service provider(s) and manner of providing services related to the Temporary Capacity Measure. Any facilities constructed as part of a Temporary Capacity Measure are to be owned and operated by the Applicant unless and until the District agrees to accept conveyance thereof for ownership and operation. Notwithstanding the foregoing, the agreement will also provide that the District will have the right to make inspections with respect to all Temporary Capacity Measures, that the Applicant will keep and provide to the District records related to all Temporary Capacity Measures, and that all Temporary Capacity Measures must comply with the District Rules.

(3) **Alternative.** If the Applicant is unable or unwilling to enter into an agreement described in this Section, the District will notify the Applicant that Service will be available when the District has established sufficient capacity in the applicable District System(s) to fulfill the Applicant's request, subject to such other conditions as the Board determines to be appropriate.

(4) **Priority Amongst Service Applicants.** An Applicant that has funded or installed a Customer Expansion Measure will have priority over others for Service from the capacity established by the Customer Expansion Measure. The District will otherwise fulfill service requests in the order in which they are received.

(e) **Water Quality Requirements.** All Projects and Development Activity performed within the political boundaries of the District must comply with: (1) the Memorandum of Understanding between the U.S. Department of the Interior Fish and Wildlife Service and the Lower Colorado River Authority for the Purpose of Providing Surface Water for

Residents in Western Travis and Northern Hays Counties," dated May 24, 2000, as amended (the "MOU"); or (2) "Appendix A to RG-348: Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (Revised)" and "Appendix B to RG-348: Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer and Related Karst Features that May Be Habitat for Karst Dwelling Invertebrates" (the "Optional Enhanced Measures"). Compliance with the MOU must be achieved in accordance with the "Executive Summary Compliance Strategy with USFWS Guidelines Belterra Subdivision," revised August 21, 2002 (the "MOU Compliance Strategy"). The District Engineer will inform the Board of Plans for any Project that do not meet the requirements of this Rule. Compliance with this Section 7.02(e) is a condition of Service to any Project or Connection. *The District Manager is authorized to refuse or terminate Service to the Project or any buildings that comprise the Project, or have any meters that have been installed in order to provide Water Service to the Project, until such time as compliance is achieved.* Notwithstanding the foregoing, neither the District nor any District Representative is responsible for ensuring that a Project or any Development Activity is adequately reviewed and permitted by any other governmental authorities, and approval of Plans by the District Engineer is not a substitute for approval by any other governmental authority.

(f) **Drainage Requirements.** Design plans and drainage calculations must be submitted to the District engineer for any Project or Development Activity within the political boundaries of the District that will result in addition of impervious cover or drainage of water into the District's drainage and stormwater detention systems, including all drainage easements, swales, berms, channels, storm sewer facilities, detention ponds, and other facilities owned, maintained or controlled by the District for the purpose of controlling, storing, managing or distributing storm and flood waters or run-off. All plans submitted for review by the District engineer must demonstrate compliance with applicable development agreement and impervious cover restrictions, applicable drainage and water quality requirements within the District, and the requirements of governmental authorities with jurisdiction. The District Engineer will inform the Board of Plans for any Project or Development Activity that does not meet the requirements of this Section 7.02(f). Compliance with this Section 7.02(f) is a condition of Service to any Project or Connection, and Connection to the District's storm sewer system is prohibited unless the District Engineer and the Board have approved the submitted plans. *The District Manager is authorized to refuse or terminate Service to the Project or any buildings that comprise the Project, or have any meters that have been installed in order to provide Water Service to the Project locked, until such time as compliance is achieved.* Notwithstanding the foregoing, neither the District nor any District Representative is responsible for ensuring that a Project or any Development Activity is adequately reviewed and permitted by any other governmental authorities, and approval of Plans by the District Engineer is not a substitute for approval by any other governmental authority.

(1) **Foreign Materials.** No foreign materials or debris, including motor oil, grass, leaves, or tree clippings, trash, Construction Debris or silt, may be placed, thrown, disposed of, deposited, discharged, or allowed to migrate into the District's drainage systems. Drainage improvements must be designed to prevent entry of such materials. A Violation of this Rule will render the offending Person subject to fine as well as to the requirement that any resulting damage to the District Systems be repaired at the expense of the offending Person.

(2) **Private Facilities.** An Applicant or Customer may be required to construct, operate and maintain on-site drainage and water quality facilities, such as sediment traps and ponds, which will constitute Private Facilities under Section 3.08.

(g) **Notification Prior to Commencement of Project.** Before making any improvement or commencing any construction on property within the District, the District Manager must be notified if such improvement, construction or equipment used in such construction will be within easements, rights-of-way or property where District Facilities are located. The District Manager must complete an inspection to verify the condition of District Facilities prior to commencement of construction and after completion of construction. Any damages found must be repaired to the satisfaction of the District, and the District must be reimbursed for all costs for repairs prior to initiation of Service.



### 7.03 Prohibited Activities.

(a) **Disturbance of Certain Areas Prohibited.** Absent the prior written approval of the District Engineer, no Developer, Builder, Contractor, Customer or other Person shall modify or disturb, or perform Development Activity within the following areas: (1) buffer zone areas required pursuant to the Optional Enhanced Measures or the Compliance Strategy as defined in Section 7.02(e); (2) the wastewater discharge route for Outfall 002 as described in the Wastewater Permit; (3) any District irrigation areas; (4) any wetland or waterway that constitutes a wetland subject to jurisdiction under Section 404 of the Clean Water Act (a "Jurisdictional Wetland"); or (5) any site included or eligible for inclusion in the national Register of Historic Places or the State Archeological Landmark listing, or otherwise including archeologically significant materials ("Archeological Site") located within easements, rights-of-way or real property owned, maintained or controlled by the District.

(b) **Material Alteration of Existing Roads Prohibited.** Absent the prior written approval of the Board or the District Engineer, the material alteration of any street or roadway within the District (including without limitation cutting, removal, and replacement of sections of streets or roads) for the purpose of installing or making any line or Connection to a District System is strictly prohibited absent approval by the Board. Consultation with Hays County for approval may also be required.

**7.04. Review of Plans.** If any Legal Requirement or District Rule requires review of Plans by the District Engineer, the District Manager, the District Operator or the Board, such Plans shall be submitted to the District Engineer for review a minimum of forty-five (45) days prior to the Board meeting at which approval is requested; provided, however, that no representation is made within these Rules that the review or approval of Plans will be completed within forty-five (45) days. The Applicant shall respond promptly to questions and comments of the District Engineer and shall provide such additional information as the District Engineer shall reasonably request in review of the Plans. The Applicant is required to establish that its plans comply with the requirements of these Rules, and compliance must be certified by a professional engineer registered in the State of Texas and knowledgeable in the field of Civil Engineering. The Applicant is also required to fund a deposit to cover the costs of plan review as provided in the District's Rate Order. *If the plan review costs are not timely paid, or the deposit is not adequately funded, the District Manager is authorized to refuse or terminate Service to the Project or any buildings that comprise the Project, or have any meters that have been installed in order to provide Water Service to the Project locked, until such time as compliance is achieved.*

**7.05. Construction Inspections.** The District Engineer, the District Manager and the District Operator may conduct periodic inspections of any area of construction activity or planned construction activity ("Construction Site") within the District. If any Legal Requirement or Rule under this Section 7 requires inspection monitoring of a Project or facilities being constructed incident to such Project, the Developer, Contractor or Builder shall provide notice to the District Engineer three (3) days prior to commencement of construction or installation of such Project or the applicable facilities. The applicable District Representative shall be permitted full access for inspections and monitoring, and any recommendations or requirements made by such District Representative pursuant to an inspection shall be implemented as soon as is reasonably practicable. The Applicant will be required to fund a deposit to cover the costs of such inspections or monitoring as provided in the District's Rate Order. *If the inspection costs are not timely paid, or the deposit is not adequately funded, the District Manager is authorized to refuse or terminate Service to the Project or any buildings that comprise the Project, or have any meters that have been installed in order to provide Water Service to the Project locked, until such time as compliance is achieved.*

### 7.06. Erosion and Sedimentation Control.

(a) **Erosion and Sedimentation Controls Required.** Developers, Contractors, Builders and all owners of a lot subdivided by plat recorded in the official public records of Hays County, Texas (a "Lot") shall comply with all Environmental Protection Agency ("EPA") and TCEQ regulations regarding stormwater, and shall install and implement

sound and effective stormwater, erosion and sediment control measures. All temporary sediment and erosion control measures must be completed prior to the commencement of any Development Activity on any Lot or Construction Site.

(b) **Maintenance.** Developers, Contractors, Builders and Lot owners shall constantly maintain erosion and sediment control measures in proper condition to ensure that such controls function in a sound and effective manner, and may rely on the City of Austin's Environmental Design Criteria Manual as a guide to proper maintenance.

(c) **Containment of Construction Debris.** The dumping of construction debris, refuse and dirt (collectively "Construction Debris"), and the washout of construction vehicles and equipment, is prohibited on any property (public or private) other than the Lot for which the material is designated. All Contractors and Builders must maintain on the Construction Site a sufficient, secure container for the disposal of Construction Debris at all times during any construction activity within the District. All Construction Debris must be placed within the approved containers and properly managed.

(d) **Storage of Construction Materials.** Construction Debris, dirt, mud and other construction materials may not be stored or accumulated on any street right-of-way within the District or District Facility.

(e) **Repair or Replacement by District.** The District Manager is authorized to repair or replace defective sedimentation and erosion control measures, and any damaged District Facilities, that are not repaired by the applicable Contractor or Builder upon notification of a Violation of Section 7.06.

(f) **Responsibility for Failure to Comply.** Any Developer or Builder that fails to implement or maintain sediment and erosion controls in accordance with this Section 7.06 shall be responsible for damage to any District Facilities due to erosion or stormwater runoff, and shall repair any such damage immediately under the supervision of a District Representative. Developers, Builders and Lot owners shall be responsible to the District for the failure of any of their respective Contractors to comply with the requirements of this Section 7.06.

(g) **Erosion Control Inspections.** The District may conduct inspections of all sediment and erosion control measures, including without limitation verification of silt fencing, inlet protection and containment of Construction Debris ("Erosion Control Inspections"), on a regular or periodic basis.

**7.07. Additional Requirements for Single Family Residential Projects.** Any Project involving the construction of a Single Family Residence must comply with the requirements set forth in this Section 7.07.

(a) **Erosion and Sedimentation Controls.** Construction of each individual Single Family Residence is required to comply with Section 7.06 regarding erosion and sediment control.

(b) **Inspections.** The District Manager or Operator will conduct Customer Service Inspections, Wastewater Inspections, Erosion Control Inspections, and other inspections necessary to confirm compliance with the requirements of these Rules.

(c) **Compliance with Approved Plans.** *In the event that the Water Service Lines, Wastewater Service Lines or other fixtures associated with a Single Family Residence are not constructed in accordance with these Rules or any Plans approved by the District, the District will have the right to refuse or terminate Service to the Single Family Residence, or have any meters that have been installed in order to provide Water Service thereto locked, until such time as compliance with approved Plans is achieved.*

(d) **Builder Deposits.** Builders of Single Family Residences within the District shall fund and maintain a builder deposit in accordance with the Rate Order ("Builder Deposit"). *If a Builder fails to fund and maintain a Builder Deposit as required by the Rate Order, the District Manager may suspend issuance of Water Taps for other Lots owned by Builder and may have meters that have been installed to provide Water Service to Single Family Residences owned*

by the Builder locked. Builder Deposits may be applied to pay Inspection Costs, Fines, Costs and Damages, as applicable, if payment for same has not been received within thirty (30) days of issuance of a written invoice or request for payment by the District.

**7.08. Additional Requirements for Non-Standard Connections.** Any Project that includes a Non-Standard Connection must comply with the requirements set forth in this Section 7.08.

(a) **Approval of Certain Plans Required.** All proposed Service Connection Locations and Plans for Water Service Lines, Wastewater Service Lines, and any drainage, stormwater detention and water quality facilities to be constructed in connection with the Project (collectively, the "Project Service Facilities") must be approved by the District Engineer, the District Manager and the Board prior to commencement of construction the Project. Upon review and approval of the Plans by the District Engineer and the District Manager, the Plans shall be submitted to the Board for approval. Non-Standard Connections to the District's Water System or the Wastewater System are prohibited until such Plans are approved. Plan review costs must be paid in accordance with Section 7.04.

(b) **Inspections.** Projects including Non-Standard Connections require periodic inspection of the Project Service Facilities by the District Engineer and other District Representatives during construction, at a frequency to be determined by the Board with the recommendation of the District Engineer. Projects constructed hereunder shall also require Erosion Control Inspections. During the progress of the construction work, the District Operator shall conduct Erosion Control Inspections, and the District Engineer shall submit to the Board reports addressing the status of the construction. Responsibility for inspections under this Rule may be shared with the municipal or county authorities in cases where jurisdictions overlap. Inspection costs must be paid in accordance with Section 7.05.

(c) **Compliance with Approved Plans Required.** *In the event that the Project Service Facilities are not completed in accordance with the Plans as approved by the District, the District shall have the right to refuse or terminate Service to any buildings or other aspects of the Project, or have any meters that have been installed in order to provide Water Service to the Project locked, until compliance with such approved Plans is achieved.*

**7.09. Additional Requirements for Reclaimed Water System Expansion Projects.** All Projects involving the expansion of the Reclaimed Water System or Joint 210 Irrigation System, or any other activities that may impact or affect the Reclaimed Water System or Joint 210 Irrigation System in any manner, shall comply in all respects with all requirements of 30 TAC Chapter 210 and the Joint 210 Irrigation System Plan as adopted by the District and District 2. Without limiting the generality of the foregoing, the Joint 210 Irrigation System Plan shall apply to the design, construction, connection, implementation, maintenance and operation of any Joint 210 Irrigation System Expansion Project. Failure to comply with the Joint 210 Irrigation System Plan shall be considered a Violation of these Rules and may result in refusal or suspension of Reclaimed Water Service or render a Joint 210 Irrigation System Expansion Project ineligible for reimbursement.

**7.10. Additional Requirements for Reimbursable Improvement Projects.** Subject to any changes in Legal Requirements, the District will administer in accordance with this Section 7.10 any Project that includes: (1) improvements constructed by a Developer on behalf of the District; or (2) improvements to be sold, transferred or conveyed to the District pursuant to a reimbursement contract executed by the District pursuant to 30 Tex. Admin. Code § 293.46(1) (in either case, such improvements being referred to herein as "Reimbursable Improvements").

(a) **Approval of Plans Required.** All Plans for Reimbursable Improvements, all Service Connection Locations, and any Plans for drainage, stormwater detention and water quality facilities for a Project involving Reimbursable Improvements must be approved by the District Engineer, the District Manager and the Board prior to bidding. Upon review and approval of the Plans by the District Engineer and the District Manager, the Plans shall be submitted to the Board for approval. All Plans will be reviewed by the District Engineer in accordance with Section 7.04. Connections to the District's Water System or the Wastewater System are prohibited until such Plans are approved. Contracts for the construction of Projects involving Reimbursable Improvements shall be advertised, bid, awarded, constructed,

inspected and approved in accordance with all applicable laws. All proposed contract, bond, notice and other bid forms and documents ("Bid Documents") shall be submitted to the District Engineer for review and approval by applicable District Representatives at least twenty-one (21) days prior to any advertisement or solicitation of bids.

(b) **Required Warranties and Bonds.** Any Person to whom a contract for the construction of Reimbursable Improvements is awarded shall provide good and sufficient performance and payment bonds in accordance with Chapter 2253 of the Texas Government Code, in addition to any bid bond or other bid security required by the Bid Documents. The performance bond or a separate maintenance bond shall be written for a term that expires no earlier than the expiration of the longest warranty period required in the contract for the Project. Warranty periods under any contract for the construction of Reimbursable Improvements shall commence on the date of Final Completion and shall expire no earlier than the date that is two (2) years after the date of Final Completion.

(c) **Construction Phase Monitoring.** The Board shall have control of construction work for Reimbursable Improvement Projects to determine whether the contract is being fulfilled and shall have the construction work and progress inspected periodically or continuously. Projects constructed under this Section 7.10 require inspection and monitoring of the Project by the District Engineer, at a frequency to be determined by the Board with the recommendation of the District Engineer. Upon request by the Developer or Contractor, District Engineer shall provide a written estimate of inspection and monitoring costs to the Board for approval at the meeting at which the contract for construction of a Project is awarded, or the meeting promptly thereafter. During the progress of the construction work, the District Engineer shall provide reports to the Board addressing the status of the Project and compliance with the contract.

(d) **Minimum Construction Standards.** All Reimbursable Improvements must be constructed in dedicated public rights of way, public utility easements, or easements or land specifically conveyed to the District or other governmental entity that is to own and operate the Reimbursable Improvements. Reimbursable Improvements shall be constructed in a good and workmanlike manner, and all materials used in such construction must be free from defects and fit for their intended purpose. All Reimbursable Improvements must be constructed in accordance with the City of Austin Standard Construction Specifications and Details ("COA Specifications"), these Rules, and any other specifications adopted by the District. Any discrepancies between these Rules and the COA Specifications will be brought to the attention of the District Engineer, and the District will determine the specifications to be followed. In addition to the COA Specifications, the Rules and other specifications adopted by the District, the following requirements apply as set forth below:

- (1) All water, wastewater and stormwater pipe bedding shall be 3/4" clean gravel with silt barrier fabric placed on top of the gravel;
- (2) Manholes and lift station wet wells require cementitious lining and must be coated with SewperCoat®; and
- (3) Television testing of Wastewater Lines must be conducted prior to approval and acceptance by the District.

(e) **Temporary Water Service.** Pending acceptance of a Project for operation and maintenance, the District may, with approval of the District Manager, provide temporary Water Service for a period not to exceed twenty (20) days, for the purpose of testing facilities or confirming Service availability.

(f) **Final Completion.** At such time as the Project has been completed in its entirety in accordance the Plans and applicable contracts ("Final Completion"), the District Engineer will submit to the Board a final report including as-built plans of the improvements as actually constructed and setting forth the District Engineer's position as to whether the Developer and Contractor have complied with the contract for construction. The District Engineer shall also certify to the executive director of the TCEQ that the construction work was substantially completed in accordance with and includes all items in Plans submitted to or approved by the executive director. Prior to issuance of any such concurrence letter, the Developer shall provide to the District Engineer final electronic copies of all Bid Documents, executed

construction contracts, change orders, notices, governmental approvals and permits, recorded plats, warranties, bonds, lien releases, operation and maintenance manuals, "as-built" Plans, "as-built" CAD files, legal descriptions and conveyance instruments for tracts to be conveyed to the District, and any other documents reasonably requested in the District Engineer's project closeout checklist.

## **SECTION 8: ENFORCEMENT, PENALTIES AND VARIANCES**

### **8.01. Violations and Enforcement.**

(a) **Violations in General.** Any Person that breaches or otherwise fails to comply with any Rule set forth herein, or commits an act described herein as a "Violation," commits a violation of these Rules (a "Violation"). Customers *are and shall be responsible* for Violations committed by their agents, contractors, employees, invitees, guests and children. *Each day a Violation continues will constitute a separate Violation.*

(b) **Recognition by Courts.** Pursuant to Texas Water Code §§ 51.128 and 54.206, the District Rules are recognized by the courts as if they were penal ordinances of a city, which may be enforced by a civil action under Texas Local Government Code § 54.012.

(c) **Civil Complaint.** Pursuant to Texas Water Code § 49.004, the District may enforce its Rules by a civil suit filed in the appropriate court of jurisdiction in Hays County, Texas. If the District prevails in a suit to enforce its Rules, it may in the same action recover reasonable fees for attorneys, expert witnesses and other costs incurred.

(d) **Reports to Authorities.** Pursuant to Texas Water Code § 51.241, a Person who commits a Violation of these Rules commits a criminal offense classified by statute as a Class C misdemeanor, and such Person may be prosecuted for such offense in a Justice Court or Municipal Court under Articles 4.11 and 4.14 of the Texas Code of Criminal Procedure. The District Manager is authorized to report to local law enforcement authorities any Violation of the District Rules that also constitutes a violation of Texas Penal Code § 30.05 (Criminal Trespass), Texas Water Code § 49.217 (Operation of Certain Motor Vehicles on or Near Public Facilities), or Texas Water Code § 49.228 (Damage to Property), as applicable. The District Manager may also report violations of other Legal Requirements to applicable governmental authorities.

### **8.02. Notification and Review Procedures.**

(a) **Notice of Violation.** The District Manager is authorized to administer the District Rules, identify Violations and administer civil penalties and fines. The District Manager will provide written notice of a Violation to any Customer or other Person that commits a Violation. Board action is not required prior to the issuance of the notice by the District Manager, and the notice may be provided by mail, hand delivery, or electronic mail. The written notice will include: (1) a description of the Violations; (2) the dates on which the Violations occurred or were observed; (3) the amount of any fine or penalty that has been imposed, or a statement that the Board will set a fine or penalty; and (4) any other information that the District Manager considers appropriate. In addition, the notice will include the date, time and place of the next regular meeting of the Board and advise that the offending Person may appear at that meeting to appeal the Violation and any penalty or fine imposed.

(b) **Review by Board.** All Violations will be reviewed by the Board at its next regular meeting. All fines and penalties will be reviewed or set at the same Board meeting. At the meeting, the offending Person will have the right to address the Board and contest the Violation and any fines or penalties. If the offending Person does not appear to be heard on the Violation, the right to contest the Violation and any related fines and penalties will be deemed waived and forfeited. The Board may affirm, overrule or reduce any fine or penalty. The decision of the Board will be final. Payment of fines and civil penalties will be due within thirty (30) days of the date of the meeting at which they were reviewed or set by the Board.

(c) **Evidence.** The Board may consider any evidence it deems appropriate in review of a Violation and related fines or penalties. Any evidence of a Violation in the possession of the District, including without limitation photographs, reports, witness statements, affidavits and other records obtained or prepared by the District Manager, will be made available to the offending Person upon written request pursuant to the Texas Public Information Act, subject to Legal Requirements and applicable privacy considerations. The District may redact or withhold information of a personal, confidential or privileged nature pending a decision of the Office of the Attorney General under Texas Government Code § 552, Subchapter G.

### 8.03. Penalties.

(a) **Limitation.** The civil penalty for any individual Violation shall not exceed the jurisdiction of a justice court as provided by Texas Government Code § 27.031.

(b) **Fines.** Violation of the District Rules will result in the offending Person being subject to the payment of a fine. The fines for certain Violations are set forth in the following Table 8.03 (the "Fine Schedule"). No Board action is required prior to the imposition of a fine or penalty by the District Manager if the amount thereof is set forth in these Rules or the Fine Schedule. In the event that a Person commits a Violation for which no fine or penalty has been authorized in the Fine Schedule or these Rules, the District Manager will present the Violation to the Board for a determination of the fine or civil penalty to be imposed.

<b>TABLE 8.03 DISTRICT FINE SCHEDULE</b>				
<b>Category</b>	<b>Section(s) of District Rules</b>	<b>Amount of Fine</b>		
		<b>1st Violation</b>	<b>2nd Violation</b>	<b>Additional Violations</b>
Unauthorized Use of District Real Property	2.03(a)	\$150.00	\$300.00	\$500.00
Unauthorized Use of District Real Property - Motor Vehicle, Heavy Equipment, Etc.	2.03(b), 2.06(c)	5,000.00	\$1,000.00 Per Day for Continuing Violations	
Prohibited Activities on District Property	2.04	\$500.00	\$1,000.00	\$1,500.00
Recreational Facility Rules	2.05	\$150.00	\$300.00	\$500.00
Vehicles on Trails – Bikes, E-Bikes and EPAMD	2.06 (a) – (b)	\$150.00	\$300.00	\$500.00
Unauthorized Connections	3.04	\$5,000.00	\$7,500.00	\$10,000.00
Damage to Systems	3.05, 3.06, 3.07	\$500.00	\$1,000.00	\$1,500.00
Water System, Backflow	4.04, 4.06, 4.07	\$500.00	\$750.00	\$750.00
Swimming Pool – Failure to Notify, Obtain Inspections	4.12	\$1,000.00	\$1,500.00	\$1,500.00
WCDGP	4.13	As Authorized by WCDGP	As Authorized by WCDGP	As Authorized by WCDGP
WW Application, Tap Install, Grinder Pumps	5.04	\$500.00	\$750.00	\$750.00
Erosion Control	7.06	\$500.00	\$750.00	\$750.00

The issuance of a fine will not preclude the District from pursuing recovery of Costs and Damages (as defined in Section 8.03(d)) or any other penalty or remedy authorized by these Rules or applicable law.

(c) **Abatement of Violation by District.** The District Manager is authorized to cause such actions to be taken as are reasonable and necessary to cure or abate a Violation that: (1) threatens the public health, safety or welfare, the integrity of any District System or Service, or the District's ability to comply with applicable Legal Requirements; or (2) has not been cured or abated by the offending Person after a period of three (3) days, or such other period of time as the District Manager may allow. All costs incurred by the District will be added to any fine imposed.

(d) **Payment of Costs and Damages.** In addition to any fine imposed by the District, a Person that commits a Violation is responsible and liable for any and all costs, expenses, fees, fines, penalties, and damages incurred by the District as a result of such Violation (collectively, "Costs and Damages"). Without limiting the generality of the foregoing, Costs and Damages may include: (1) the costs incurred by the District in the cure or abatement of a Violation, including administrative, legal, engineering, laboratory, materials, construction, repair, replacement, and maintenance costs incurred by the District; and (2) all costs and expenses necessary to repair or restore any District Facilities or other property of the District damaged as a result of a Violation.

(e) **Denial of New Connections.** If a Developer, Builder or Contractor commits a Violation that remains uncured or unabated to the satisfaction of the District Manager after three (3) days (or such other period of time as the District Manager may allow), fails to pay a fine or penalty within the required time, fails to pay any amount otherwise due to the District hereunder or pursuant to the Rate Order, or causes or contributes to any damage to a District Facility, then the District Manager is authorized to: (1) suspend any application for Service by such Developer, Builder or Contractor; and (2) suspend or refuse installation of new Connections to any building or Project of such Developer, Builder or Contractor.

(f) **Refusal or Termination of Service.** Subject to the procedures set forth in the Rate Order, the District Manager is authorized to discontinue, refuse, suspend, terminate or disconnect any or all District Facilities or Services in order to: (1) prevent an abuse; (2) enforce payment of an unpaid charge, fee, or rental due the District; (3) prevent or abate violation of the District's Rules pertaining to the use of Service in a manner which interferes with the service of others; (4) prevent or abate 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) enforce compliance with a deposit requirement. Any act or Violation that threatens the public health, safety or welfare, the integrity of any District System or Service, or the District's ability to comply with applicable Legal Requirements, will be deemed to constitute an abuse and interference with the service of others. The District Manager is also authorized to immediately discontinue, refuse, suspend, terminate or disconnect any Service without Board action or notice to an Applicant or Customer where a known and dangerous condition related to the type of Service being provided exists, where Service has been connected or reconnected without authorization, or where otherwise authorized by the District Rules, the Wastewater Control Order or the Water Conservation and Drought Contingency Plan.

**8.04. Variances.** The Board may grant a variance to any District Rule(s) set forth herein by suspending application of the Rule(s) to a Person or Project ("Variance") upon finding that: (1) the Variance is justified under the circumstances; (2) the Variance will not result in material harm to the District, or concessions or mitigation offered by the Applicant sufficiently offset any material harm to the District; and (3) denial of the requested Variance would result in unreasonable difficulty or undue burden for the Applicant under the circumstances.

(a) **Application for Variance.** A Person requesting a Variance shall contact the appropriate District Representative to address the request. A written request must be submitted by the Applicant not later than three (3) days prior to the Board meeting at which the Variance is to be addressed by the Board. The request for Variance must set forth with specificity the Variance sought and any information or rationale that the Applicant contends supports the approval of the Variance.

(b) **Consideration of Application for Variance.** The Board will consider the requested Variance at a Board meeting that is more than three (3) days after the written request for Variance is received by a District Representative.

(c) **Action on Request for Variance.** The Board may grant, deny, partially grant, or partially deny a request for Variance. The Board's action on the application for Variance will be memorialized in writing, with any grant of access to District property limited to a specific purpose set forth in a license executed by the District. The Applicant will be responsible for legal fees associated with documentation of any Variance granted by the Board.

(d) **Effect of Variance.** A Variance granted by the Board shall serve only to excuse failure to comply with the Rule(s) to which the Variance applies for the period of time specified, and shall not be construed to be a waiver of any other Rules. An Applicant that has obtained a Variance shall comply with all Rules not specifically identified or referenced in the written Variance. A Variance concerning access to District Real Property is and shall be construed as a license to enter and make limited use of District Real Property, and shall be revocable at will in the discretion of the Board. A Variance granted by the Board shall not be construed as precedent for a future Variance request. Applications for a Variance shall be considered by the Board based on the merits of each individual application and the circumstances related thereto.